

Memorandum of Understanding (MOU)
Santa Barbara County Regional SB 1383 Food Recovery Plan
2023-2024

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 continuing the revised “Santa Barbara County Regional SB 1383 Food Recovery Plan Extension” (“FRP”), attached hereto and incorporated herein by reference.

1. Purpose of this MOU

Under this MOU, the Partner Cities commit to sharing the cost with the County for maintaining a regional food recovery program. The attached FRP includes program goals and the Scope of Work to be performed by the County and Partner Cities.

2. Project Manager

The County shall generally act as project manager to provide overall coordination of the FRP. The County will provide program updates either monthly or bi-monthly as requested by Partner Cities via virtual meetings or in writing via email or online file sharing.

3. Financial Considerations and Payment Terms

3.1 Cost-Sharing Estimates

The cost for the County to perform the scope of services in the attached Scope of Work is estimated to be \$46,269.00 for Year 1 and \$53,352.00 for Year 2, to be divided into four invoices and payments. Invoices will be delivered to each partner city on the following dates and will include payment for time accrued from the last invoice date to the relevant invoice date.

Year 1 Invoice Schedule:

- July 31, 2023 – For costs incurred between January 1, 2023 – June 30, 2023
- January 31, 2024 – For costs incurred between July 1, 2023 – December 31, 2023

Year 2 Invoice Schedule:

- July 31, 2024 – For costs incurred between January 1, 2024 – June 30, 2024
- January 31, 2025 – For costs incurred between July 1, 2024 – December 31, 2024

The Cooperating Partners agree to contribute funding at the percentages shown in the FRP.

Costs listed in the FRP are estimates, and the Cooperating Partners are responsible for actual costs, including any and all costs above said estimates, up to 10% above said estimates, 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 and allocated according to the percentages listed in the attached 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.

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 becomes effective on January 1, 2023. This MOU will terminate December 31, 2024; 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 Division
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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Joan Hartmann
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

SIGNATURE SHEET FOR THE CITY OF BUELLTON

ATTEST:

CITY OF BULLETON:

City Clerk

By: _____

Linda Reid

By: _____

Scott Wolfe, City Manager

Date:

Address:

Notices

Attn: _____

SIGNATURE SHEET FOR THE CITY OF CARPINTERIA

ATTEST:

CITY OF CARPINTERIA:

City Clerk

By: _____

Brian Barrett, City Clerk

By: _____

Dave Durlinger, City Manager

Date:

Address:

Notices

Attn: _____

SIGNATURE SHEET FOR THE CITY OF GOLETA

ATTEST:

CITY OF GOLETA:

By: _____

Deborah Lopez, City Clerk

By: _____

Michelle Greene, City Manager

Date:

Address: 130 Cremona, Goleta, CA 93117

APPROVED AS TO FROM:

Notices Attn: Melissa Nelson, Environmental Services Coordinator

By: _____

Winnie Cai, Assistant City Attorney

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

APPROVED AS TO FORM:

CITY OF SANTA BARBARA:

By: _____

Dan Hentschke, Assistant City
Attorney

By: _____

Rene Eyerly, Assistant City
Administrator

Date:

Address: 735 Anacapa St, Santa Barbara 93102

Notices Lorraine Cruz Carpenter, Acting
Attn: Environmental Services Manager

SIGNATURE SHEET FOR THE CITY OF SOLVANG

ATTEST:

CITY OF SOLVANG:

By: _____

Annamarie Porter, City Clerk

Date:

By: _____

Xenia Bradford, City Manager

Date:

APPROVED AS TO FORM:

By: _____

Dave Fleishman, City Attorney

Date:



SANTA BARBARA COUNTY

Innovative Environmental Solutions

Santa Barbara County Regional SB 1383 Food Recovery Plan Extension

Proposal Completed By:

Santa Barbara County, Resource Recovery and Waste Management Division

September 2022

Introduction

The Resource Recovery and Waste Management Division (RRWMD) of the Santa Barbara County Public Works Department is proposing to lead the continuation and maintenance of the regional edible food recovery network known as the “Santa Barbara County Regional SB 1383 Food Recovery Plan (FRP)” to meet the goals of California Senate Bill 1383 (SB 1383). This proposal extends the original goals and project considerations from the existing agreement between RRWMD and the cities of Buellton, Carpinteria, Goleta, Lompoc, Santa Barbara, and Solvang. To foster a cohesive food recovery program throughout Santa Barbara County, RRWMD proposes to continue directing the network; assist with tasks related to food recovery organizations and services; and provide tools to network partners.

Please note that the word “County” in this document refers to the Resource Recovery and Waste Management Division and is used synonymously with “RRWMD.” Additionally, “non-profit,” “food recovery organization,” and “food recovery service,” are also used synonymously throughout this document.

