

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF GOLETA AND  
CITY OF CARPINTERIA  
REGARDING PARTICIPATION IN THE  
MONTEREY BAY COMMUNITY POWER (MBCP)  
COMMUNITY CHOICE ENERGY AGENCY

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Goleta, hereinafter referred to as GOLETA, and the City of Carpinteria, hereinafter referred to as CARPINTERIA (GOLETA AND CARPINTERIA hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties”).

A. INTRODUCTION

Since 2015, GOLETA and CARPINTERIA have explored community choice energy programs for the purpose of providing local control in the electricity market, reducing greenhouse gas emissions, proving potential rate savings, supporting energy efficiency, promoting regional collaboration, and contributing to economic development. The two parties pursued participating in a community choice energy program by joining Monterey Bay Community Power (MBCP) and, on December 4, 2019, GOLETA and CARPINTERIA will become official members of MBCP.

As outlined in the MBCP Joint Powers Agreement (JPA), the MBCP is governed by two decision making bodies and one advisory body:

- The **Policy Board** is comprised of elected officials and meets quarterly to decide high level policy decisions.
- The **Operations Board** is comprised of City Managers or administrative managers, consistent with the terms of the JPA, and meets approximately eight times per year to decide finer detailed operational decisions.
- The **Community Advisory Council** is comprised of community members and serves in an advisory role to the Policy Board and Operations Board.

MBCP is a large community choice energy agency and, to ensure manageable meetings, smaller jurisdictions share Board seats on the Policy Board and Operations Board. Jurisdictions with 50,000 or more residents have individual Board seats, while smaller jurisdictions share Board seats based on geographic proximity. Since GOLETA and CARPINTERIA individually have populations smaller than 50,000, the two cities will share a Policy Board seat and Operations Board seat.

Additionally, MBCP staff has communicated that once all Board seats are established in December 2019, the Policy Board will direct MBCP staff to recruit new Community Advisory Council members to account for the new Board structures. The Community Advisory Council will add member seats equal to the number of new Board seats within Santa Barbara County. A Policy Board representative from each County Board of Supervisors will participate in the selection committee recommending new members for the Community Advisory Council to the MBCP Policy Board for approval.

On August 20, and August 26, both the City Councils of GOLETA and CARPINTERIA, respectively, voted unanimously to direct staff to negotiate a MOU between GOLETA and CARPINTERIA to provide a collaborative and fair strategy for MBCP representation and to return

to their respective City Councils for final approval.

## B. PURPOSE

The purpose of this MOU is to identify a clear framework between GOLETA and CARPINTERIA to share governance seats on Monterey Bay Community Power's Policy Board and Operations Board.

It should also be noted that community collaboration and regionalism were key values guiding the effort to create a local community choice energy program. This MOU seeks to encourage further regional collaboration.

## C. SHARED SEATS

1. **Policy Board.** The Policy Board representative shall serve for a term of two years and Board seat appointment responsibility shall alternate between the parties. GOLETA shall appoint the initial representative that will serve for two years from December 2019 through November 2021. Appointment responsibility shall rotate every two years between the parties.
  - a. The party serving as Policy Board representative shall distribute via email to the parties' City Councils and City Managers the agenda, meeting minutes and any supplemental documents and information necessary to keep each party informed of policy, business or other related matters of the board meetings, as soon as materials are available and is practicable.
  - b. The Policy Board Director alternate, as described in the JPA, shall be appointed, consistent with the terms of the JPA, by the party not holding the Policy Board seat.
  - c. The appointed Policy Board representative and the Policy Board Director alternate shall meet on an as needed basis to discuss the business of the Policy Board and voting strategies.
  
