

MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE EARTH ISLAND INSTITUTE THROUGH THEIR PROJECT SOUTH COAST HABITAT RESTORATION FOR THE SAN YSIDRO DEBRIS BASIN IMPROVEMENT PROJECT

This Memorandum of Understanding is entered by and between the Earth Island Institute through their project 'South Coast Habitat Restoration', a California nonprofit corporation ("SCHR"), and the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California ("SBCFCWCD").

WITNESSETH:

WHEREAS, the SBCFCWCD is the owner of certain real property ("the property"), located in the Montecito community of Santa Barbara County, California, as shown in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, SCHR is a project of Earth Island Institute, a California nonprofit corporation under Section 501 (c)(3) of the United States Internal Revenue Code, whose purpose is to assist in restoring riparian vegetation, stabilize stream banks, and restore steelhead habitat.

WHEREAS, the Project ("San Ysidro Debris Basin Improvement Project") will be replacing the outlet control structure that will function to trap large debris within the basin while facilitating sediment replenishment downstream and anadromous fish passage.

WHEREAS, the Urban Streams Restoration program ("USR") in the Department of Water Resources ("DWR") will provide local assistance funds through the competitive grant process laid out in the 2019 Proposal Solicitation Package to protect, enhance and restore the natural, ecological value of streams, prevent future property damage caused by flooding and bank erosion, and promote community involvement, education, and riverine stewardship; and

WHEREAS, the SBCFCWCD, as sponsor for the grant application to DWR, would not be able to plan, implement or complete the project without the involvement of and the community it represents; and

WHEREAS, SCHR, as co-sponsor, has agreed to participate in planning, implementation and completion of the project, and support and assist the SBCFCWCD; and

WHEREAS, the SBCFCWCD and SCHR desire to enter into a memorandum of understanding to protect the public interest and vision for the project to be implemented for the DWR grant application for \$351,417 and agreement; now, therefore

IN CONSIDERATION of the mutual promises herein contained, the parties to the Memorandum of Understanding do hereby agree to the following terms and conditions:

**A. Scope of Project**

The existing debris basin dam is a facility built in 1964 by the U.S. Army Corps of Engineers as an emergency response to the Coyote Fire. The January 2018 Debris Flow Event resulted in severe damage to the embankment and the outfall pipe. Although the dam was damaged during the Debris

Flow Event, the dam has been restored to the original design. The San Ysidro Debris Basin Improvement Project (Project) will be contained within the District-owned parcels and will be improving the existing San Ysidro Debris Basin to:

- a. Accommodate fish passage through the basin.
- b. Allow the flow of water and sediment through the basin.
- c. Retain rocks and debris in basin.

The improved debris basin design will mimic the Gobernador Debris Basin outlet control structure constructed in 2008, which withstood the large debris loads from the Debris Flow Event. The Santa Barbara County Flood Control & Water Conservation District is the acting Project Sponsor, and South Coast Habitat Restoration is the Project Co-sponsor.

## **B. SBCFCWCD Roles**

### **1. Project Administration**

- i. Selecting and entering into a contract with a technical consultant team
  1. Prepare the RFP, advertise, interview and select consultant to provide technical services
- ii. Project Management and Meeting Task:
  1. Conduct biweekly project team meetings for the duration of the project
  2. Schedule and conduct technical and coordinating meetings on an as-needed basis
  3. Prepare and submit quarterly progress report on a regular and consistent basis
  4. Prepare and submit all invoices to the State for reimbursement of eligible project costs.

### **2. Environmental**

- i. SBCFCWCD prepared a Debris Basin Maintenance and Removal Plan in 2017, which is a set of Addenda to the District's Program EIR (PEIR) that covers creek and debris basin maintenance. A new Addendum will be prepared and distributed to agencies and interested parties for public comment.

### **3. Final Design and Permits**

- i. The District will contract with a Consultant to produce the Project Plans, Specifications and Estimates (PS&E) deliverables. Initially, the Consultant will perform a geotechnical reconnaissance to analyze the subsurface conditions of the project area. They will detail their findings in a final report, which will form the basis of the civil and structural design elements. District engineering staff will review the geotechnical report for consistency with the scope of work and project plans.

- ii. The Consultant will also update the project-specific preliminary Hydrology and Hydraulics Report to incorporate detailed fish passage design components and calculations using HEC-RAS hydraulic modeling software.
  - iii. District engineering staff will review all the PS&E submittals and assist with formatting and developing the submittal consistent with California Department of Transportation (Caltrans) Standard Specifications and Plans.
  - iv. The Santa Barbara County Flood Control & Water Conservation District will prepare Permit Applications for the US Army Corps of Engineers (USACOE), California Department of Fish and Wildlife (CDFW) and the California Regional Water Quality Control Board (RWQCB). Regulatory Agency Comments will be addressed, and permits will be secured by the SBCFCWCD.
4. Construction and Revegetation
- i. SBCFCWCD will publicly advertise for bids according to Public Contract Code requirements, evaluate the bids received, and its Board will choose to either reject all bids or to award a construction contract to the lowest responsive, responsible bidder.
  - ii. SBCFCWCD will secure the services of a Consultant to provide construction management (CM) and inspection services. The consultant will fulfill the Resident Engineer position. The CM will inspect the project site on a daily basis, manage weekly meetings with the contractor, review certified payroll reports, submit weekly progress reports, and perform geotechnical materials testing.
  - iii. SBCFCWCD will perform environmental monitoring during construction of the Project.
  - iv. SBCFCWCD will administer Revegetation Contract and perform environmental monitoring during the revegetation implementation, and during the 'Plant Establishment Period' phase of the Project.

