

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND THE CITIES OF FILLMORE, OJAI, AND SANTA PAULA FOR A HAZARDOUS WASTE COLLECTION PROGRAM**

This MEMORANDUM OF UNDERSTANDING is made the 2nd day of November 1999 and is entered into by and between the County of Ventura and the Cities of Fillmore, Ojai, and Santa Paula (referred to collectively herein as "PARTIES").

**RECITALS**

WHEREAS, the County Board of Supervisors has adopted the Household Hazardous Waste Element for Unincorporated Ventura County, which specifies the implementation of a regional hazardous waste collection program to provide a convenient and dependable method to safely collect, recycle, treat, and dispose of hazardous wastes;

WHEREAS, the Cities of Fillmore, Ojai, and Santa Paula have adopted their respective Household Hazardous Waste Elements, which identify regional hazardous waste collection programs as a viable means to provide a higher degree of service at lower per capita operational costs than one day collection events for each city;

WHEREAS, the PARTIES desire to provide a safe and economical means for their residents and businesses to have hazardous wastes properly managed by a regional program, and to avoid unauthorized or improper disposal of hazardous waste in the garbage, sanitary sewer, storm drain system, or on the ground;

WHEREAS, the PARTIES desire to provide hazardous waste collection service to residents and conditionally exempt small quantity generators; and

WHEREAS, the PARTIES have determined that it will be to their mutual advantage and to the public's benefit to coordinate their respective implementation of hazardous waste collection programs and funding related thereto,

NOW, THEREFORE, the PARTIES agree and enter into this MEMORANDUM OF UNDERSTANDING ("MOU" herein):

**ARTICLE 1  
DEFINITIONS**

The following definitions shall apply to this MOU:

**ABOP WASTE** shall mean and is limited to the following hazardous waste generated by residents or CESQGs: antifreeze, fluorescent tubes, household batteries, latex paint, lead acid vehicle batteries, motor oil and vehicle oil filters.

**CESQG OR CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS** shall mean commercial businesses, including businesses operated out of a house, which generate no more than 100 kg. of hazardous waste or 1 kg. of extremely hazardous waste in a calendar

## EXHIBIT C

month as specified within the California Health and Safety Code (HSC) 25218.3 and 40 CFR 261.5.

**CESQG WASTE** shall mean hazardous wastes (as defined by the Health and Safety Code, Section 25117 or listed in the California Code of Regulations, Title 22, or that exhibit characteristics of ignitability, corrosiveness, reactivity, or toxicity described therein) which are generated by a CESQG. CESQG WASTE shall NOT include radioactive materials, explosives, or ammunition.

**CONTRACT** shall mean and include any and all agreements between the COUNTY and any and all CONTRACTORS to implement or assist in the implementation of this MOU, including, without limitation, site set-up, HHW, ABOP WASTE and/or CESQG WASTE collecting, receiving, profiling, packaging, labeling, transporting, recycling, treatment, storage, disposal, on-site services, and miscellaneous equipment for the PROGRAM.

**CONTRACT COSTS** shall mean all monetary amounts paid or owed at any time by the COUNTY to the CONTRACTOR pursuant to the CONTRACT or any and all related claims by the CONTRACTOR.

**CONTRACTOR** shall mean and include any and all the individuals or entities which enter into a CONTRACT(s) to implement or assist in the implementation of this MOU.

**COUNTY** shall mean the County of Ventura, a political subdivision of the State of California.

**COUNTY-SPONSORED JURISDICTIONS** shall mean and include any city located in Ventura County that is not a PARTY to this MOU but is a signatory to a similar agreement with the COUNTY that governs hazardous waste collection and the sharing of related liabilities and contractor costs.

**EVENT** shall mean the occurrence over a specific time period and at a specific place of activities to implement this MOU, including, without limitation: site set-up, HHW, ABOP WASTE and/or CESQG WASTE collecting, receiving, profiling, packaging, labeling, storing and the transporting of such material for recycling, treatment, storage, or disposal. An EVENT may be temporary in time or occasional in location or may occur regularly at a HAZARDOUS WASTE COLLECTION FACILITY. Multiple EVENTS may be arranged pursuant to this MOU. The specific location of an EVENT and duration of the EVENT shall be specified and determined for all purposes herein (including the allocation of CONTRACTOR COSTS and the sharing of PARTY liabilities under this MOU) by the NOTICE TO PROCEED issued by the COUNTY, including where applicable any NOTICE TO PROCEED to the CONTRACTOR to render services at the EVENT.

