

Memorandum of Understanding (MOU)
Santa Barbara County Regional SB 1383 Food Recovery Plan

DRAFT

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Santa Barbara (“County”) and the cities of Buellton, Carpinteria, Goleta, Lompoc, Santa Barbara, and Solvang (“Partner Cities/City” and collectively with the County “Cooperating Partners”) for sharing the cost of the development and implementation of the “Santa Barbara County Regional SB 1383 Food Recovery Plan” (“FRP”), included as Attachment 1 and attached hereto and incorporated herein by reference. The term “jurisdiction” in the FRP is synonymous with “Partner City/Cities” in this document.

1. Purpose of this MOU

Under this MOU, the Partner Cities commit to sharing the cost with the County for developing a regional FRP. Attachment 1, as attached and incorporated herein, describes goal of the FRP and the Scope of Work of the FRP to be performed by the County (Attachment 1, A) and by the Partner Cities (also referred to as jurisdictions in Attachment 1, B).

2. Project Manager

The County shall generally act as project manager to provide overall coordination of the FRP.

3. Financial Considerations and Payment Terms

3.1 Cost-Sharing Estimates

The cost for the County to perform the scope of services in Attachment 1 is estimated to be \$86,633.62, to be divided into at least two invoices and payments. The first invoice will be incurred during fiscal year 2021-22 and will be billed on June 30, 2022. The second invoice will be incurred during fiscal year 2022-2023, and be billed six months after the initial payment or by the termination date of this MOU. If this MOU is extended, any additional services will be billed at the end of the extended term.

The Cooperating Partners agree to contribute funding at the percentages as shown in the table below:

Population Breakdown				
Jurisdiction	Population	Population Percentage Calculation	for Percentage (Rounded)	Estimated Individual Costs
County	142,111	0.4237566	42.38%	\$36,711.56
Buellton	5,447	0.0162422	1.62%	\$1,407.12
Carpinteria	13,268	0.0395635	3.96%	\$3,427.53
Goleta	32,112	0.0957538	9.58%	\$8,295.50
Lompoc	43,644	0.1301407	13.01%	\$11,274.56
Santa Barbara	93,225	0.2779849	27.80%	\$24,082.83
Solvang	5,553	0.0165583	1.66%	\$1,434.51
Total	335,360	1.00	100%	\$86,633.62

The above costs are estimates, and the Cooperating Partners are responsible for actual costs, including any and all costs above said estimates, up to 10% of actual costs, as tracked and billed by the County pursuant to Section 3.2.

3.2. Cost-Sharing Process.

Service hours completed by the County will be tracked and totaled. The total costs will be divided by the percentages listed in Section 3.1 above and billed to each respective Partner City via invoices. Each Partner City agrees to pay the County within 30 days of receipt of an invoice.

Any additional tasks must be approved by each Partner City representative prior to the County authorizing such work and additional funds.

Each Cooperating Partner shall be solely responsible for all costs for its own staff time incurred as a result of, related to, in connection with, or arising out of its participation in the MOU.

4. Indemnify, Defend, and Hold Harmless

Each Cooperating Partner and its agents, employees, and contractors shall act in an independent capacity and not as officers, employees, or agents of any other Cooperating Partner. No Cooperating Partner assumes any liability for the activities of another Cooperating Partner in the performance of this MOU, and each Cooperating Partner (i) is responsible in proportion to its respective fault for all liability, including but not limited to personal injury or property damage that may arise out of this MOU and, (ii) specifically repudiates the division of liability otherwise provided for in Chapter 21 of Part 2 of Division 3.6 of Title 1 of the Government Code, entitled "Tort Liability under Agreements between Public Entities," section 895 et seq., to the extent applicable. Each Cooperating Partner expressly agrees to defend, indemnify, and hold harmless the other Cooperating Partners and their directors, supervisors, council members, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, to the extent arising out of or resulting from the negligent acts, errors or omissions, or the intentional or willful misconduct of the indemnifying Cooperating Partner, its associates, employees, sub-consultants, or other agents, in the operation of and/or performance of this MOU. This provision will survive the expiration or termination of this MOU.

5. Term of this MOU

The FRP became effective on December 1, 2021. The MOU's start date will be December 1, 2021. This MOU will terminate December 1, 2022. However, the County shall retain the power to collect any invoices in accordance with Section 3.1 even after termination of the Agreement. The County may terminate this MOU effective 30 days after the County gives notice to the Partner Cities and at which time the County shall generate and distribute any final invoices for services rendered. This MOU can be extended for one year, upon written agreement of all Cooperating Partners. All signatories to this MOU warrant that they have the power and authority to enter into this MOU on behalf of the named Cooperating Partner.

6. Counterparts

This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

7. Notices

All notices or other official correspondence relating to MOU matters between the Cooperating Partners shall be addressed to:

Kaitlyn Haberlin, County of Santa Barbara- Resource Recovery Waste Management

130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101

Email: khaberlin@countyofsb.org

Notices to Participating Cities shall be sufficient if delivered to the Clerk of the Partner City, or other person specifically noted in the Partner City's signature block, as may be updated with written notice to all Cooperating Partners.

8. Severability

If any section, paragraph, sentence, clause or provision of this MOU shall, for any reason, be held to be invalid or unenforceable, then the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this MOU.

9. Amendments

This MOU may only be amended in writing and approved and signed by all Parties.

10. Applicable Law

This MOU shall be governed by and constructed in accordance with the State of California.

In witness whereof, the Cooperating Partners hereto have executed this MOU.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Joan Hartmann
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:
Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Management

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SIGNATURE SHEET FOR THE CITY OF BUELLTON

ATTEST:

CITY OF BULLETON:

Clerk of the Council

By: _____

Deputy Clerk

By: _____

Scott Wolfe, City Manager

Date:

Address:

Notices

Attn: _____

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SIGNATURE SHEET FOR THE CITY OF CARPINTERIA

ATTEST:

CITY OF CARPINTERIA:

Clerk of the Council

By: _____

Deputy Clerk

By: _____

Dave Durlinger, City Manager

Date:

Address:

Notices

Attn: _____

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SIGNATURE SHEET FOR THE CITY OF GOLETA

ATTEST:

CITY OF GOLETA:

Clerk of the Council

By: _____

Deputy Clerk

By: _____

Charles W. Ebeling, P.E., T.E., Public
Works Director

Date:

Address:

Notices

Attn: _____

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SIGNATURE SHEET FOR THE CITY OF LOMPOC

ATTEST:

CITY OF LOMPOC:

City Clerk

By: _____

Stacey Haddon, City Clerk

By: _____

Dean Albro, City Manager

Date:

Address:

Notices

Attn: _____

APPROVED AS TO FORM:

By: _____

Jeff Malawy, City Attorney

SIGNATURE SHEET FOR THE CITY OF SANTA BARBARA

ATTEST:

CITY OF SANTA BARBARA:

Clerk of the Council

By: _____

Deputy Clerk

By: _____

Rene Eyerly, Interim Assistant City
Administrator

Date:

Address: 735 Anacapa St, Santa Barbara 93102

Notices Lorraine Cruz Carpenter, Acting
Attn: Environmental Services Manager

APPROVED AS TO FORM:

By: _____

Dan Hentschke, Assistant City
Attorney

SIGNATURE SHEET FOR THE CITY OF SOLVANG

ATTEST:

CITY OF SOLVANG:

Clerk of the Council

By: _____

Deputy Clerk

By: _____

Xenia Bradford, City Manager

Date:

Address:

Notices

Attn: _____

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