

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MANTECA AND
THE COUNTY OF SAN JOAQUIN FOR THE INSPECTION OF THE CITY'S EDIBLE
FOOD RECOVERY PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), is entered into between the City of Manteca (the "City") and the County of San Joaquin (the "County");

RECITALS

WHEREAS, the City has established an edible food recovery program, within Chapter 13.02 of the Manteca Municipal Code, as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 (the "SB 1383 Regulations") (the "Edible Food Recovery Program"); and

WHEREAS, the County, through its Environmental Health Department, has offered to conduct on-site inspections and records review pursuant to the City's Edible Food Recovery Program within the City on behalf of the City; and

WHEREAS, 14 CCR Section 18981.2 authorizes the City to designate a public entity, such as the County, to fulfill some of its regulatory responsibilities for the Edible Food Recovery Program through an MOU; and

WHEREAS, Section 13.02.205 of the Manteca Municipal Code provides that the City or its designee may inspect all premises within the City to determine compliance with and enforce the relevant provisions of Chapter 13.02.205 of the Manteca Municipal Code.

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

1. **Designation of County as the City's Designee**
 - A. Pursuant to Manteca Municipal Code Chapter 13.02 and 14 CCR Section 18981.2, the City hereby designates the County as the entity assigned and authorized to fulfill the City's regulatory responsibilities under the Edible Food Recovery Program as described in this MOU.
 - B. The City may limit or revoke the designation at any time upon thirty (30) days' written notice.
2. **Responsibilities of the City**
 - A. The City will develop a method to accept written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant with the Edible Food Recovery Program and forward those to the County.
 - B. The City shall be responsible for all investigation and enforcement of Manteca Municipal Code Chapter 13.02.205 as it pertains to the Edible Food Recovery Program.
3. **Responsibilities of County**
 - A. The County will perform the following regulatory responsibilities

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pursuant to the City's Edible Food Recovery Program:

- i. Inspect all premises and review records of Tier One and Tier Two Commercial Edible Food Generators, as well as all Food Recovery Organizations and Food Recovery Services, as those terms are defined in Section 13.02.010 of the Manteca Municipal Code. Inspections shall begin as of the Effective Date of this MOU;
 - ii. As necessary, the County shall carry out the inspection responsibilities of the City pursuant to Sections 13.02.205.
 - iii. The County shall provide the City with any and all edible food recovery on-site inspection reports within two (2) business days from the date of inspection.
- B. The County has only been designated to provide services as described in this MOU, and shall not perform other responsibilities identified in the Edible Food Recovery Program.

4. Compensation

- A. The benefit of this MOU to both the City and the County is that this approach will create a joint uniform, standardized, and coordinated system for inspection and enforcement of the Edible Food Recovery Program, where County would complete inspections and City handle enforcement.
- B. Further, this MOU will significantly reduce the overhead costs to the City and the County by leveraging economies of scale.
- C. The County may by resolution directly charge each individual Tier One and Tier Two Commercial Edible Food Generators a reasonable fee to recoup its costs in implementing inspection and recordkeeping provisions of the Edible Food Recovery Program.

5. Relationship of Parties

It is expressly understood that this is an agreement between two independent entities, the County and the City, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent of the parties is to create an independent collaborative relationship.

6. Indemnification

- A. Both the County and the City of Manteca (each an "Indemnified Party") agree to indemnify, hold harmless and defend the other Indemnified Party, its directors, officers, employees, affiliates, contractors, and partners, against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, all reasonable legal fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of or resulting

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from any one or more resulting from this MOU, brought for, or on account of, any of the following:

- i. Injuries to or death of any person, including employees, officers, or agents of the County.
 - ii. Damage to any property.
- B. The duty of the Indemnified Party is to indemnify and defend under this Section shall not apply to injuries or damage for which the Indemnified Party has been found to be liable by reason of its own negligence or willful misconduct.
- C. The duty of the Indemnified Party is to indemnify and defend as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- D. Each Indemnified Party agrees to provide the other with prompt notice of any claim and give control of its defense and settlement to the Indemnified Party. Each Indemnified Party shall also cooperate in all reasonable respects with the Indemnified Party, its insurance company, and its legal counsel in its defense of such claim. The obligation to defend and indemnify pursuant to this section shall not cover any claim in which there is a failure to give the Indemnified Party prompt notice, but only to the extent that such lack of notice prejudices the defense of the claim.
- E. The obligations imposed by this section shall survive termination or expiration of the MOU.

7. **Entire Agreement**

This MOU constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and understanding of each party as of the Effective Date.

8. **Modifications**

Any modifications to this MOU shall be in writing and will become effective when signed by both parties.

9. **Records**

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

10. **Notices**

Any written notice, request, demand, or other communication regarding this MOU 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, to:
Muniappa Naidu, Assistant Director
County of San Joaquin Environmental Health Department
1868 E Hazelton Ave.
Stockton, CA 95205
Email: mnaidu@sjgov.org

In the case of the City, to:
Avneet Mahil, Interim Deputy Director Public Works
City of Manteca, Public Works Department
1001 W. Center St.
Manteca, CA 95337
Email: amahil@manteca.gov

11. Terms and Termination

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on the Effective Date and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated without cause by either party's authorized representative at any time upon thirty (30) days' written notice to the other party.

12. Authority

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

13. Effective Date

The effective date of this MOU will be the date the last party signs (the "Effective Date.")

COUNTY OF SAN JOAQUIN

CITY OF MANTECA

By: _____
Jasjit Kang
Director

By: _____
Toni Lundgren
City Manager

Date: _____

Date: _____

Approved to Form:

Approved to Form:

Zayante (Zoey) P. Merrill
Deputy County Counsel

David Nefouse
City Attorney