

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MENDOCINO AND THE CITY OF FORT BRAGG

REGARDING THE COLLABORATION FOR THE DEVELOPMENT OF A STORM WATER RESOURCE PLAN FOR
THE GREATER FORT BRAGG AREA WATERSHEDS

This Memorandum of Understanding, hereafter referred to as the "MOU" or "Memorandum" or alternatively as the "Agreement," is by and between the County of Mendocino, hereafter referred to as the "County," and the City of Fort Bragg, hereafter referred to as the "City."

The County and the City, hereafter collectively referred to as the "Parties," recognize their duty and obligation to comply with the provisions of this Memorandum of Understanding and to make every effort toward fully and faithfully carrying out each provision. It is further understood that this Memorandum is not binding on the Parties hereto until ratified by the Mendocino County Board of Supervisors and by the City of Fort Bragg City Council.

WITNESSETH

WHEREAS, the State of California's State Water Resource Control Board has issued Proposition 1 grant funding for public agencies for the development of Storm Water Resource Plans consistent with Water Code section 10560 et seq. (as amended by Senate Bill 985, Stats. 2014, ch. 555 § 5); and

WHEREAS, the Grant guidelines set forth in accordance with Water Code § 10565, subd. (a) require applicants to collaborate with public agencies for plan development and implementation; and

WHEREAS, the Mendocino County Water Agency (the "Agency") submitted a financial assistance application to the State Water Resources Control Board on March 18, 2016, in order to receive assistance for the planning, design and development of the Coastal Mendocino County Stormwater Resource Plan ("SWRP"); and

WHEREAS, on July 13, 2016, the State Water Resources Control Board notified the Agency that its application was approved for funding with a grant award of \$242,990; and

WHEREAS, the purpose of the Coastal Mendocino County Stormwater Resource Plan is to develop a comprehensive action plan to utilize stormwater for multi-benefit purposes for the residents living in the SWRP boundary outlined in Figure 1; and

WHEREAS, the Parties have agreed to collaborate on the development of a Storm Water Resource Plan for the watersheds in and around the Greater Fort Bragg area consisting of urbanized areas in the Noyo River Watershed (HUC 10 – 1801010802), the Pudding Creek-Frontal Pacific Ocean Watersheds (HUC 10 – 1801010807), and the Big River Watershed (HUC 10 – 1801010803).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a mechanism for the County and City to cooperatively engage in education and outreach efforts within the watershed area, by reviewing and offering comments on the draft SWRP to aid in the preparation of a final SWRP (CA Water Code 10560-10565).

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting the SWRP to the State Water Resources Control Board.

Section 5. Term: This MOU shall become effective on the last date of execution by the Parties and shall remain in effect until November 1, 2018.

Section 6. Activities: The City of Fort Bragg agrees to cooperate with the County of Mendocino in the coordination of and participation in education, outreach and administrative tasks for the purpose of preparation of the SWRP. The City agrees to assist with the following tasks, as listed in the Grant Agreement Exhibit A – Scope of Work, using the corresponding identification number, when applicable:

- Aiding in the coordination of outreach events [A-5]
- Providing a representative to the Technical Advisory Committee to provide routine input on the process that will be used to quantify benefits and rank projects in the SWRP [A-2]
- Providing facilities or aiding in the reservation of facilities for outreach events [A-5]
- Presenting to the City Council information and updates on the SWRP [A-5]
- Creation of agendas and scheduling for City Council Meetings
- Aiding in the identification of pollutant hot spot areas using data collected from the City's MS4 permit [A-3]
- Posting meeting notices
- Aiding in meeting facilitation
- Aiding in local agency collaboration

Preparation of the SWRP will involve establishing a schedule under which certain activities will need to be performed or completed. Activities schedules will be developed based on the approved project schedule outlined in A-6 of the Grant Agreement Exhibit A – Scope of Work.

Section 7. Termination: This MOU may be terminated upon the express written agreement of both Parties.

Section 8. General Provisions

a) Administration. For the purpose of this MOU, the persons designated below are their respective Party Representatives. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party.

City of Fort Bragg	County of Mendocino
Contact: Chantell O'Neal 416 N. Franklin Street Fort Bragg, CA 95437 Phone: 707-961-2824 Email: coneal@fortbragg.com	Contact: Sarah Dukett 501 Low Gap Road, Room 1010 Ukiah, CA 95482 Phone: 707-463-4441 Email: duketts@co.mendocino.ca.us

b) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided for in this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties. This section applies to, but is not limited to modifications to Section 6. For the County of Mendocino, the Executive Officer or his/her designee is authorized to execute such amendments. For the City of Fort Bragg, the Public Works Director or his/her designee is authorized to execute such amendments.

e) Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

f) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Mendocino.

g) No Presumption in Drafting. The Parties to this MOU agree that the general rule that a MOU is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

i) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

k) All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date last signed by the parties to the MOU:

City of Fort Bragg

By: Linda Ruffing
Linda Ruffing, City Manager

Approved as to Form:
By: See attached signature
Samantha W. Zutler, City Attorney

County of Mendocino

By: _____
John McCowen, Chair
Board of Supervisors

By: _____
Carmel J. Angelo, Chief Executive Office &
Water Agency General Manager