**GENERATOR**, as to any specific HHW, ABOP WASTE or CESQG WASTE, shall mean and include the PARTY that signs the waste manifest for such waste and thereby assumes the status of generator under applicable law and regulation.

**GOVERNING BODIES** shall mean the Board of Supervisors for the County of Ventura; the City Council or designee for the City of Fillmore; the City Council or designee for the City of Ojai; and the City Council or designee for the City of Santa Paula.

**HAZARDOUS WASTE COLLECTION FACILITY** shall mean and include the SANTA CLARA RIVER VALLEY HAZARDOUS MATERIALS RECYCLING CENTER, the VENTURA COUNTY POLLUTION PREVENTION CENTER or any other permanent site or facility used under this MOU for HHW, ABOP WASTE and/or CESQG WASTE collecting, receiving, profiling, packaging, storage, labeling, and transporting for recycling, treatment or disposal.

**HOST PARTY (s)** shall mean any PARTY, which provides a location for an EVENT and, unless otherwise agreed by the PARTIES, assumes the status of GENERATOR for waste collected at the location for an EVENT. The COUNTY may choose to be HOST PARTY of an EVENT held within the incorporated limits of any other PARTY with approval by such PARTY.

**HOUSEHOLD HAZARDOUS WASTE (HHW)** shall mean wastes discarded from residences that are either hazardous waste as defined by the Health and Safety Code, Section 25117 or wastes that are listed in the California Code of Regulations, Title 22, or that exhibit characteristics of ignitability, corrosiveness, reactivity, or toxicity described therein. Household hazardous wastes may include, but are not limited to, common household products such as household cleaning products, spot remover, floor polish, furniture polish, aerosol cans, solvents, oven cleaner, pesticides, pool chemicals, oil base paints, latex paints, used motor oil, antifreeze, and car batteries. Household hazardous waste does **NOT** include radioactive materials, explosives/ammunition, or wastes produced in the course of operating a business, including a business operated out of a house.

**INCIDENT** shall mean and include (except as otherwise may be specifically excluded as further provided in this MOU) any liability or potential liability of any nature arising, directly or indirectly, out of implementation of the MOU or PROGRAM or any aspect thereof, including, without limitation, the bodily injury to any person, damage to any property, contamination of or adverse effects on the environment, or any alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency. **INCIDENT** does not include any contractual liability of any PARTY unless such liability is or has been specifically been agreed to be shared by the PARTIES in accordance with this MOU.

**MATERIALS AND SUPPLIES EXPENSES** shall mean and include all internal or out-of-pocket expenses of any PARTY to implement the PROGRAM, including, without limitation, any publicity, public information, site displays, mailings, and miscellaneous supplies cost or expense, except for any **CONTRACTOR COSTS** and **NON-AUTHORIZED MATERIAL COSTS**.

**NON-AUTHORIZED MATERIAL COSTS** shall mean and include all out-of-pocket expenses of any PARTY associated with the handling, treatment, transportation, recycling or disposal of any material, whether or not it is waste and whether or not left by a PARTICIPANT, that without authorization is dumped, left, deposited, spilled, or released at or near the site of any EVENT either at the time of, prior to, or following any EVENT.

**NON-PARTICIPATING JURISDICTIONS** shall mean and include any city located in Ventura County that is not a PARTY to this MOU and is not a signatory to a similar agreement directly with the COUNTY that governs hazardous waste collection and the sharing of related liabilities and contractor costs.

**NOTICE TO PROCEED** shall mean and include the notice by the COUNTY that initiates and defines the scope, location and duration of an EVENT, including, without limitation any such notice issued to a CONTRACTOR pursuant to any CONTRACT.

**PARTICIPANT (s)** shall mean and include each and every person or entity (both with and without appointments) who bring HHW, ABOP WASTE or CESQG WASTE to an EVENT.