2. **Operations Board.** The Operations Board representative shall serve for a term of two years. CARPINTERIA shall appoint the initial representative that will serve for two years from December 2019 through November 2021. Appointment responsibility shall rotate every two years between the parties. The Operations Board representative may be (a) the City Manager of the party serving as the Operations Board representative; or (b) a Deputy or Assistant City Manager or director level staff member as determined by the City Manager of the party serving as the Operations Board representative.
  - a. The party currently serving as Operations Board representative shall distribute via email to both parties' City Councils and City Managers the agenda, meeting minutes and any additional supplemental documents and information necessary to keep each party informed of policy, business or other related matters of the board meetings, as soon as materials are available and is practicable.
  - b. The Operations Board Director alternate shall be appointed by the party not holding the Operations Board seat, and may be (a) the City Manager of the party not serving as the Operations Board representative; or (b) a Deputy or Assistant City Manager or director level staff member, as determined by the City Manager of the party not serving as the Operations Board representative.
  - c. .
  - d. The appointed Operations Board representative and the Operations Board Director alternate shall meet on an as needed basis to discuss the business of the Operations Board and voting strategies.

3. In all instances, the Policy Board and Operations Board representatives and alternates representing the joint interests of GOLETA and CARPINTERIA shall consider the program purposes outlined in the JPA, in no priority order. Additionally, the representatives shall consider the following mutually identified program purposes:
  - a. Community Resiliency
  - b. Local Generation
  - c. Distributed Resources
4. If a representative seat, described herein, becomes vacant for any reason, such as failure to comply with the Monterey Bay Community Power JPA and/or the MBCP's Operating Rules and Regulations, the alternate shall immediately take over responsibility as the board representative until such time that the original party serving in that seat appoints a new board representative.

#### D. PROCESS

GOLETA and CARPINTERIA City Councils will make their respective appointments to serve as Policy Board and Operations Board representatives, in accordance with the terms of this MOU, by November 15, 2019. Terms shall run for two years starting on December 1 and concluding on November 30 of odd- numbered years.

Future term appointees shall be made by alternating City Councils in November of the year that the term concludes (e.g., CARPINTERIA to Policy and GOLETA to Operations in 2021, GOLETA to Policy and CARPINTERIA to Operations in 2023, CARPINTERIA to Policy and GOLETA to Operations in 2025, etc.).

#### E. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

**GOLETA:**

City Manager  
Sustainability Coordinator

**CARPINTERIA**

City Manager  
Environmental Coordinator

#### F. COST OBLIGATION

Each party to this MOU shall be financially responsible for any costs incurred as a result of participation on the Policy Board and Operations Board during the party's term.

#### G. COMMENCEMENT/EXPIRATION DATE

This MOU is executed as of the date of the last signature and is effective until GOLETA or CARPINTERIA withdraw from the MBCP or due to a change in board seat structure, authorized by the MBCP, which would no longer require a party to share a board seat with the other party. The

party wishing to terminate this MOU shall provide the non-terminating party with thirty (30) days advanced written notice before terminating the MOU.

H. LIABILITIES

It is understood that neither party to this MOU is the agent of the other and neither is liable for the wrongful acts, omissions, negligence or willful misconduct of the other. Each party shall be responsible for its wrongful acts, omissions, negligence or willful misconduct, and those of its officials, officers, employees, and agents, howsoever caused, to the extent allowed by law, and shall be responsible for their own Commercial General Liability, Auto, Worker's Compensation and Errors and Omissions insurance and adherence to their respective party policies. Each party to this MOU agrees to indemnify, defend and hold the other party, and its officials, officers, employees, and agents, against any liability, claim, personal injury, including death, or property damage caused by that party's wrongful acts, omissions, negligence or willful misconduct in the performance of its duties under this MOU.

I. NO ASSIGNMENT

The rights and obligations of the parties to this MOU may not be assigned or delegated.

J. AMENDMENT

This Memorandum of Understanding may not be amended or modified in any manner whatsoever except by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

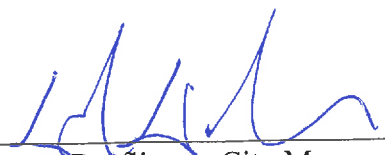
FOR GOLETA:

Date: 11/5/19

  
\_\_\_\_\_  
Michelle Greene, City Manager

FOR CARPINTERIA

Date: 11/8/19

  
\_\_\_\_\_  
Dave Durlinger, City Manager