

MEMORANDUM OF UNDERSTANDING

SANTA CRUZ COUNTYWIDE EDIBLE FOOD RECOVERY SERVICE AGREEMENT

This Memorandum of Understanding (MOU) to support cooperative edible food recovery projects is effective July 1, 2024, made by and between the County of Santa Cruz (“County”) and the Cities of Capitola, Scotts Valley, Santa Cruz, and Watsonville for the purpose of entering into an agreement to fund a countywide Edible Food Recovery Service Agreement (“Service Agreement”) to comply with the requirements of State law under Senate Bill 1383 (SB 1383). The Cities of Capitola, Scotts Valley, Santa Cruz, and Watsonville, and County may be identified individually as “Partner” or collectively as “Partners.”

RECITALS

WHEREAS, SB 1383 requires the Partners to plan for, support, and accurately report countywide edible food recovery capacity; and

WHEREAS, SB 1383 requires the Partners to educate Food Recovery Organizations and Edible Food Generators about edible food recovery requirements and to annually collect and report information to CalRecycle; and

WHEREAS, the Partners have a mutual interest in the efficient countywide implementation of edible food recovery programs to meet SB 1383 ensure adequate food recovery capacity; and

WHEREAS, the Partners have each received SB 1383 Local Assistance Grant funds from CalRecycle to support the implementation of SB 1383 within their local jurisdictions; and

WHEREAS, CalRecycle SB 1383 Local Assistance Grant fund reporting requires a Service Agreement with the Service Agreement contractor (“Contractor”) and a Memorandum of Understanding between the Partners to certify valid expenses; and

WHEREAS, the Partners have determined that there will be mutual benefits to cooperatively engaging in a Service Agreement to hire a Contractor and share costs to support cooperative SB 1383 programs; and

WHEREAS, the Partners have agreed to support the Edible Food Recovery Service Agreement by contributing a portion of their SB 1383 CalRecycle Local Assistance Grant to the County, as lead jurisdiction, according to their population based on CalRecycle’s jurisdictional procurement targets; and

WHEREAS, the Partners wish to make clear their respective roles and responsibilities relating to the Service Agreement.

AGREEMENT

NOW THEREFORE, the Partners incorporate the above Recitals and agree as follows:

1. The County of Santa Cruz will act as the lead jurisdiction on behalf of the Partners and hold the Service Agreement with the Contractor selected by the County of Santa Cruz. The Contractor will be selected in consultation with and written approval from all Partners.
2. The Partners will contribute to a not-to-exceed cost of \$250,000 for a two-year Service Agreement, to retain said Contractor based on the funding commitments shown in Table 1, which are reflective of each jurisdiction’s relative population as calculated based on CalRecycle’s SB 1383 jurisdictional procurement targets. The surplus of \$11,115 includes grant funds committed to purchase and pay set up fees for the countywide Careit App subscription over the two-year SB 1383 Local Assistance Grant cycle (FY 2025-FY 2026).

Table 1: Cost Sharing by Population Based on CalRecycle’s Jurisdictional Procurement Targets		
Jurisdiction	Cost Share (over two years)	Percentage Share
Capitola	\$10,091	3.86%
Santa Cruz	\$56,156	21.51%
Scotts Valley	\$11,755	4.50%
Watsonville	\$51,366	19.67%
Unincorporated County	\$131,747	50.46%
Total	\$261,115	100.00%

3. The Partners agree this cost allocation set forth in Table 1 will only be used for the purposes of distributing the costs outlined in this Memorandum of Understanding, including the Service Agreement Scope of Work (“Scope”) outlined in Attachment A and purchase and set up fees for the countywide Careit App subscription over the FY 2024- FY 2026 SB 1383 . This allocation will not be used as a precedent, or to bind any of the Partners in any way, in cost sharing arrangements for any future cooperative waste management activities.
4. The Partners developed the Scope to increase countywide program consistency to benefit regulated businesses and food recovery organizations operating in various jurisdictions within Santa Cruz County and to reduce program costs for the individual jurisdictions by developing shared SB 1383 program components and implementation materials:
5. The County of Santa Cruz, Recycling and Solid Waste Services Section will be the primary entity responsible for the administrative management of the Service Agreement to oversee deliverables, approve invoices and provide billing information to partner jurisdictions.
6. The County of Santa Cruz will provide regular written reports to each Partner, at least quarterly, through billing and email updates to ensure compliance with the Scope. Any Partner may request specific information from County related to this MOU and the Service Agreement or a meeting with the County to discuss the Scope or any related deliverable under the SB 1383 Edible Food Recovery Service Agreement.

7. Recordkeeping and Audit.

7.1 The County must keep accurate records relating to the Service Agreement in a manner consistent with applicable state and/or federal laws and regulations.

7.2 Any and all records pertaining to the Service Agreement shall be readily available for examination and audit by any Partner. All such records shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after the termination of this MOU, whichever is sooner.

8. Insurance and Indemnification.

8.1 Each party (“Indemnitor”) to this MOU agrees to defend, indemnify, and hold harmless the other parties to this MOU, and the other parties’ respective officials, officers, employees, and volunteers (“Indemnitees”) from any claims, demands, damages, and liability of any kind or nature, including attorneys’ fees and costs, but only in proportion to and to the extent that any such liability imposed on the Indemnitees is proximately due to the negligent acts or omissions of the Indemnitor, its officials, officers, employees, volunteers, invitees, or others under Indemnitor’s control or authority relating to this MOU.

8.2 Each Partner represents and warrants that it is insured to honor its respective indemnification obligations provided herein and that the indemnifying Partner’s insurance coverage shall be the primary insurance as respects the other Partners.

9. Amendment. This MOU may not be amended or modified in any respect except by written instrument duly executed by each Partner.