### C. SCHR Roles

- 1. Project Administration
  - i. SCHR will assist the District Project Manager with project and grant administration, and outreach to the community at various public events.
  - ii. Additionally, SCHR will communicate with neighboring landowners to keep them informed on project schedule and impacts.
- 2. Final Design
  - i. SCHR will assist in review of project plans and project planning. In addition, SCHR will help with preparation of habitat restoration plans.
  - ii. SCHR will also attend meetings and site visits.
- 3. Construction and Revegetation
  - i. SCHR will accompany the Biological team on site visits.
  - ii. SCHR will assist SBCFCWCD Biological team with habitat surveys.

**D. Term of Memorandum**

This memorandum shall take effect when fully executed, on the date last signed below, and shall remain in effect until completion of the project described in this memorandum. SBCFCWCD shall maintain any restoration plants installed during the term of this memorandum for at least two years and until they become established and meet success criteria put forth by the permitting agencies.

The District will develop a monitoring and maintenance program to monitor the structure (roughened rock ramp) and sediment movement to watch that the integrity of the structure remains uncompromised which will remain in effect for at least 5 years, but is likely to continue for the life of the structure as the District will not allow the facility to fail. The community will remain invested in this project as SCHR maintains a website with present and past projects detailing their efforts in aiding habitat recovery.

**E. Department of Water Resources Grant**

The SBCFCWCD as Sponsor, and SCHR as Co-sponsor, of the project shall fulfill their individual requirements of the grant agreement with respect to the project. When required to act jointly, neither party shall unreasonably withhold its consent.

**F. Amendment**

Any amendment to this MOU shall be accomplished through an addendum with the consent of all parties involved.

**G. Communication**

The communication between all the parties involved will be through email.

*SBCFCWCD Contact Information*

Name: Yoganathan Thierumaran, Civil Engineer

Email: [ythierumaran@cosbpw.net](mailto:ythierumaran@cosbpw.net)

*SCHR Contact Information*

Name: Mauricio Gomez, Director

Email: [mgomez@schabitatrestoration.org](mailto:mgomez@schabitatrestoration.org)

**H. Understanding/Incorporation**

No oral understanding outside this agreement is admissible

**I. Signs**

SBCFCWCD shall provide signs to acknowledge the role of SBCFCWCD and the SCHR in the project, and funding from DWR for the Project. The SBCFCWCD shall allow installation of the sign in the project area. SBCFCWCD shall be responsible for the number, design, placement and working of the signs, however the sign design may be required to meet DWR and SBCFCWCD design specification

and the SBCFCWCD will have final approval of the signs design, materials and placement. SBCFCWCD shall notify DWR when the signs have been installed and shall also provide a site map with the sign locations notes and a photograph of each sign.

J. **Inspection**

The SBCFCWCD and SCHR shall permit the DWR, its agents or employees, to visit the project and the property at reasonable times and intervals during the term of this memorandum and grant agreement. DWR shall have the right to inspect the property upon completion of the project and at reasonable times and intervals thereafter to ensure the site has been maintained in a manner consistent with the grant agreement and the approved maintenance and monitoring plan.

K. **Mutual Indemnification**

Each party shall, to the fullest extent permitted by law, indemnify, defend and hold the other party harmless against any and all costs, expenses, losses, claims, suits, damages and liabilities (including reasonable attorney fees) for acts or omissions arising out of or in connections with their respective acts or omissions performed under this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum on the dates shown below their respective authorized signatures.

SPONSOR: SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

**ATTEST:**

Mona Miyasato  
County Executive Officer  
  
Ex Officio Clerk of Board of Directors of the  
Santa Barbara County Flood Control and  
Water Conservation District

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER  
CONSERVATION DISTRICT:**

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

By: \_\_\_\_\_  
Gregg Hart, Chair, Board of  
Directors

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

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

**RECOMMENDED FOR APPROVAL**

Scott D. McGolpin  
Public Works Director

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

**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By: Ray Aromatorio, Date: 2020.07.24  
Risk Manager / 17:37:04 -04'00'  
\_\_\_\_\_  
Risk Management

Address: 130 E. Victoria St., Suite 200  
Santa Barbara CA, 93101

CO-SPONSOR: EARTH ISLAND INSTITUTE/ SOUTH COAST HABITAT RESTORATION

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

Dave Phillips  
Executive Director

Address: 2150 Allston Way, Suite 460  
Berkeley, CA, 94704

**Exhibit A**  
**SAN YSIDRO DEBRIS BASIN**  
**VICINITY MAP**