**PARTY or PARTIES** shall mean and include singularly or collectively each signatory to this MOU.

**PROGRAM** shall mean and include any and all activities related to the collection, management and handling of hazardous wastes pursuant to this MOU and any and all CONTRACTS in their entirety, including, without limitation, HHW, ABOP WASTE and/or CESQG WASTE collecting, receiving, profiling, storing, packaging, labeling, and the transporting of material for recycling, treatment, or disposal.

**RECORD** shall consist of an electronic database of addresses of PARTICIPANTS who bring HHW, ABOP WASTE or CESQG WASTE to an EVENT. A RECORD shall be generated by the COUNTY for each such EVENT.

**SANTA CLARA RIVER VALLEY HAZARDOUS MATERIALS RECYCLING CENTER** shall mean and include the site for collection and handling of hazardous waste located at City of Fillmore's Public Works Maintenance Yard, 524 Sespe Ave, Fillmore, California 93015, or such other permanent collection site located in the Santa Clara Valley area, as may be subsequently established.

**UNAUTHORIZED PARTICIPANT(s)** shall mean and include PARTICIPANTS who are not authorized by the jurisdiction in which the PARTICIPANT resides or is located to bring HHW, ABOP WASTE or CESQG WASTE to a specific EVENT, but was allowed by the HOST PARTY to bring the same to such an EVENT.

**VENTURA COUNTY POLLUTION PREVENTION CENTER (PPC)** shall mean and include the permanent site for collection and handling of hazardous waste located in the western area of Ventura County, as may be established.

## ARTICLE 2 DESCRIPTION OF PROGRAM

The PROGRAM, as further defined herein, shall provide for the collection and handling of HHW, ABOP WASTE and/or CESQG WASTE. The PROGRAM shall include one or more EVENTS for the drop-off of such wastes or materials by PARTICIPANTS. Each specific EVENT shall occur pursuant to the terms and conditions of a NOTICE TO PROCEED issued by the COUNTY, in consultation with the HOST PARTY, at specific locations. The PARTIES may participate in one or more EVENTS. Each HOST PARTY and the COUNTY shall determine the time and place of the EVENT and what type of wastes will be collected at the EVENT. If more than one CONTRACTOR for a specific service is available for an EVENT, the COUNTY and the HOST PARTY shall choose which CONTRACTOR to use. More than one CONTRACTOR may be used. The HOST PARTY, together with the COUNTY, shall have primary responsibility for managing and coordinating

with the CONTRACTOR all PROGRAM implementation activities which occur at the EVENT. Unless the PARTIES otherwise agree, no fees shall be charged to PARTICIPANTS, provided however, that CESQGs shall pay a fee to cover some or all of the CONTRACT COSTS associated with CESQG WASTE in accordance with Article 3, subdivision A, 8.

**ARTICLE 3  
PROGRAM ADMINISTRATION AND FUNDING**

Each PARTY to this MOU recognizes its independent responsibilities and local fee authorities pursuant to Public Resources Code Section 41900 et seq. In order to accomplish a coordinated PROGRAM, including the planning and implementation activities referred to herein, the PARTIES agree to the following funding and administrative requirements of the PROGRAM:

**A. *Funding of Designated Responsibilities and Sharing of NON-AUTHORIZED MATERIAL COST and CONTRACT COSTS***

1. Each PARTY shall pay its share of CONTRACT COSTS (excluding CONTRACT COSTS that are reimbursed by fees collected from PARTICIPANTS at the EVENT including from CESQGs for CESQG WASTE) and share of NON-AUTHORIZED MATERIAL COSTS calculated on an EVENT by EVENT basis as follows: Each PARTY's share of such CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS for each EVENT shall equal the number of PARTICIPANTS at such EVENT allocated to each PARTY pursuant to subdivision C of this Article divided by the total number of PARTICIPANTS allocated to all PARTIES pursuant to subdivision C for such EVENT, multiplied by the total of NON-AUTHORIZED MATERIAL COSTS and CONTRACT COSTS for the EVENT (excluding CONTRACT COSTS that are reimbursed by fees). Any fees from PARTICIPANTS shall be collected by the HOST PARTY.

