



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

July 12, 2022

SUBJECT: Approval of Memorandum of Understanding for the consideration of a collaborative research facility in the City of Wheatland between the City of Wheatland ("City"), Yuba Water Agency ("YWA"), the University of California Center for Information Technology Research in the Interest of Society ("UC CITRIS")

PREPARED BY: Lon Hatamiya, President and CEO, The Hatamiya Group,
Economic Development Consultant to the City of Wheatland

Recommendation

Staff recommends the City Council approve the Memorandum of Understanding (MOU) between the City, YWA, and UC CITRIS to develop mutually beneficial research projects and collaborative partnerships with the desire to create a collaborative research facility in the City and direct the Mayor to sign the agreement.

Background/Discussion

Over the past twelve months or more, City staff and consultants have been working to identify and establish a collaborative research initiative with the appropriate University of California institute, combining the interests of the Yuba Water Agency, United States Air Force, and the City. Late last year (2021), we entered into discussions with the University of California Center for Information Technology Research in the Interest of Society and the Banatao Institute, based at UC Berkeley with faculty and research partners at UC Davis, UC Santa Cruz, and UC Merced. These discussions led to mutual interest in the development of a collaborative partnership with research projects focused on energy resilience, fire protection and sensors, water efficiency and other relevant areas of interest.

This MOU is the next step in the further development of a research partnership between all parties which could lead to new economic development opportunities for the City, especially in the area of the Employment Zone.

Fiscal Impact

None

Attachments

- 1. Memorandum of Understanding between City of Wheatland, Yuba Water Agency, and the University of California Center for Information Technology Research in the Interest of Society**

Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is entered into _____ (the “Effective Date”), by and between Yuba Water Agency, with an address of 1220 F Street, Marysville, California 95901 (YWA”), City of Wheatland, California, with an address of 111 C Street, Wheatland, California 95692, (“Wheatland”), and the University of California Center for Information Technology Research in the Interest of Society and the Banatao Institute (“UC CITRIS”), with an address of 330 Sutardja Dai Hall, Berkeley, California 94720, also individually referred to as “Party”, and collectively “the Parties.”

WHEREAS the Parties desire to enter into an agreement to develop mutually beneficial research projects and/or collaborative partnerships; and

WHEREAS the Parties desire future discussions on the creation of a collaborative research facility in the City of Wheatland; and

WHEREAS the Parties understand that all efforts will be made to engage with the United States Air Force, including leaders at Beale Air Force Base, for collaborative efforts that benefit all Parties; and

WHEREAS the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated agreements related to mutually beneficial research projects and other collaborative activities.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to applied research and technical assistance.

2. Objectives. The Parties agree as follows:

2.1. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.

2.2. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.

2.3. The Parties shall mutually contribute and take part in any and all phases of the planning and development of mutually beneficial research projects and/or collaborative partnerships to the fullest extent possible.

2.4. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.

2.5. The MOU shall in no way obligate any Party to supply funds to maintain and/or sustain any projects or partnerships considered hereunder.

3. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until discontinued by any Party.

4. Termination. This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Parties.

5. Representations and Warranties. All Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of any Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

6. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

8. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

9. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by California law.

10. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by all parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Signed for and on behalf of the Yuba Water Agency by _____

_____ Date: _____

Signature

Signed for and on behalf of the City of Wheatland by _____

_____ Date: _____

Signature

Signed for and on behalf of UC CITRIS by _____

_____ Date: _____

Signature