

ATTACHMENT B

Memorandum of Understanding (MOU)

Development of Regional Disaster Debris Management Plan

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Santa Barbara (“County”) and the cities of Buellton, Carpinteria, Goleta, Santa Barbara, and Solvang (“Partner Cities”) (collectively with County “Cooperating Partners”) for sharing the cost of the developing a regional Disaster Debris Management Plan (“DDMP”).

**1. Purpose of this MOU**

Under this MOU, the Partner Cities commit to sharing the cost of a contract between the County and Ecology and Environment, Inc. (“E & E” or “Contractor”) for developing a regional DDMP. The attached Exhibit A describes the Scope of Services and Schedule for the development of the DDMP.

**2. Project Manager**

The County shall generally act as project manager to provide overall coordination of the regional DDMP development by the Contractor.

**3. Financial Considerations and Payment Terms**

**3.1 Cost-Sharing**

The cost to perform the scope of services in Exhibit A by E & E shall be \$93,400 and will be incurred during fiscal year 2019-20 (July 16, 2019 through June 30, 2020). The Cooperating Partners agree to contribute funding as shown in the table below:

| <b>Jurisdiction</b>               | <b>Population</b> | <b>Percentage of Total</b> | <b>Share of Cost</b> |
|-----------------------------------|-------------------|----------------------------|----------------------|
| Buellton                          | 5,291             | 2%                         | \$1,868              |
| Carpinteria                       | 13,704            | 5%                         | \$4,670              |
| Goleta                            | 31,949            | 11%                        | \$10,274             |
| Santa Barbara                     | 94,807            | 33%                        | \$30,822             |
| Solvang                           | 5,771             | 2%                         | \$1,868              |
| County<br>Unincorporated<br>Areas | 137,398           | 47%                        | \$43,898             |
| <b>Totals</b>                     | <b>288,920</b>    | <b>100%</b>                | <b>\$93,400</b>      |

Any additional tasks and requests to increase the budget to address cost overruns will be approved by each Partner City representative prior to the County of Santa Barbara authorizing such work and additional funds. Any additional amounts approved above \$93,400 shall be funded according to the percentages shown in the above table.

### **3.2 Payment Terms**

The County of Santa Barbara will administer the contract, pay E & E upon receipt of its invoices, and then request reimbursement from each Partner City based on the percentage that each city's population represents of the cumulative total population of the participating jurisdictions. Each Partner City will reimburse the County of Santa Barbara 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 this 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, including attorneys' fees, 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**

This MOU will terminate upon the earlier of: (i) the date on which the County's contract with Contractor is terminated; or, (ii) when the County terminates, which shall be effective 30 days after County gives Partner Cities notice.

### **6 Counterparts**

This MOU may be executed in counterparts. Each counterpart shall have the same effect as an original.

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In witness whereof, the Cooperating Partners hereto have executed this MOU effective at the time that County has executed this MOU.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Public Works

By: \_\_\_\_\_  
Scott D. McGolpin  
Director of Public Works

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By: \_\_\_\_\_

SIGNATURES OF PARTNER CITY OF SANTA BARBARA

BY: \_\_\_\_\_

NAME: Paul Casey, City Manager

AGENCY/ORGANIZATION: City of Santa Barbara

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: René Eyerly, Environmental Services Manager

AGENCY/ORGANIZATION: City of Santa Barbara

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Sarah Knecht, Assistant City Attorney

AGENCY/ORGANIZATION: City of Santa Barbara

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Mark Howard, Risk Manager

AGENCY/ORGANIZATION: City of Santa Barbara

DATE: \_\_\_\_\_

SIGNATURE OF PARTNER CITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF PARTNER CITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF PARTNER CITY

BY: \_\_\_\_\_

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AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF PARTNER CITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_