2. As soon as reasonably practical following the conclusion of each EVENT and the receipt of an invoice from the CONTRACTOR, the COUNTY shall calculate each PARTY'S share of CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS and shall invoice each PARTY for payment of such share. Payment of the COUNTY's invoice to the COUNTY shall be made by such other PARTY within thirty (30) days after receipt of the invoice. The COUNTY shall pay and be responsible to pay the CONTRACTOR's invoice in accordance with the CONTRACT and to pay any NON-AUTHORIZED MATERIAL COSTS, subject to such reimbursement from each of the other PARTIES, as provided herein. The COUNTY may send to the other PARTIES several invoices for each EVENT if it is not practical to combine all reimbursable costs associated with the EVENT into one invoice. The COUNTY may also send a quarterly invoice to the PARTIES covering all CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS with respect to all EVENTS completed in the previous quarter, provided however, that such invoices shall itemize such costs by EVENT.

3. Each PARTY shall provide its own revenue source to support its share of CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS in the PROGRAM.

4. Each PARTY agrees to commit funds to the PROGRAM as may be budgeted for the fiscal year for PROGRAM by their respective GOVERNING BODIES.

5. Each PARTY agrees to provide sufficient staffing to accomplish all of its tasks, and shall bear all of the expenses of its designated responsibilities provided in this MOU without reimbursement to or from any other PARTY unless otherwise specifically provided herein or in writing.

6. Any PARTY may delegate all or part of its responsibilities under this MOU or any CONTRACT to another PARTY as long as both PARTIES agree in writing to the terms of such delegation. The terms of an agreement between any two PARTIES do not require ratification by any other PARTY.

7. MATERIALS AND SUPPLIES EXPENSES incurred by each PARTY shall be the responsibility of that PARTY and each such PARTY shall bear all of said expenses without reimbursement to or from any other PARTY unless otherwise agreed upon in writing.

8. Fees shall not be charged and collected from PARTICIPANTS unless the PARTIES agree otherwise, provided however, that a fee shall be charged to each CESQG to cover costs associated with CESQG participation. The HOST PARTY may also include in the CESQG fee an administrative fee in an amount to be agreed upon the PARTIES.

**B. *Maintaining and establishing CONTRACT(S).*** Unless otherwise agreed, the COUNTY shall be the only PARTY that enters into a CONTRACT, as defined herein, to implement this MOU. The COUNTY shall determine the method by which any such CONTRACT shall be established, and, except as otherwise specifically provided herein, shall determine the terms and conditions of each such CONTRACT. The COUNTY shall similarly be responsible for making suitable arrangements for the handling and payment of NON-AUTHORIZED MATERIAL COSTS. Upon request by any other PARTY, the COUNTY shall provide a copy of any such CONTRACT to any such PARTY and shall keep the other PARTIES advised as to such terms and conditions. This provision is not intended to prevent any PARTY from entering into separate contracts to perform its duties under the MOU or for MATERIALS AND SUPPLIES EXPENSES, provided such contracts are solely the responsibility of such PARTY.

**C. *Allocation of PARTICIPANTS to each PARTY*** - The following methodology shall be used to allocate the number of PARTICIPANTS to each PARTY as to each EVENT, on an EVENT by EVENT basis, for purposes of allocation of CONTRACT COST and NON-AUTHORIZED MATERIAL COSTS and sharing of liabilities as further provided herein:

1. PARTICIPANTS allocated to the HOST PARTY shall include the total of all of the following:

- a. the total number of PARTICIPANTS from the HOST PARTY'S jurisdiction;
  - b. the total number of PARTICIPANTS from any other PARTY'S jurisdiction for whom there is no appointment and no authorization to participate from said PARTY obtained in accordance with this MOU;
  - c. the total number of PARTICIPANTS from NON-PARTICIPATING JURISDICTIONS;
  - d. the total number of PARTICIPANTS for whom there are no known addresses; and
  - e. the total number of PARTICIPANTS from COUNTY-SPONSORED JURISDICTIONS for whom there is no authorization to participate obtained in accordance with this MOU.
2. PARTICIPANTS allocated to all other PARTIES shall include the total of all of the following:
- a. the total number of PARTICIPANTS from the PARTY'S jurisdiction authorized to participate in accordance with this MOU; and
  - b. the total number of PARTICIPANTS with appointments from the PARTY'S jurisdiction.
3. PARTICIPANTS allocated to the COUNTY shall also include, in addition to the above PARTICIPANTS that are allocated to the COUNTY as may be applicable, whether or not it is HOST PARTY, the following:
- a. the total number of PARTICIPANTS from COUNTY-SPONSORED JURISDICTIONS authorized to participate in accordance with this MOU or other agreements between the COUNTY and such COUNTY-SPONSORED JURISDICTIONS.
4. For purposes of making the calculation of each PARTY's allocated share of CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS, all CESQs shall not be counted as PARTICIPANTS. CESQs shall be counted as PARTICIPANTS for purposes of sharing of liabilities in accordance with Article 5, subdivision B.

