

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT BRAGG AND
FORT BRAGG FOOD BANK**

This Memorandum of Understanding (“MOU”) dated _____, 2024 is by and between The City of Fort Bragg (“City”), and the Fort Bragg Food Bank (“FBFB”), sometimes referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the FBFB has been identified as a local food recovery organization in the City; and

WHEREAS, the FBFB will be required to provide the City with a written annual report inclusive of the number of pounds of food received per month from each local edible food generator, and food deemed unfit for human consumption that is sent to landfills, or livestock feed no later than June 1st of every year; and

WHEREAS, food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 California Code of Regulation (CCR) Section 18991.3(b), shall maintain the following records readily available for inspection by the City, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food within city limits.
2. The quantity in pounds of edible food received from each commercial edible food generator per month no later than June 1st of every year.

WHEREAS, the FBFB will be required to provide the City with copies of agreements between the FBFB, and all Tier 1 and Tier 2 edible food generators in City Limits by December 31, 2024, and annually thereafter to ensure that the maximum amount of edible food is being recovered; and

WHEREAS, the FBFB has the experience, training, resources, and staff to manage food and items for basic human needs; and

WHEREAS, funding for capacity expansion is available through the City’s portion of CalRecycle SB1383 Grant Funding upon entering into this MOU.

NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

I. TERM AND TERMINATION.

- A. Either party may terminate this MOU at any time with or without cause by giving the other party thirty (30) days' advance written notice.

II. DUTIES AND RESPONSIBILITIES OF THE PARTIES.

- A. FBFB agrees to the following:

1. Provide the City with copies of agreements between the FBFB and all Tier 1 and Tier 2 edible food generators within city limits by December 31, 2024, and annually thereafter.
2. Provide annual reporting to the City no later than June 1st of every year, which includes the number of pounds of food received per month from each Tier 1 and Tier 2 generator in City Limits.
3. Provide budgets, quotes, or estimates for capacity expansion resources as requested by the City.

- B. The City agrees to the following:

1. Provide an annual capacity planning study to the FBFB which identifies whether there is a need for additional organic waste recycling capacity and edible food recovery capacity.
2. Provide support to FBFB with meeting capacity and maximizing recovery efforts.
3. Provide support to FBFB for capacity expansion as the applicant for grants made available by CalRecycle. A portion of grant funding from CalRecycle may be made available to the FBFB at the discretion of the City.

III. INDEMNIFICATION

Both parties shall indemnify, defend with counsel acceptable to the other party, and hold harmless to the full extent permitted by law, the other party and its Council, Board of

Trustees/Board, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this Agreement or failure to comply with any obligations contained in these contract documents, except such liability caused by the active negligence, sole negligence, or willful misconduct of either party. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for either party or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

III. NO PROMISE OF REIMBURSEMENT

While this MOU may increase the likelihood that both the City and FBFB may be reimbursed for expenses incurred when expanding the capacity of food recovery organizations at the federal or state level, nothing in this MOU is intended to guarantee that such reimbursement shall occur.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the day and year first written above.

CITY OF FORT BRAGG

FORT BRAGG FOOD BANK

By:

By:

Name: Isaac Whippy

Name:

Title: City Manager

Title:

Date:

Date:
