

## **TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY RECOVERED EDIBLE FOOD STORAGE CONTRACT**

**THIS CONTRACT** is made at Red Bluff, California, by and between the Tehama County Solid Waste Management Agency (“Agency”), a joint powers authority, and Corning Christian Assistance, (“Participating Entity”) for the purpose of ensuring sufficient capacity of edible food storage. Agency and Participating Entity may collectively be referred to as the “Parties.”

**WHEREAS**, SB 1383 requires that by 2025, the state of California will recover and redistribute 20 percent of edible food that would otherwise be sent to landfills; and

**WHEREAS**, the Tehama County Solid Waste Management Agency (“Agency”) is the agency responsible for SB 1383 compliance in Tehama County, California, and

**WHEREAS**, Agency is required to ensure that there is sufficient county-wide capacity for all of the recovered edible food; and

**WHEREAS**, Agency desires Participating Entity’s services to provide sufficient capacity for the recovered edible foods for purposes of SB 1383 compliance.

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

### **SECTION 1.      PARTICIPATING ENTITY SERVICES**

During the Term of this Contract, Participating Entity represents that it will have capacity for storage of recovered edible foods sufficient for Agency’s jurisdiction. Specifically, Participating Entity will provide storage space pursuant to this contract as follows: **1,509 pounds per month**.

If, at any time during the Term of this Contract, Participating Entity is unable to provide the storage space set forth above, it will promptly notify Agency and assist to coordinate an alternative location for any recovered edible food either at another location controlled by Participating Entity or through a separate entity.

### **SECTION 2.      CONSIDERATION**

- A. The benefit to Participating Entity pursuant to this Contract is that it furthers Participating Entity’s non-profit purpose as the recovered edible food can be used in its food pantries and for its meal programs.
- B. The benefit to Agency is that it meets its obligations under SB 1383 in providing sufficient storage of recovered edible food and generally ensuring that compliance with the state law is met.

### **SECTION 3.        TERM AND TERMINATION**

- A. The initial term of this agreement shall be for one year beginning at the date the Contract is fully executed. The initial term shall be automatically renewed for subsequent one-year terms unless terminated as set forth herein.
- B. If Participating Entity fails to perform its duties to the satisfaction of Agency, or if Participating Entity fails to fulfill in a timely and professional manner its obligations under this Contract, then Agency shall have the right to terminate this Contract effective immediately upon Agency giving written notice thereof to Participating Entity.
- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice.
- D. In the event that Agency gives notice of termination, Participating Entity shall promptly provide to Agency any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Participating Entity pursuant to this Contract. Agency shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- E. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

### **SECTION 4.        MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT**

- A. Participating Entity represents and warrants to Agency that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Participating Entity to perform services under this Contract. Participating Entity represents and warrants to Agency that Participating Entity shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Participating Entity to perform under this Contract.
- D. Participating Entity shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow Agency to exercise discretion or control over the professional manner in which Participating Entity performs under this Contract. Any and all taxes imposed on Participating Entity's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Participating Entity. Participating Entity shall be

responsible for any taxes or penalties assessed by reason of any claims that Participating Entity is an employee of Agency. Participating Entity shall not be eligible for coverage under Agency's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other Agency benefit. The work being performed by Participating Entity is outside the usual course of the Agency's business and Participating Entity is customarily engaged in the trade, occupation and/or business of the type required in this Contract.

- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of Agency. Participating Entity may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of Agency. Independent contractors and subcontractors shall be provided with a copy of this Contract and Participating Entity shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Participating Entity shall be the responsible party with respect to all actions of its independent contractors and subcontractors.
- G. Participating Entity, including its employees, agents, and consultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Participating Entity shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Participating Entity shall not make or participate in a decision made by Agency if it is reasonably foreseeable that the decision may have a material effect on Participating Entity's economic interest, and 2) if required by the Agency Attorney, Participating Entity shall file financial disclosure forms.

## **SECTION 5. INDEMNIFICATION AND HOLD HARMLESS**

Participating Entity, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, Agency, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the Agency Attorney or legal counsel retained by Agency, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Participating Entity its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the Agency.

## **SECTION 6. CONTRACT INTERPRETATION**

- A. This Contract shall be deemed to have been entered into in Red Bluff, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by Agency and Participating Entity. No verbal agreement or conversation with any official, officer, agent or employee of Agency, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Participating Entity to any additional payment whatsoever under the terms of this Contract.
- C. No covenant or condition to be performed by Participating Entity under this Contract can be waived except by the written consent of Agency. Forbearance or indulgence by Agency in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Participating Entity of said covenant or condition is complete, Agency shall be entitled to invoke any remedy available to Agency under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof,

and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

**SECTION 7.        SURVIVAL**

The provisions set forth in this Contract shall survive termination of the Contract.

**SECTION 8.        REPRESENTATIVES**

- A. Agency's representative for this Contract is Rachel Ross-Donaldson, telephone number (530) 528-1103. All of Participating Entity's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Participating Entity's representative for this Contract is **Jessica Brooke, Director, 530-824-3866**. All of Agency's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

**SECTION 9.        AUTHORITY TO CONTRACT**

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Chair is signatory to this Contract, the Agency Manager having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Participating Entity or otherwise substantially change the scope of the services provided herein.

**SECTION 10.      DATE OF CONTRACT**

The date of this Contract shall be the date it is signed by Agency.

IN WITNESS WHEREOF, Agency and Participating Entity have executed this Contract on the days and year set forth below:

TEHAMA COUNTY SOLID WASTE  
MANAGEMENT AGENCY,  
A Joint Powers Authority

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
By: Kris Deiters  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
COLLIN BOGENER  
Agency Attorney

PARTICIPATING ENTITY  
Corning Christian Assistance

Dated: 9-24, 24

By:

Jessica Brooke  
Jessica Brooke

Tax ID No.: 94-3111702