**D. *Maintaining Budgetary Constraints***

1. Each PARTY shall be responsible for ensuring that its total funding commitment to the PROGRAM is not exceeded. Following each EVENT, each PARTY will review its interim costs and indicate if PROGRAM modifications in terms of its participation are necessary to ensure that it meets budgetary constraints.

2. If **CONTRACT COSTS** and **NON-AUTHORIZED MATERIAL COSTS** for a **PARTY** are projected to exceed funding commitments outlined in subdivision A of this Article, the **PARTY** may elect to reduce the number of its **PARTICIPANTS** served in subsequent **EVENTS** or increase its funding commitment. If such costs are lower than projected, any **PARTY** may elect to increase its number of its **PARTICIPANTS** served in subsequent **EVENTS**.

#### ARTICLE 4 PROGRAM IMPLEMENTATION

To ensure a coordinated and effective **PROGRAM**, the **PARTIES** agree to the following:

- A. **Publicity and public information materials** - For each **EVENT**, each **PARTY** shall coordinate its publicity for that **EVENT** with the **HOST PARTY**. Each **PARTY** is responsible for the reproduction and distribution of publicity materials to residents and **CESQs** in its jurisdiction.
- B. **Appointment based system** - For each **EVENT** that requires **PARTICIPANTS** to make an appointment, the **HOST PARTY** shall staff an information phone line to be used to schedule appointments.
- C. **Availability of Appointments** - Prior to each **EVENT**, the **HOST PARTY** and other **PARTIES** shall mutually agree upon the number of appointments made available to each **PARTY** and **COUNTY-SPONSORED JURISDICTIONS**.
- D. **PARTICIPANTS without appointments** - Prior to each **EVENT**, each **PARTY** shall have the option of authorizing the **HOST PARTY** to accept **PARTICIPANTS** from that **PARTY'S** jurisdiction without appointments for the **EVENT**. Additionally, the **COUNTY** shall have the option of authorizing the **HOST PARTY** to accept **PARTICIPANTS** from **COUNTY-SPONSORED JURISDICTIONS** for the **EVENT**. Regardless of authorization, the **HOST PARTY** reserves the right to reject any **PARTICIPANT** who does not have an appointment for the **EVENT**.
- E. **CONTRACT Monitoring** - The **HOST PARTY** of an **EVENT** shall provide staff for the **EVENT** to monitor **CONTRACTOR** services rendered at the **EVENT**. The **COUNTY** shall provide at least one staff member at each **EVENT** to assist the **HOST PARTY** in monitoring the **CONTRACTOR**.
- F. **RECORD of EVENT Participation**
  1. At and following each **EVENT**, the **HOST PARTY** shall collect and provide a list of names and addresses, if known, of all **PARTICIPANTS** at the **EVENT** to the **COUNTY**.
  2. The **COUNTY** shall develop the **RECORD** of the jurisdiction of residence of all **PARTICIPANTS** to the extent possible and shall compile the total **PARTICIPANTS** to be allocated to each **PARTY** in accordance with

Article 3, subdivision C. The RECORD shall show the number of PARTICIPANTS attributed to the following JURISDICTIONS: HOST PARTY, all other PARTIES, COUNTY-SPONSORED JURISDICTIONS, and NON-PARTICIPATING JURISDICTIONS. The COUNTY shall provide the summary of the RECORD to all PARTIES for review and approval. A PARTY shall notify the COUNTY within ten (10) of receipt of such summary if the PARTY has any objection to the accuracy and contents of the summary or RECORD. If no such objection is timely made, the RECORD and summary shall be treated as final and conclusive by the PARTIES.

3. The summary and RECORD shall be used to invoice CONTRACT COSTS and NON-AUTHORIZED MATERIAL COSTS to each PARTY in accordance with Article 3, subdivision A. of this MOU. The summary and RECORD may also be used at any time to determine the share of liabilities, if any, as provided in Article 5, subdivision B.

G. *Cooperation* - Each PARTY shall submit to the COUNTY, not later than 15 days after approval of this MOU by all governing bodies, a statement of its funding and number of participants of the PROGRAM by that PARTY. The PARTIES will submit the same statement not later than June 1 of each subsequent year. The PARTIES shall meet and confer as needed to coordinate designated responsibilities and ensure that the PROGRAM progresses and is implemented in a timely manner.

#### ARTICLE 5 INSURANCE AND LIABILITY

A. *Insurance*. The COUNTY shall require in the CONTRACT that the CONTRACTOR provide, at a minimum, the following insurance, naming the PARTIES as insureds. The COUNTY, in its discretion may require additional insurance with higher limits of liability:

1. Commercial General Liability - \$1 million per occurrence, \$2 million aggregate, including personal injury, broad form property damage, products/completed operations and \$100,000 fire liability.
2. Contractual Liability - \$1 million combined single limit.
3. Commercial Automobile Liability - \$1 million combined single limit bodily injury and property damage, including owned, non-owned, and hired automobiles. Also to include uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
4. Workers' Compensation - statutory limits established by law
5. Environmental Impairment Liability - \$1 million per occurrence, \$2 million aggregate.

B. *Shared Liability*. The PARTIES agree that if an INCIDENT should occur, and the resources (including insurance) of the CONTRACTOR and/or the responsible disposal facility operator or other responsible parties are insufficient or unavailable to pay the liability or necessary cost of remediation, or if any liability to any

**PARTY arises in any way out of the PROGRAM or any EVENT thereof, or arises out the collecting, receiving, profiling, packaging, labeling, transporting, recycling, treatment, storage, or disposal of any HHW, ABOP WASTE or CESQG WASTE or any other material received or collected pursuant to the PROGRAM, liability between PARTIES shall be apportioned as follows:**

**1. Liability arising out of a specific EVENT or during the transport of wastes or material from a specific EVENT to the destination waste management facility shall be apportioned to each PARTY based upon the following percentage for the EVENT giving rise to the claim:**

$$\begin{array}{l} \text{\% of liability apportioned} \\ \text{to each PARTY} \end{array} = \frac{\text{Number of PARTICIPANTS apportioned in the} \\ \text{EVENT to each PARTY pursuant to Article 3, subdivision C}}{\text{total no. of all PARTICIPANTS who participated in the EVENT}}$$

**2. Liability incurred as a result of long-term disposal or storage at a waste management facility shall be apportioned to each PARTY based upon the following percentage:**

$$\begin{array}{l} \text{\% of liability} \\ \text{apportioned} \\ \text{to each PARTY} \end{array} = \frac{\text{Number of PARTICIPANTS apportioned during the PROGRAM} \\ \text{to the PARTY pursuant to Article 3, subdivision C}}{\text{total no. of all PARTICIPANTS who participated in PROGRAM}}$$

**3. Notwithstanding subdivision B, paragraph 2 of this Article, if it can be shown that such liability for long-term disposal or storage arises out of a particular EVENT or EVENTS, liability shall be allocated to each PARTY based upon the following percentage:**

$$\begin{array}{l} \text{\% of liability} \\ \text{apportioned} \\ \text{to each PARTY} \end{array} = \frac{\text{Number of PARTICIPANTS apportioned in such} \\ \text{EVENT or EVENTS to the PARTY pursuant to Article 3, subdivision C}}{\text{total no. of all PARTICIPANTS who participated in such EVENT(s)}}$$

**4. Such allocation of liabilities shall be made regardless of the respective levels of responsibility of each PARTY for the liability incurred.**

**5. Obligations with respect to shared liabilities under this section shall continue beyond the termination and expiration of this MOU.**

## ARTICLE 6 MISCELLANEOUS PROVISIONS

- A. *Participation by Cities Which Are Not PARTIES hereto* - Any city located in Ventura County may become a PARTY to this MOU by requesting and receiving written consent from the PARTIES.**
- B. *Participation In Other Similar Programs* - If any PARTY desires that one of its residents or CESQGs participate in any similar program or event hosted by the COUNTY or a COUNTY-SPONSORED JURISDICTION, such PARTY shall notify the COUNTY in writing and in response, the COUNTY may, but is not required**

to, arrange for such participation subject to reimbursement of the COUNTY from the PARTY of any costs associated therewith.