10. No Agency. It is understood that each of the Partners operate independently from one another and cannot enter into agreements or contracts as agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other related to this MOU or the Service Agreement.

11. No Assignment. No party to this MOU can assign any portion of this MOU without the other Partners’ prior written consent, unless otherwise stated herein.

12. Entire Agreement. This MOU contains the entire agreement of the Partners and each Partner acknowledges there were no other oral agreements, representations, warranties or statements of fact made prior to or at the time of the signing of this MOU.

13. Severability. If any term or provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

14. Waiver. Waiver by any Partner of any portion of this MOU shall not constitute a waiver of the same or any other portion hereof.

15. Governing Law. This MOU shall be governed by and interpreted in accordance with California law.

16. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email:

To COUNTY:

[name/title]

[address]

[phone]

[email]

To SCOTTS VALLEY:

[name/title]

[address]

[phone]

[email]

To CAPITOLA:

[name/title]

[address]

[phone]

[email]

To WATSONVILLE:

[name/title]

[address]

[phone]

[email]

To SANTA CRUZ:

[name/title]

[address]

[phone]

[email]

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

17. Counterparts. This MOU may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding

on and effective regarding all parties. Facsimile and scanned signatures have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties execute this MOU as of the dates below:

COUNTY OF SANTA CRUZ

Approved as to form:

By: _____

County Counsel

Its: _____

Date: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

City Attorney

Its: _____

Date: _____

CITY OF SANTA CRUZ

Approved as to form:

By: _____

City Attorney

Its: _____

Date: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

City Attorney

Its: _____

Date: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____

Its: _____

Date: _____

Attachment A

Scope of Work

A. Food Recovery Capacity Planning

- Survey known Food Recovery Organizations (FROs) operating within Santa Cruz County
- Develop survey in collaboration with local jurisdictions to include at minimum:
 - Current collection capacity (by weight/meals).
 - Current distribution capacity (by weight/meals).
 - Desire to expand food recovery and distribution capacity (yes/no).
 - Equipment/personnel needed to maintain/expand services.
 - Work with Santa Cruz County local jurisdictions to complete other components of SB 1383 Food Recovery Capacity Planning Report.
 - Provide survey data and brief summary report to Santa Cruz County by July 24, 2024.

B. Food Recovery Information Collection:

- Name, Location, and Contact Information for all known food recovery organizations and services operating within Santa Cruz County.
 - Annual amount of food collected from Food Generators by donor location/jurisdiction
 - Annual food recovery capacity (if greater than annual amount of food collected).
 - Annual amount of food delivered to food recipients by local jurisdiction.
- Maintain Accurate Edible Food Recovery Agreement Records with Tier 1 and Tier 2 Food Generators to document SB 1383 local contract compliance.
- Name, Location, and Contact Information for Tier 1 and Tier 2 Food Generators.
 - Onboarding and coordination of Tier 1 and Tier 2 Food Generators
 - Work with local jurisdictions to identify and onboard new Food Generators.
 - Meet with SB 1383 food donors to increase food recovery opportunities.

C. Annual CalRecycle Food Recovery Data Report to each of five (5) local jurisdictions within the county

- Provide brief edible food recovery report to each jurisdiction for each calendar year by June 15 for submission by local jurisdictions as part of CalRecycle's Electronic Annual Report (EAR) including:
 - Pounds of estimated or weighed recovered food for the preceding calendar year.
 - Help jurisdiction to clarify list of and quantify total of all Tier 1 & 2 Food Generators.
 - Support the identification and quantity of Food Recovery Organizations and Services located within each jurisdiction.
 - Report number of food recovery education notices print, electronic, direct contact, and others distributed by CONTRACTOR to FROs and Tier 1 & 2 Food Generators for the calendar year.
 - Support local jurisdictions to clarify quantity and location of food recovery violations within the year by Tier 1 & 2 Food Generators, FROs, and Food Recovery Services.

- Report numbers of complaints and follow up at Food Recovery Organizations and Services, Tier 1 & 2 Food Generators.
 - Deliver brief edible food recovery report to lead contact at each of the five (5) local jurisdictions.
- D. Support Food Recovery Organization Collection and Record Keeping:
 - Provide record keeping training to Food Recovery Organizations.
 - Provide scales to record pounds of donated food.
 - Provide temperature regulating equipment to hold food at temperature during transit.
- E. Prepared Food Handling Methods:
 - Work with Food Recovery Organizations to build capacity for Tier 2 food recovery:
 - Establish edible food quality acceptance standards and empower edible Food Recovery Organizations to accept or reject prepared edible food based on these standards.
 - Collaborate with County Environmental Health or other food safety lead agency/ies to develop accepted best practices in safe food handling.
 - Prepare/distribute bilingual (Spanish/English) food safety training materials (available on website and printed)
 - Prepare and present in-person bilingual (Spanish/English) food safety training for FROs and/or Tier 1 & 2 Food Generators (twice per year as needed)
- F. Prepare bilingual (Spanish/English) SB 1383 educational outreach materials.
 - Food Recovery Organizations and services outreach
 - SB 1383 food recovery reporting when contracts are held directly with Food Generators.
 - School education and outreach
 - Food donation Tier 2 requirements
 - Contract and record keeping responsibilities.
 - Food Generating Business education and outreach.
 - SB1383 donation requirements
 - Donate maximum amount of edible food
 - No intentional edible food spoilage
 - Good Samaritan Act protections
- G. Implement Countywide Use of Edible Food Recovery Software
 - Assist with implementation of “Careit App” to simplify SB 1383 record keeping and enhance communications between edible Food Generators, Food Recovery Organizations, and local jurisdictions.
 - Introduce app to Food Generators and Food Recovery Organizations during outreach, training, education, and reporting tasks.