Proposal Goals

Similar to the existing agreement, this proposal focuses on assisting non-profit and city partners. The goals of this proposal include the following:

- Uphold and strengthen relationships with food recovery organizations, Santa Barbara County Public Health Department (SBCPHD), and other community groups (Chamber of Commerce, County Departments, Isla Vista Community Services District, etc.).
- Maintain the FileMaker recordkeeping system.
- Provide updated outreach and education resources, as needed.
- Foster cohesive regional collaboration through universal outreach materials and bi-monthly meetings coordinated by RRWMD.

Scope of Work

Below are the tasks that will be completed by RRWMD:

1. Food Recovery Organization Outreach – Continue SB 1383 education and outreach to food recovery organizations located within the unincorporated area and in the cities participating in the network, as well as maintain current relationships.
 - Contact organizations and provide SB 1383 education and outreach materials
 - Maintain a public list of food recovery organizations and services that may be interested in collecting recovered food
 - Provide relevant support to food recovery organizations with SB 1383 requirements

- Answer written agreement questions
- Answer recordkeeping questions
- Collaborate with food recovery organizations on SB 1383 related projects
- Provide FileMaker trainings as needed to food recovery organization staff
- Record food recovery organization outreach notes in FileMaker database
- Receive grocery rescue data from the Foodbank of Santa Barbara County and share with partner cities

Note: RRWMD will not be responsible for collecting data that was not uploaded into the FileMaker database. All data must be obtained by the respective jurisdiction. RRWMD is not responsible for any necessary compliance or enforcement actions regarding food recovery organizations.

2. Participate in Community Education Opportunities – This task was added to allow time for large-scale community outreach opportunities since the County will be representing the network.
 - Create presentations
 - Coordinate and prepare for meetings
 - Correspond with community groups
 - Attend meetings
3. FileMaker Software Maintenance
 - Perform general system maintenance
 - Perform functionality updates, as needed
4. Update Outreach Materials and Resources – Food recovery materials have already been created but may require updating.
 - Update food recovery materials, as needed
 - Create new outreach materials, as needed
 - Update Local Education Agency food recovery outreach materials annually, as needed
5. Food Recovery Organization Capacity Planning Surveys – Capacity planning will be required of jurisdictions in Summer 2024 following the same procedure as the 2022 report.
 - Conduct a capacity survey of all of the food recovery organizations that responded to the capacity survey in 2022

- Survey food recovery organizations currently recognized by Santa Barbara County Public Health and RRWMD as operating a commercial kitchen and registered to collect prepared food from retail food facilities
- Share data via FileMaker or Box

Capacity planning survey completed by the County will not include commercial edible food generators. Food recovery organizations that do not respond to RRWMD will not be included in the capacity study. Data not reported by RRWMD will need to be collected by the relevant city partner, as needed.

6. General Network Upkeep

- Coordinate regional meetings
- Maintain Box drive
- Continue to pursue network growth opportunities
- Collaborate with food recovery organizations to seek and apply for grant funding to support the network, as opportunities arise

7. Coordination with SBCPHD

- Correspond with and include Public Health on food recovery matters
- Receive and share Public Health reports of Tier 1 and Tier 2 generators that were inspected by Health Inspectors at various intervals, to be determined by Public Health. Report will include the following for each entity that was inspected:
 - i. Question 1: Does the facility have a written agreement in place for Food Donation? Possible Answers: Yes, No, Unknown
 - ii. Question 2: Does the facility keep food donation records? Possible Answers: Yes, No, Unknown
 - iii. A date these questions were asked/answered will also be provided
 - iv. Public Health shall provide our information flyer to entities with questions
- Public Health will provide pertinent food safety advice and program feedback to jurisdictions, as needed

SBCPHD has no responsibility of education or enforcement. SBCPHD's purview does not include all Tier 1 and Tier 2 generators. There will be no guarantee that the food facilities will be visited annually. Public Health's inspections will not take the place of what is required in SB 1383.

8. Management – General management of staff time, work procedures, and SB 1383 implementation related to this scope

- Reviewing work products

- Attending meetings
- Assisting in decision-making and providing general guidance

The County is only responsible for the above itemized tasks. This proposal does not include generator outreach, enforcement, or reporting for individual city partners. **Examples of tasks to be performed by partnering cities include:**

1. Generator outreach
2. FileMaker training for generators
3. Surveying of generators about their food recovery needs and capacity
4. Onboarding generators in any pilot programs
5. Participating in food recovery related meetings and projects
6. Collaborating on updates to outreach materials
7. Assisting with Local Education Agency outreach
8. Assisting with other side projects as needed
9. All SB 1383 enforcement, reporting, and compliance duties pertaining to each city

Partner cities also agree to notify RRWMD of which food recovery organizations have written agreements with their businesses and of any active food recovery organizations or services that RRWMD may not be aware of.

Schedule

The new agreement will begin on January 1, 2023 and end on December 31, 2024.

Costs

Network costs were calculated by estimating the number of hours that each task will take. The estimated hours were then multiplied by the hourly rate of the respective staff member who will be completing each task. Lastly, the renewal cost for FileMaker is estimated to be \$1,000 and was added to this total. The total cost was divided by each jurisdiction's population. City partners will be invoiced by RRWMD. The tables below provide a detailed breakdown of the estimated costs and hours over the two-year agreement period.

