

MEMORANDUM OF UNDERSTANDING

ILLEGAL DUMPING AND BLIGHT REMOVAL PROJECT

This Memorandum of Understanding (the "Memorandum") is made as of April 20, 2021, by and between Round Valley Indian Tribes, of 77826 Covelo Rd., Covelo, California 95428 (hereinafter referred to as "RVIT") and the County of Mendocino, of 501 Low Gap Rd., Ukiah, California 95482 (hereinafter referred to as "COUNTY"), (and collectively referred to hereinafter as the "Partners") for the purpose of achieving the various aims and objectives relating to the Round Valley Illegal Dumping and Blight Removal Project.

WHEREAS, RVIT and COUNTY have identified two specific solid waste dumping sites in Round Valley and additionally estimate there are 400 inoperable junk vehicles on lands of RVIT, and 150 additional inoperable junk vehicles on lands within the County's jurisdiction in Round Valley; and

WHEREAS, COUNTY intends to pursue Community Development Block Grant (CDBG) funding, in part to address and clean up junk vehicles and illegal solid waste dumping sites, also referred to as blight, within Round Valley through close collaboration with RVIT, in addition to Mendocino Solid Waste Management Authority (MSMWA, or Mendo Recycle), Mendocino County Resource Conservation District (MCRCD, or RCD), private contractors, and community groups. This effort shall be referred to as the Round Valley Illegal Dumping and Blight Removal Project (the "Project"); and

WHEREAS, RVIT and COUNTY desire to enter into an agreement in which they will work together as partners to support the Project on lands under each of the Partner's separate jurisdictions; and

WHEREAS, RVIT and COUNTY desire to enter into this Memorandum of Understanding to set out the understanding of the Parties as to what actions will be required to carry out the cleanup and removal goals of the Project should the COUNTY's CDBG application be approved.

PURPOSE

The purpose of this Memorandum is to provide the framework for any future agreement regarding the Project within Round Valley between RVIT and COUNTY.

OBLIGATIONS OF THE PARTNERS

The Partners acknowledge that no contractual relationship is created between them by this memorandum. The Partners agree to work together in the true spirit of partnership to ensure that there is united and responsive leadership to demonstrate financial, administrative, and managerial commitment to the Project. Should grant funding be awarded, this MOU is intended to provide guidance as to the respective future roles and responsibilities of RVIT and the COUNTY. Upon award to County of a CDBG grant, the intent of RVIT and COUNTY would be to negotiate and enter into one or more agreement(s) for implementation of the award and the Project, with, terms as generally described herein.

PROJECT COOPERATION & RESPONSIBILITIES

The following sections set forth the intended general goals and responsibilities of the Parties regarding blight removal and Project administration to be addressed by a future agreement.

Request for Proposals Process

County, potentially through Mendo Recycle, and RVIT would jointly issue a Request for Proposals (RFP) to solicit competitively procured and grant reimbursable costs for hauling/disposal of junk vehicles by properly licensed firms. The RFP shall ask for the cost of removing both “passenger-type” vehicles (cars, light-duty trucks) and “other” vehicles (recreational vehicles, camping trailers, utility/heavy-duty trucks) However, the primary intent of the Project and the RFP would be to address removal of the large number of “passenger-type” vehicles creating blight in Round Valley. For reimbursement through the Project, highly visible “passenger-type” junk vehicles would be prioritized over removal of other vehicle types.

The intended result of this joint RFP would be that the County, potentially through Mendo Recycle, and RVIT would each enter into their own agreement with one or more firms competitively procured through the joint RFP to have junk vehicles removed from lands of their respective jurisdictions within Round Valley. Using the procured cost schedule for removal of junk vehicles, the County and RVIT would be eligible to have their expenses reimbursed through a funded CDBG award.

The form of the RFP would be consistent with existing County templates, and RFP procedure would be consistent with process as required for CDBG eligibility. Prior to the County or RVIT incurring any costs intended for reimbursement through CDBG, the State Department of Housing & Community Development (HCD) must approve the RFP results and only costs consistent with the procured cost schedule can be reimbursed up to the maximum amount as specified in the agreement.

Specific Blight Removal Locations

1. Responsibility of County of Mendocino

- A. Allocate grant-funded resources to abate visible blight in the form of solid waste and junk vehicles at illegal dump sites across the street from the County Transfer Station, and at the Old Mill Site.
- B. Additional dump sites on lands of RVIT could be selected and abated if funding is available and advance written agreement is reached between the County and the RVIT.

2. Responsibility of RVIT

- A. Provide County and/or Mendo Recycle with an access agreement providing legal authority and indemnity to enter and abate the illegal dump site across the street from the County Transfer Station, and at the old Mill Site.
- B. Provide County and/or Mendo Recycle with an access agreement providing legal authority to enter any additional lands subject to RVIT jurisdiction if grant funds are available and the County and RVIT have an advance written agreement.

