**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN THE COUNTY OF SISKIYOU AND THE CITIES OF DUNSMUIR, WEED, MT. SHASTA, YREKA, MONTAGUE, FORT JONES, ETNA, DORRIS AND TULELAKE FOR THE**

**ESTABLISHMENT OF AN EDIBLE FOOD RECOVERY PROGRAM CONSISTENT**

**WITH CALIFORNIA CODE OF REGULATIONS, TITLE 14, DIVISION 7, CHAPTER 12 SHORT-LIVED CLIMATE POLLUTANTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the County of Siskiyou, entered into this \_\_ day of \_\_\_\_\_\_\_\_\_\_, 2022, by and between the County of Siskiyou, hereinafter called "the County" and among the cities of Dunsmuir, Weed, Mt. Shasta, Yreka, Montague, Fort Jones, Etna, Dorris and Tulelake, hereinafter called "the Cities."

**W I T N E S S E T H:**

WHEREAS, the County has been assisting the jurisdictions within the County with compliance and any applicable exemptions concerning AB 939, AB 341 and AB 1826 and is planning on assisting with SB 1383 applicable exemptions and compliance;

WHEREAS, the County of Siskiyou and its cities have a rural exemption from AB 1826 requirements to establish an organics waste collection program for businesses, due to the rural composition of the County and its cities.

WHEREAS, the County and its cities are applying for a rural exemption from SB 1383 requirements that include the establishment of an organic waste collection program for businesses and residents and other related activities, due to its rural composition and the associated difficulty and expense of establishing an organics waste collection system.

WHEREAS, the SB 1383 rural exemption does not exempt the County and its cities from establishing an edible food recovery program to recover leftover edible food from large commercial generators for human consumption, and to require specified generators to donate such food, and to adopt a mechanism for enforcing such requirements.

WHEREAS, the County’s Board of Supervisors will enact a Mandatory Edible Food Reduction Ordinance as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, to comply with such requirements.

WHEREAS, to promote consistency within jurisdictions throughout Siskiyou County and help its low population, low density jurisdictions, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and the two Cities in the county; and

**NOW, THEREFORE**, it is hereby agreed by the parties hereto as follows:

**AGREEMENT**

**1. Recitals.**

The foregoing recitals are true and correct and hereby incorporated herein.

**2. Term.**

This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 11.

# 3. County Responsibilities

The County shall:

1. Create and coordinate an Edible Food Recovery Program compliant with

California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants on behalf of the City so long as this Memorandum of Understanding is in effect in its entirety.

1. Provide such services and activities for the Cities as described in Exhibit A, Scope of Activities, attached hereto and incorporated by reference herein.
2. Offer to provide services relating directly to the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants Edible Food Recovery regulations.
3. Report to CalRecycle on behalf of the Cities.

# 4. City Responsibilities

The Cities shall:

1. Adopt and make part of their municipal codes an enforceable ordinance establishing an Edible Food Recovery program as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, including the specific provisions provided to the Cities by the County for edible food recovery definitions, requirements for Tier One and Tier Two Edible Food Generators, and requirements for Food Recovery Organizations and Food Recovery Services.
2. Enter into this Memorandum of Understanding.

1. Acknowledge, by ordinance described in A. above, that, notwithstanding this Memorandum of Understanding, that each City is, as stated in California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, ultimately responsible for compliance with the said Code.
2. Provide information. Within thirty (30) days of request by the County, or as soon as such information is available, the City will share with the County, data, documents, contact information for commercial edible food generators or other information available and necessary for the County to carry out the responsibilities delegated to it in this MOU.
3. Be responsible for all other applicable SB 1383 regulatory requirements not expressly designated to the County as set forth herein.
4. Work with the County on any related issues requiring jurisdictional assistance or help in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short Lived Climate Pollutants and operating within Cities boundaries.

**5. Indemnification/Hold Harmless.**

Each Party shall solely be liable for any and all damages, including attorney's fees, resulting from the actions or omissions arising from its performance of the terms of this MOU. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Parties because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors in the performance of this MOU.

For purposes of indemnification set forth in this MOU, "Indemnified Parties" means the applicable party, its affiliates, successors and assigns and its and their employees, directors, officers, agents, and volunteers. The Indemnified Parties: 1) shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby; 2) shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and 3) shall reasonably cooperate with the defense.

# 6. Amendment of MOU and Merger Clause

This MOU, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the MOU conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this MOU, the provisions of this body of the MOU shall prevail. Any prior MOU, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and will become effective when signed by all parties.

# 7. Records

The County shall maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of five (5) years from the termination of this MOU.

# 8. Assignability

The County shall have the right to assign this MOU or any portion thereof to a third party or subcontract with a third party to perform any act required under this MOU without the prior written consent of the City.

# 9. Notices

Any written notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited with the United States Postal Service, postage prepaid, or when transmitted by email communication, addressed:

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| In the case of the County  Nancy Ogren, Supervisor  190 Greenhorn Road  Yreka CA 96097  nogren@co.siskiyou.ca.us | In the case of City of Yreka  Paul McCoy, City Council  701 4th Street  Yreka CA 96097  pmccoy@ci.yreka.ca.us |

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| --- | --- |
| In the case of the City of Dorris  Melissa High  307 S. Main Street  Dorris CA 96023  cityadmin@cot.net | In the case of City of Weed  Craig Sharp  PO Box 470  Weed CA 96094  sharp@ci.weed.ca.us |
| In the case of City of Dunsmuir  Juliana Lucchesi  5915 Dunsmuir Avenue  Dunsmuir CA 96025  lucchesij8@gmail.com | In the case of City of Etna  Jamie Tarne  442 Main Street  Etna CA 96027  j.tarne@cityofetna.org |
| In the case of City of Montague  Dave Dunn  PO Box 428  Montague CA 96064  publicworks@cityofmontague.com | In the case of City of Mt. Shasta  Muriel Terrell  305 N. Mt. Shasta Boulevard  Mt. Shasta CA 96067  mterrell@mtshastaca.gov |
| In the case of City of Tulelake  Hank Ebinger  PO Box 847  Tulelake CA 96134  cityoftulelake@cot.net | In the case of City of Ft. Jones  Kathye Banks  PO Box 40  Ft. Jones CA 96032  14Kaugirl@gmail.com |

# 10. Controlling Law and Venue

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of San Mateo.

# 11. Term and Termination

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on January 1, 2022, and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated without cause by the City or the County’s Administrative Officer or their designee at any time upon thirty (30) days written notice to the other party.

# 12. Authority

The parties warrant that the signatories to the MOU have the authority to bind their respective entities.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

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| **COUNTY OF SISKIYOU:**  Siskiyou County Board of Supervisors  Chair | **CITY OF YREKA**  Mayor |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **CITY OF DORRIS**  Mayor | **CITY OF WEED**  Mayor |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **CITY OF DUNSMUIR**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **CITY OF MONTAGUE**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **CITY OF TULELAKE**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **CITY OF ETNA**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **CITY OF MT. SHASTA**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **CITY OF FT. JONES**  Mayor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **APPROVED AS TO LEGAL FORM**  **SISKIYOU COUNTY COUNSEL** |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Deputy County Counsel  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

ATTEST:

Laura Bynum

County Clerk

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy, Wendy Winningham