

**NORTH BAY PESTICIDE TAKEBACK EVENT
MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE
COUNTIES OF MARIN, SONOMA, AND NAPA**

This Memorandum of Understanding (MOU) is by and among the Marin Agriculture Department ("Marin County"); the Napa County Agricultural Commissioner's Office ("Napa County"); and Sonoma County Department of Agriculture ("Sonoma County"), each entering into this MOU on behalf of their respective counties (individually referred to at times herein as "Party" and collectively referred to as "Parties"). This MOU sets forth the agreement among the Parties relating to the collaborative services to be provided to establish the North Bay Pesticide Takeback Event ("Event").

1. PURPOSE:

This MOU is for the purpose of establishing the North Bay Pesticide Takeback Event to provide a safe means for farmers/growers in the Three-County (Marin, Napa, and Sonoma Counties) area to dispose of unwanted pesticides. Participation in the Event will be voluntary and the Parties agree that no enforcement actions will be taken by the participating Parties to this MOU against any intended participants related to disposing pesticides through the Event. With a focus on local growers/farmers, the pesticide disposal project will be free of charge and limited to growers/farmers within the Three-County area. The Event may take place on multiple days. Pesticide dealers, residential homeowners, and other commercial and industrial entities are not the intended participants and will not be eligible to participate in the Event. The Department of Pesticide Regulation (DPR) and California Agricultural Commissioners and Sealers Association (CACASA) have agreed to provide \$250,000 in funding to Sonoma County to support this project.

2. SERVICES TO BE PROVIDED:

A. Duties and Responsibilities of Marin County:

See paragraph 2.D.

B. Duties and Responsibilities of Napa County:

Collect, process, and distribute the registration applications and product disposal information of prospective growers and participants in the Three-County area – including the production of those online surveys used and maintenance of data collected.

C. Duties and Responsibilities of Sonoma County:

1. Provide and maintain all financial records for the project;
2. Enter into agreements with third-party contractors for the collection and disposal of hazardous waste; and
3. Find and secure location(s) for the Event.

D. Duties and Responsibilities of All Parties:

1. Coordinate with DPR and other Parties to schedule the necessary meetings or telephone conferences.
2. Participate in the development and execution of the Event.
3. Support all promotional opportunities for the Event.
4. Provide personnel necessary to effectively complete the tasks associated with the project.
5. Maintain records of all staff time and wages dedicated to the project.
6. Document the event(s) with photographs.
7. Develop a site safety plan for personnel, vendor and public for each event.
8. Lead efforts on event day(s) by ensuring adequate personnel and supplies for each event.
9. Create and distribute press release(s) on behalf of the Parties.
10. Submit a final report to DPR upon completion of the project which shall include:
 - a. Description of the collection event and update on the intended goals;
 - b. Descriptions of challenges encountered during the course of the project;
 - c. Recommendations for future pesticide collection events;
 - d. Outreach materials, notices, or flyers advertising the event to growers/farmers;
 - e. Photographs of each collection event;
 - f. Amount of pesticides collected (by weight or volume) identified by either trade name, active ingredient, registration number, or other means of categorization;
 - g. Number of participants for each event;
 - h. Participant feedback and comments for each event; and
 - i. Identification of media coverage surrounding the event.
11. Provide any additional funding to cover the cost of third-party contractors for the collection and disposal of hazardous waste that exceeds the amount provided by the Grant.

3. TERM:

This MOU shall become effective upon execution by all Parties and shall terminate on December 31, 2024.

4. FUNDING:

The \$250,000 grant issued by DPR and CACASA to Sonoma County is intended to be the primary source of funding for third-party hazardous waste contractors for the North Bay Pesticide Takeback Event. Each County is responsible for the cost of its county's staff time and any incidental costs associated with carrying out its duties and responsibilities under this MOU.

5. INDEMNIFICATION:

Each Party shall defend, indemnify and hold the other Parties, their officers, employees and agents harmless 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.

6. 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.

7. NOTICES:

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

Marin County: Marin County Department of Agriculture
1682 Novato Blvd., Ste 150A
Novato, CA 94947

Napa County: Napa County Department of Agriculture
1710 Soscol Ave., Suite 3
Napa, CA 94559

Sonoma County: Sonoma County Department of Agriculture
133 Aviation Blvd., Suite 110
Santa Rosa, CA 95403

8. DISPUTE RESOLUTION:

Any disagreements that may occur shall be resolved at the lowest possible level between the Parties and with a cooperative spirit. Each Party shall designate individuals who are responsible for resolving issues in a timely fashion regarding this MOU. Should agreement not be reached between the Parties after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

9. 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 Sonoma.

10. WITHDRAWAL AND TERMINATION:

Either Marin County, Napa County or Sonoma 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) days prior to the effective date of the

withdrawal. Withdrawal from this MOU will cancel that County's growers' ability to take part in this event. This MOU shall automatically be terminated upon the withdrawal of two Parties.

After any County withdraws, Sonoma 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 Party.

11. AMENDMENTS:

This MOU may be modified or amended only by a written document executed by all Parties and approved as to form by Marin, Napa, or Sonoma County Counsels or their designee.

12. 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.

13. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES:

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. This MOU is entered into for the sole benefit of the participant Counties, and no third party shall have any right to enforce any provisions of this MOU.

14. 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.

15. 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 Parties and any prohibited delegation or assignment shall render the MOU in breach. Upon consent to any delegation, transfer or assignment, the Parties will enter into an amendment to reflect the transfer and successor to that Party.

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16. 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 MARIN

APPROVED AS TO FORM



Stephanie Moulton-Peters, President
of the Board of Supervisors

Kerry Gerchow, Deputy County Counsel

Date: _____

COUNTY OF NAPA

Belia Ramos, Chair of the Board of
Supervisors

Date: _____

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Chris R.Y. Apallas</u> Deputy County Counsel</p> <p>Date: October 20, 2023 Doc No. 102419</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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COUNTY OF SONOMA

APPROVED AS TO FORM

Sita Kuteira

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Date: 2023.11.02 07:07:19
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Chris Coursey, Chair of the Board of
Supervisors

Sita Kuteira, Deputy County Counsel

Date: _____