Junk Vehicle Abatement

1. Responsibility of County of Mendocino

- A. Utilize grant funds awarded for junk vehicle removal to reimburse RVIT for removal of junk vehicles from lands of RVIT. It is estimated there are 400 junk vehicles on lands of RVIT, and 150 additional junk vehicles in Round Valley on private property under COUNTY jurisdiction. Subject to the terms of a future agreement, County would intend to allocate a maximum 75% of grant funds awarded for junk vehicle removal from lands of RVIT, with a priority on “passenger-type” vehicles as opposed to “other” vehicles.

2. Responsibility of RVIT

- A. RVIT could elect to aggregate junk vehicles from lands of RVIT, on lands of RVIT for more efficient removal. However, the site for junk vehicle aggregation must be other than dump sites to be cleaned through this MOU. Sites for junk vehicle aggregation should be centrally located and visible to the community so that they are less likely to be abused as new illegal dumping sites in the future.
- B. Prior to any junk vehicle aggregation efforts by RVIT, County and RVIT shall have entered into a written agreement to ensure that the number of vehicles which could be removed with County grant funds is known, based on an actual award of funds and cost from a hauler. Further, careful coordination of any junk vehicle aggregation is necessary to ensure the way vehicles are placed is appropriate for the most efficient and lowest cost removal of the vehicles by the hauler.

Staff and Equipment Cost Reimbursement

1. Responsibility of County of Mendocino

- A. Reimburse RVIT for actual cost of staff and equipment in accordance with the final activities and grant budget as approved by the State. Upon submittal of an invoice by RVIT to County, County would request funds from the State for reimbursement. Payment to RVIT would be made by County upon approval by the State. The minimum anticipated process time between invoice submittal and payment is anticipated to be 90 days.
- B. County will also seek to utilize a portion of the grant funds awarded for payment of its staff and equipment costs utilized for the Project, using a procedure similar to that outlined in the above paragraph.

2. Responsibility of RVIT

- A. For reimbursement of staff and equipment costs RVIT would submit to the County of Mendocino invoices on a monthly basis with documentation of actual cost and time of staff, and equipment costs with maximum amounts for reimbursement set through the grant budget approved by the State. All documentation of costs must be in accordance with CDBG requirements.

Training and Community Outreach

1. Responsibility of COUNTY

- A. Seek authority from the State to allocate grant funding for the following additional components of the Project:
 - i) Additional amnesty collections in Round Valley, including tire amnesty and hazardous waste collection days.
 - ii) Funding for 2 employees or members of RVIT to receive HAZWOPER (Hazardous Waste Operations and Emergency Response) Specialist certification.
 - iii) Funding for possum belly trailer or other equipment to provide RVIT with additional capacity to store and haul solid wastes from construction remodel projects.

2. Responsibility of RVIT

- A. Identify 2 employees or members of RVIT to receive HAZWOPER Specialist Certification.
- B. Collaborate with Mendo Recycle, the RCD, and other grant-funded entities to help publicize volunteer cleanup events, help publicize amnesty events to collect tires, hazardous waste, etc. Collaborate in development of signs and community outreach to discourage illegal dumping, with educational components related to the negative environmental impacts.
- C. Identify resources to load and haul trailer or other equipment purchased to assist with solid wastes from RVIT construction remodel projects and other needs of RVIT.

LIABILITY

No liability will arise or be assumed between the Partners as a result of this Memorandum.

TERM AND TERMINATION

The arrangements made by the Partners by this Memorandum shall remain in place from the date first written above until August 31, 2022. The term cannot be extended by a Partner without the consent of the other Partner. Either Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing or via e-mail.

ASSIGNMENT

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

AMENDMENT

This Memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this Memorandum.

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- A. Each Partner will work together in a coordinated fashion for the fulfillment of the Illegal Dumping and Blight Removal Project.
- B. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- C. To the extent possible, each Partner will participate in reaching the goals designated within the guidelines of the grant.
- D. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- E. This Memorandum will be effective upon the signature of both Partners.

[Signature Page Attached.]

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Janette Raus **04/07/2021**

DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: N/A

Line Item: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: James Russ

Date: 4/9/21

NAME AND ADDRESS OF CONTRACTOR:

Round Valley Indian Tribes

77826 Covelo Rd.

Covelo, CA 95428

COUNTY OF MENDOCINO

By: Dan Gjerde

DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: **APR 22 2021**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

APR 22 2021

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: Amap
Deputy

APR 22 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: **04/07/2021**

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

04/07/2021

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Raus
Deputy CEO

04/07/2021

Date: _____

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: _____