

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTIES OF SHASTA, LASSEN, MODOC, AND SISKIYOU**

This Memorandum of Understanding (“MOU”) is by and between the Shasta County Agriculture Department (“Shasta County”); the Lassen County Agriculture Department (“Lassen County”); Modoc County Agriculture Department (“Modoc County”); and the Siskiyou County Agriculture Department (“Siskiyou County”), individually referred to herein as “Party” and collectively referred to as “Parties.” This MOU sets forth the agreement between the Parties relating to the collaborative services to be provided to establish a Pesticide Takeback Disposal Event (“Event”).

1. PURPOSE.

This MOU is intended to establish an Event at which eligible growers, pest control businesses, and landscapers (“Participants”) in the Parties’ Counties to dispose of unwanted pesticides. Participation by eligible Participants in the Event will be voluntary. The Parties agree that no enforcement actions will be taken against Participants who dispose of pesticides through the sponsored Event. The Event will be free of charge to Participants. The Event will occur in a location or locations within the Parties’ respective Counties and that are approved by the Parties. Participants will be required to participate in the Event only at such location or location(s) within the Parties’ respective Counties. Residential homeowners and non-commercial entities will not be eligible to participate in the Event. The Department of Pesticide Regulation (DPR) has agreed to provide \$400,000 in DPR “County Agricultural Commissioners (CAC) Pesticide Take Back Funding” to Shasta County to fund the Event. Accordingly, receipt of such funds by Shasta County shall be a condition precedent for holding and completing the Event.

2. SERVICES TO BE PROVIDED.

A. Duties and Responsibilities of Shasta County:

1. Enter into agreements with one or more qualified third-party contractors for the collection, transport, incineration, and disposal of hazardous waste;
2. Provide and maintain all financial records for the Event; and
3. Prepare and submit a final report to DPR upon conclusion of the Event.

B. Duties and Responsibilities of Each Party:

1. Provide an appropriate location to hold the Event within each Party’s respective County.
2. Provide County Agriculture-employed personnel necessary to effectively complete the tasks associated with the Event.
3. Document the Event with photographs.
4. Submit a final report to Shasta County upon completion of the Event, which shall include:
 - a. Amount of pesticides collected (by weight or volume) identified by either trade name, active ingredient, registration number, or other means of categorization;

- b. Number of Event participants; and
- c. Identification of media coverage surrounding the Event; and
- d. Comply with terms and conditions applicable to the use of the Event's funding source.

3. TERM.

This MOU shall become effective upon execution by all Parties and shall terminate on June 30, 2024.

4. INDEMNIFICATION.

Each Party shall defend, indemnify and hold the other Parties, their officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

5. INSURANCE.

Each Party shall maintain all appropriate insurance policies required by local and State law, including but not limited to workers' compensation coverage, general liability coverage, and automobile liability coverage. Each Party shall maintain its own equipment in safe and operational condition.

6. NOTICES.

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Shasta County: Shasta County Department of Agriculture
3179 Bechelli Ln., Ste. 210
Redding, CA 96002
Phone: (530)224-4949
Email: rgurrola@co.shasta.ca.us

Lassen County: Lassen County Department of Agriculture
175 Russell Ave.
Susanville, CA 96130
Phone: (530)251-8110
Email: chemphill@co.lassen.ca.us

Modoc County: Modoc County Department of Agriculture
202 W 4th Street
Alturas, CA 96101
Phone: (530)233-6401
Email: rickgurrola@co.modoc.ca.us

Siskiyou County: Siskiyou County Department of Agriculture
525 S. Foothill Drive
Yreka, CA 96097
Phone: (530)841-4033
Email: jsmith@co.siskiyou.ca.us

7. DISPUTE RESOLUTION.

In the event of any dispute between the Parties arising out of this MOU or the Event, each Party agrees that it will notify and inform one another at the earliest reasonably feasible date of the nature of the dispute and the Parties shall promptly collaborate, coordinate, and communicate with one another in good faith in an effort to informally and efficiently resolve the dispute. Each Party's Director of Agriculture, Director's designee shall seek to resolve any such disputes in a timely fashion in accordance with this paragraph.

8. APPLICABLE LAW AND FORUM.

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Shasta.

9. WITHDRAWAL AND TERMINATION.

- A. Either Lassen County, Modoc County, or Siskiyou County may withdraw from this MOU without affecting the rights of the remaining Parties to enforce this MOU. Written notice of the withdrawal shall be served on the remaining Parties at least thirty (30) calendar days prior to the effective date of the withdrawal. This MOU shall automatically be deemed terminated upon the valid withdrawal of three parties.
- B. Notwithstanding anything stated herein to the contrary, after any county withdraws, Shasta County and/or a remaining County may terminate the MOU by withdrawing, with or without cause, upon thirty (30) days written notice to the other parties.

10. AMENDMENTS.

This MOU may be modified or amended only by a written document executed by all Parties and approved as to form by Shasta, Lassen, Siskiyou, and Modoc County Counsels.

11. WAIVER.

No failure on the part of any Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

12. ENTIRE AGREEMENT.

This MOU constitutes the complete and exclusive statement of agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this MOU.

13. PARTIAL INVALIDITY.

If any provision of this MOU is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

14. NO DELEGATION OR ASSIGNMENT.

No Party shall delegate, transfer, or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of the other Party. Any prohibited delegation or assignment shall, unless waived, be deemed a breach of the MOU. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to that Party.

SIGNATURE PAGE FOLLOWS

15. EXECUTION.

This MOU may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
MATTHEW M. MCOMBER
Acting County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Jordan L. Lowery
Deputy County Counsel II

By: _____
James Johnson
Risk Management Analyst III

COUNTY OF LASSEN

Date: _____

By: _____
GARY BRIDGES
Chair of the Board of Supervisors

Approved as to form:
AMANDA UHRHAMMER
County Counsel

By: _____

COUNTY OF MODOC

Date: _____

By: _____

KATHIE RHOADS
Chair of the Board of Supervisors

Approved as to form:
MARGARET LONG
Interim County Counsel

By: _____

COUNTY OF SISKIYOU

Date: _____

By: _____

ED VALENZUELA
Chair of the Board of Supervisors

Approved as to form:
NATALIE REED
County Counsel

By: _____