Year 1 Estimates

Estimated Hours Year 1			
Tasks	Hour Total	Total Hours Per Month	Total Hours Per Week
Food Recovery Organization Outreach	275	22.92	5.29
Participate in Community Education Opportunities	60	5.00	1.15
FileMaker Software Maintenance	10	0.83	0.19
Update Outreach Material and Resources	15	1.25	0.29
General Network Upkeep	50	4.17	0.96
Coordination with SBCPHD	10	0.83	0.19
Total Hours to be Completed by Prog. Specialist 1	420	35.00	8.08
General Assistance	80.00	6.67	1.54
Total Hours to be Completed by Prog Specialist 2	80.00	6.67	1.54
FileMaker Software Maintenance	40	3.33	0.77
Total Hours to be Completed by Sen. Prog. Specialist	40	3.33	0.77
Management (Management)	24	2.00	0.46
Management (Senior Program Specialist)	48	4.00	0.92
Total Hours for Network Management	72	6.00	1.38

Total Hours to be Completed by RRWMD	612.00	51.00	11.77
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Estimated Costs Year 1				
Hourly Costs				
Staff	Total Hours	Average Monthly Hours	Rate	Total
RRWMD Employee 1	420	35.00	\$70.83	\$29,748.60
RRWMD Employee 2	80	6.67	\$62.39	\$4,991.20
FileMaker Maintenance (Prog. Specialist Senior)	40	3.33	\$91.72	\$3,668.80
Network Management (Prog. Specialist Senior)	48	4.00	\$87.70	\$4,209.60
Network Management (Manager)	24	2.00	\$110.45	\$2,650.80
Total Hours	612	Total Labor Cost		\$45,269.00

FileMaker Costs	
License Cost	
\$1,000.00	
Total License Cost	\$1,000.00
Total Labor plus License Cost	\$46,269.00

Population Breakdown				
Jurisdiction	Population	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	142,111	0.4237566	42.38%	\$19,606.79
Buellton	5,447	0.0162422	1.62%	\$751.51
Carpinteria	13,268	0.0395635	3.96%	\$1,830.56
Goleta	32,112	0.0957538	9.58%	\$4,430.43
Lompoc	43,644	0.1301407	13.01%	\$6,021.48
Santa Barbara	93,225	0.2779849	27.80%	\$12,862.08
Solvang	5,553	0.0165583	1.66%	\$766.14
Total	335,360	1.00	100%	\$46,269.00

Year 2 Estimates

Estimated Hours Year 2			
Tasks	Hour Total	Total Hours Per Month	Total Hours Per Week
Food Recovery Organization Outreach	275	22.92	5.29
Participate in Community Education Opportunities	60	5.00	1.15
FileMaker Software Maintenance	10	0.83	0.19
Update Outreach Material and Resources	15	1.25	0.29
Capacity Planning Surveys	100	8.33	1.92
General Network Upkeep	50	4.17	0.96
Coordination with SBCPHD	10	0.83	0.19
Total Hours to be Completed by Prog. Specialist 1	520	43.33	10.00
General Assistance	80.00	6.67	1.54
Total Hours to be Completed by Prog Specialist 2	80.00	6.67	1.54
FileMaker Software Maintenance	40	3.33	0.77
Total Hours to be Completed by Sen. Prog. Specialist	40	3.33	0.77
Management (Management)	24	2.00	0.46
Management (Senior Program Specialist)	48	4.00	0.92
Total Hours for Network Management	72	6.00	1.38
Total Hours to be Completed by RRWMD	712.00	59.33	13.69

Estimated Costs Year 2				
Hourly Costs				
Staff	Total Hours	Average Monthly Hours	Rate	Total
RRWMD Employee 1	520	43.33	\$70.83	\$36,831.60
RRWMD Employee 2	80	6.67	\$62.39	\$4,991.20
FileMaker Maintenance (Prog. Specialist Senior)	40	3.33	\$91.72	\$3,668.80
Network Management (Prog. Specialist Senior)	48	4.00	\$87.70	\$4,209.60
Network Management (Manager)	24	2.00	\$110.45	\$2,650.80
Total Hours	712	Total Labor Cost		\$52,352.00
FileMaker Costs				
License Cost				
				\$1,000.00
Total License Cost				\$1,000.00
Total Labor and License Cost				\$53,352.00

Population Breakdown				
Jurisdiction	Population	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	142,111	0.4237566	42.38%	\$22,608.26
Buellton	5,447	0.0162422	1.62%	\$866.56
Carpinteria	13,268	0.0395635	3.96%	\$2,110.79
Goleta	32,112	0.0957538	9.58%	\$5,108.66
Lompoc	43,644	0.1301407	13.01%	\$6,943.27
Santa Barbara	93,225	0.2779849	27.80%	\$14,831.05
Solvang	5,553	0.0165583	1.66%	\$883.42
Total	335,360	1.00	100%	\$53,352.00