Approved as to form:
By: _____
Katharine L. Elliot, County Counsel

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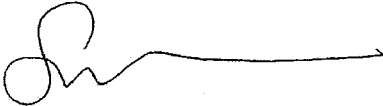
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City of Fort Bragg

By: _____
Linda Ruffing, City Manager

Approved as to Form:

By:  _____
Samantha W. Zutler, City Attorney

County of Mendocino

By: _____
John McCowen, Chair
Board of Supervisors

By: _____
Carmel J. Angelo, Chief Executive Office &
Water Agency General Manager
Approved as to form:

By: _____
Katharine L. Elliot, County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo 7-25-17
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0326

Line Item: N/A

Grant: ☒ Yes ☐ No

Grant No.: D1612603

CONTRACTOR/COMPANY NAME

By: See Page 4

NAME AND ADDRESS OF CONTRACTOR:

City of Fort Bragg - Linda Ruffing

416 N. Franklin Street

Fort Bragg, CA 95437

COUNTY OF MENDOCINO

By: John McCowen
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS **AUG 18 2017**

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **AUG 18 2017**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy **AUG 18 2017**

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: Carmel J. Angelo
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

Date: 4/5/2017 Time: 10:39:49 AM

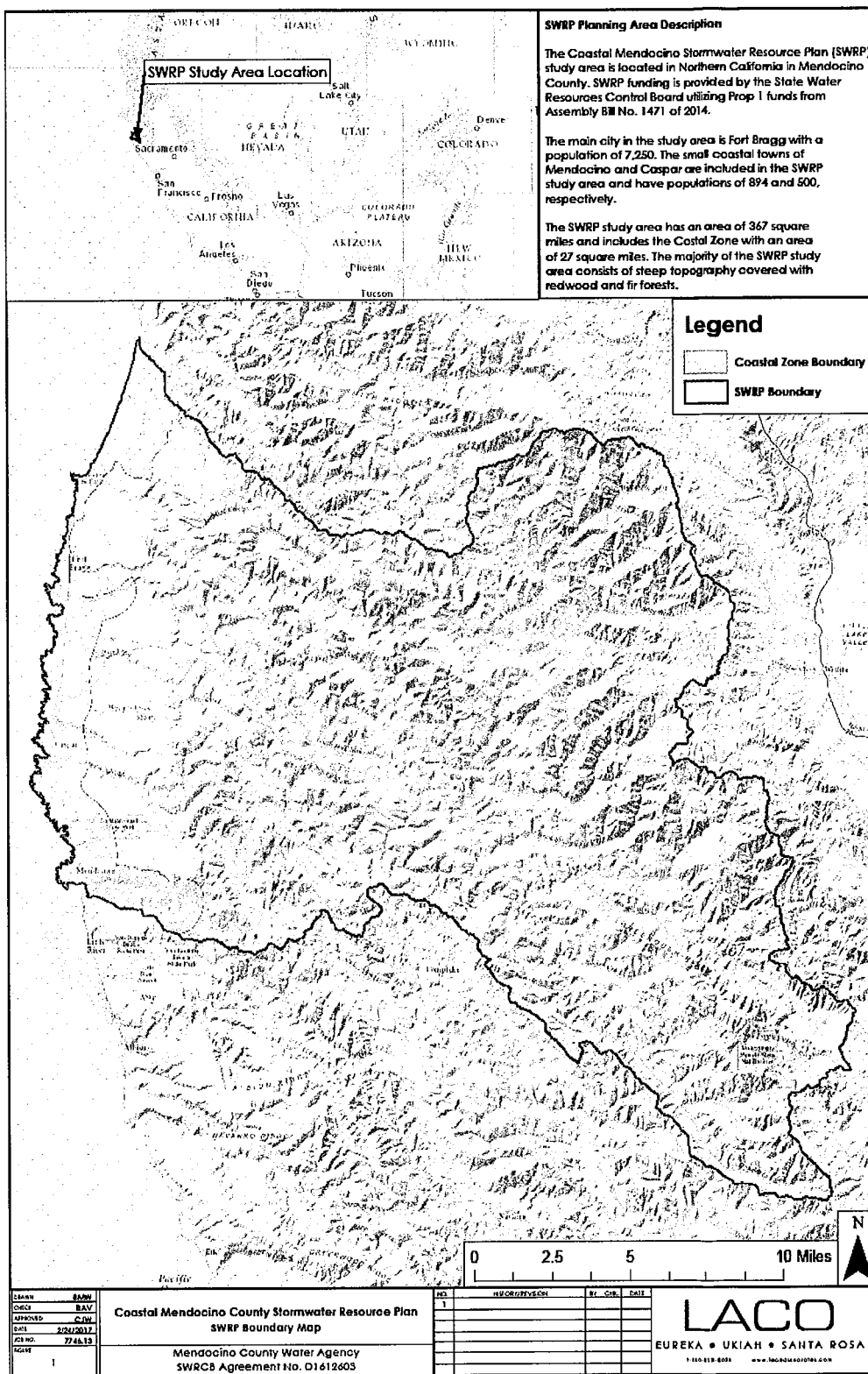


Figure 1 SWRP Boundary Map