- C. *Nature of MOU.* This MOU is not an ordinance, statute, or regulation. This MOU shall constitute an agreement among the PARTIES hereto, but is not intended and shall not be construed by any third person as establishing a standard of care, and shall not create or impose a mandatory duty under Government Code section 815.6, nor shall this MOU be construed to constitute a statute, ordinance, or regulation within the meaning of Evidence Code Section 669.
- D. *Term* - This MOU shall be effective on the date of its execution hereof by all of the PARTIES and shall continue in effect through the end of the next ensuing fiscal year. This MOU shall continue indefinitely through subsequent fiscal years unless any PARTY provides written notice to all other PARTIES of that PARTY'S withdrawal from the MOU, effective at the beginning of the next fiscal year. Such notice shall be received no later than April 1 prior to the commencement of such fiscal year. In such event, this MOU shall terminate at the beginning of the ensuing fiscal year, provided however that the remaining PARTIES may, but are not required, to agree to continue with this MOU notwithstanding the withdrawal of one or more of the PARTIES.
- E. *Interpretation* - This MOU shall be interpreted in accordance with the laws of the State of California.
- F. *Amendments and Waiver* - Any amendment, modification, or waiver of the terms or conditions of this MOU shall be in writing and shall be effective only upon written approval by the authorized representatives of the PARTIES affected thereby.
- G. *Notices* - The PARTIES agree that all notices shall be deemed delivered three days after postmark. All notices given pursuant to this MOU shall be made by depositing the same in the U.S. mail, postage prepaid, and addressed as follows, or to such other address as the PARTY may designate hereafter:

TO CITY OF FILLMORE:

City of Fillmore  
P.O. Box 487  
Fillmore, CA 93015  
Attn: City Manager

City of Fillmore  
P.O. Box 487  
Fillmore, CA 93015  
Attn: Assistant to the City Manager

TO CITY OF OJAI:

City of Ojai  
P.O. Box 1570  
Ojai, CA 93024  
Attn: City Manager

City of Ojai  
P.O. Box 1570  
Ojai, CA 93024  
Attn: Assistant City Manager

TO CITY OF SANTA PAULA:

City of Santa Paula  
P.O. Box 569  
Santa Paula, CA 93060  
Attn: City Manager

City of Santa Paula  
P.O. Box 569  
Santa Paula, CA 93060  
Attn: Assistant City Manager

TO COUNTY OF VENTURA:

County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009-1650  
Attn: Administrative Assistant

County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009-1650  
Attn: Deputy Director of Public Works

H. *Signatures on MOU* - This MOU may be signed by the PARTIES in counterparts.

IN WITNESS WHEREOF, the PARTIES hereto have first executed this MEMORANDUM OF UNDERSTANDING by authorized officials thereof on the date indicated below.

ATTEST:

COUNTY OF VENTURA

Richard D. Dean, County Clerk

Date: November 2, 1999

County of Ventura, State of California,  
Ex-Officio Clerk of the Board of  
Supervisors Thereof

By: Susan K. Lacey  
SUSAN K. LACEY, CHAIR  
BOARD OF SUPERVISORS

Karub Placoncei  
Deputy County Clerk



CITY OF FILLMORE

Roy Payne  
ROY PAYNE, CITY CLERK

Date: 10/27/1999

By: Evaristo Barajas  
EVARISTO BARAJAS, MAYOR

CITY OF OJAI

Cynthia A. Burrell  
CYNTHIA BURELL, CITY CLERK

Date: Oct 26, 1999

By: Ellen Hall  
ELLEN HALL, MAYOR

CITY OF SANTA PAULA

VICTOR SALAS, CITY CLERK

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JAMES GARFIELD, MAYOR

CITY OF OJAI

CYNTHIA BURELL, CITY CLERK

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ELLEN HALL, MAYOR

CITY OF SANTA PAULA

*Victor M. Salas sr*  
VICTOR SALAS, CITY CLERK

Date: October 18, 1999

By: *James R. Garfield*  
JAMES GARFIELD, MAYOR

