**Community Development block grant**

**Siskiyou County Protein and Produce Program**

**Memorandum of Understanding**

**Between**

The County of Siskiyou, the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, Yreka, and Great Northern Services for program management and implementation of a Community Services Program funded by the Community Development Block Grant program.

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) is made and entered into this \_\_ day of \_\_\_\_\_, 2024 by and between The County of Siskiyou (hereinafter, “County”), the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka (hereinafter, “Cities”) and the subrecipient, Great Northern Services (herinafter, “GNS”).

The purpose of this MOU is to establish the terms and conditions under which the County will operate a Public Service Program, Siskiyou County Protein and Produce Program (hereinafter, “P&P”), funded by the Community Development Block Grant (hereinafter, “Grant”), administered by the State of California Department of Housing and Community Development (hereinafter, “HCD”). The P&P program will directly benefit Low to Moderate Income residents in Siskiyou County; to be administered and implemented by GNS.

**WHEREAS,** the California Department of Housing and Community Development has announced the availability of funds for Public Services for the 2024 Notice of Funding Availability; and

**WHEREAS**, the County is an eligibile non-entitlement jurisdiction that is in compliance with existing HCD Program monitoring, award agreements, debarments, and Housing Element requirements; and

**WHEREAS**, under the provision of said CDBG Grant application the County will be applying for a grant to provide fresh and frozen Protein & Produce to 11 distributions sites throughout the County and Cities and serving qualified residents from the 9 Cities including those in the county in opposite months of GNS’ USDA commodities distribution; and

**WHEREAS**, the County will be operating the program in the jurisdiction of the Cities; and

**WHEREAS**, participating in this MOU is advantageous to the Cities in that provides food for low to moderate income individuals, families and households on a countywide basis; and

**WHEREAS,** the County will be the sole applicant to apply for a Grant application for Public Services with GNS as the subrecipient; and

**WHEREAS,** there are no similar services provided in the County or Cities jurisdictions; and

**WHEREAS**, the County, Cities and GNS desire to participate in this MOU.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO TERMS AND RESPONSIBILITIES AS FOLLOWS:**

1. This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties’ respective jurisdictions and shall remain in full force and effect for the period of an executed agreement between the County and HCD. Parties included in this MOU may withdraw or terminate their participation at any time during its term upon ninety (90) days written notice to all participating Parties and without severing or modifying the participation of the remaining Parties. Additionally, other jurisdictions within Siskiyou County, not originally included in this MOU, may be added prior to the submission deadline.
2. If awarded funds, Cities agree that GNS will administer and implement on behalf of the County the P&P program in their jurisdiction to assist Low to Moderate Income Individuals with fresh and frozen protein and produce in the opposite months of GNS’ USDA commodities distribution.
3. If awarded funds, the Cities will not be financially responsible for or beholden to the standard agreement between the County and HCD.
4. The Cities agree to allow the County and GNS to conduct the P&P program in the Cities jurisdictions without hinderance or obligation to the Cities.
5. As the applicant, the County shall:
   1. Agree to submit the Grant and will be the Grant recipient responsible to administer the Grant, be accountable to HCD for proper expenditure of the funds and will be the point of contact for MOU Parties.
   2. Develop subrecipient agreement with GNS, the subrecipient, to prepare the application and conduct regular administration, management, and implementation of the Grant.
6. As a subrecipient, GNS shall:
   1. Provide appropriate, qualified staff to implement and manage the work plan, who will incur the costs of salaries, benefits, use of equipment and expenses related to eligible activity delivery costs.
   2. Purchase and deliver food for the P&P Program.
   3. Lead program outreach, activity delivery, and beneficiary engagement.
   4. Coordinate P&P delivery locations and implement subrecipient agreements and MOUs with The Siskiyou Community Resource Centers and distribution sites. The preliminary distribution sites are:

|  |  |  |
| --- | --- | --- |
| **Organization/**  **Distribution Jurisdiction** | **Jurisdiction/Areas Served** | **HH Served per Distribution** |
| Dorris Lions Club/  Dorris | Macdoel and other small communities in Butte Valley | 100 |
| Dunsmuir CRC/  Dunsmuir | Dunsmuir and outlying residential areas | 100 |
| Valley Oaks Senior Center (Greenview)/  County | Etna, Fort Jones, Greenview, Quartz Valley and Klamath River communities, Salmon River, Cecilville, Horse Creek, Somes Bar and Seiad Valley | 110 |
| Happy Camp Community Action Center/  County | Happy Camp, Klamath River communities, Salmon River, Cecilville, Horse Creek, Somes Bar and Seiad Valley | 40 |
| Hornbrook Community Bible Church/  County | Hornbrook and communities north and east of Yreka | 70 |
| McCloud American Legion (McCloud CRC)/  County | McCloud and outlying residential areas | 70 |
| Montague Methodist Church/  Montague | Montague and other Shasta Valley towns, including Grenada, Gazelle, Shasta Valley communities | 50 |
| Mt. Shasta CRC/  Mt. Shasta | Mt. Shasta and outlying residential areas | 100 |
| TEACH/  Tulelake | Tulelake and surrounding communities in far eastern Siskiyou County | 125 |
| GNS/  Weed | Weed and the Shasta Valley communities to the north, including Grenada, Gazelle, Big Springs, Shasta Valley communities | 35 |
| Yreka CRC/  Yreka | serving Yreka and outlying areas around Yreka, portions of Klamath River communities and residents of Shasta Valley communities | 140 |
| **Total HH Served per Distribution** | | **940** |

1. This MOU may be amended only by mutual written agreement of all parties.

**GENERAL PROVISIONS**

**A. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be Siskiyou County Superior Court in Siskiyou County, California.

**C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

**E. Sovereign Immunity.** The County of Siskiyou, the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka and Great Northern Services and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**F. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall incur solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**G. CDBG Program Terms and Conditions.** The Parties agree that the County of Siskiyou will administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with HCD for said activities and funding. The Parties agree that the County of Siskiyou shall be the sole applicant and executor of the HCD’s Standard Agreement. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward the County of Siskiyou, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483.

**H.** Insurance Requirements. “GNS” agrees to have and maintain the policies set forth in Exhibit A entitled “INSURANCE REQUIREMENTS,” which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the “County” as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the “County”. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**IN WITNESS WHEREOF**, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**COUNTY OF SISKIYOU**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rick Dean, Director of Community Development

**CITY OF DORRIS**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joanna Wynant, City Administrator

**CITY OF DUNSMUIR**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dustin Rief, City Manager

**CITY OF ETNA**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeff Mitchem, City Administrator

**TOWN OF FORT JONES**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cherie Stephen, Interim City Administrator

**CITY OF MONTAGUE**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dave Dunn, City Administrator

**CITY OF MT. SHASTA**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Todd Juhasz, City Manager

**CITY OF WEED**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Steven Baker, Interim City Manager

**CITY OF TULELAKE**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jenny Coelho, City Administrator

**CITY OF YREKA**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jason Ledbetter, City Manager

**GREAT NORTHERN SERVICES**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Marie-Josée Wells, Executive Director/CEO