

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF SANTA BARBARA  
AND  
UNITED WAY OF SANTA BARBARA COUNTY  
REGARDING A PUBLIC-PRIVATE PARTNERSHIP FOR COMMUNITY DISASTER  
PREPAREDNESS, RESPONSE AND RECOVERY PROGRAMS**

**THIS MEMORANDUM OF AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and United Way of Santa Barbara County, with an address at 320 E. Gutierrez St., Santa Barbara, CA 93101 (hereafter UWSBC) wherein UWSBC and the County agree:

**WHEREAS**, the County is a political subdivision of the State of California and has the responsibility to deliver exceptional services so Santa Barbara County's communities can enjoy a safe, healthy and prosperous life; and

**WHEREAS**, the Santa Barbara County Office of Emergency Management (hereafter SBCOEM) is responsible for emergency management and coordination of the Santa Barbara County Operational Area which includes County departments, incorporated cities, unincorporated areas, special districts, universities, non-profit and volunteer organizations, and private sector business and industry groups; and

**WHEREAS**, the County works to prepare for disasters, obtain resources needed for the protection of life, property, or environment, and support the community during its short- and long-term recovery; and

**WHEREAS**, in most cases, disasters disproportionately impact vulnerable and often underserved populations including those who live at or near poverty levels; socially and geographically isolated populations; those with limited English proficiency or who are non-English speaking; racial and ethnic minorities, including indigenous peoples, communities of color, and immigrant and refugee communities; seniors; children; pregnant women; sexual and gender minorities; people living in institutionalized settings; people experiencing homelessness; people living with mental illness; people with developmental or intellectual disabilities, physical disabilities, chronic conditions, and injuries; people living in substandard housing; people lacking access to reliable transportation; and others; and

**WHEREAS**, disasters often stress local government, nonprofit, educational, and other essential public services and systems that are critical to helping people in need, further exacerbating the impacts of a disaster, especially for those who depend on these systems and agencies for their everyday stability, health, and wellness; and

**WHEREAS**, the consistent and effective engagement and coordination of non-profit and philanthropic resources are ideal components of any community's disaster preparedness, response, and recovery strategies and approaches; and

**WHEREAS**, public-private partnerships provide a mechanism to address Whole Community disaster resiliency challenges, confirm mutual priorities, engage in continuous problem-solving dialogue, and cooperatively coordinate efforts, resources and public information at the local level; and

**WHEREAS**, UWSBC is a 501(c)(3) private nonprofit organization with deep roots and connections in the community, and is a leader of numerous programs and collaborative efforts, especially those focused on the promotion of academic achievement, financial empowerment, and response and recovery in times of community crisis; and

**WHEREAS**, UWSBC is a source of significant funding for many other nonprofit agencies, schools, and government partners that serve individuals during times of disaster, and UWSBC has a strong record of helping coordinate investments of local philanthropic foundations, businesses, and individuals to meet individual and community needs during disasters; and

**WHEREAS**, over the course of multiple disasters in recent years, UWSBC has developed the unique capacity to engage, build relationships with, and coordinate collaborative efforts between leaders from the County and the philanthropic, nonprofit, business, and local government sectors to launch and support numerous initiatives and critical community programs that directly serve individuals impacted by disasters and that also promote County priorities and objectives in disaster response and recovery; and

**WHEREAS**, through the creation of the UWSBC Individual Disaster Assistance Grant (hereafter IDAG) and Critical Needs Fund (hereafter CNF), UWSBC and key community partners have been able to identify community needs and rapidly disburse financial assistance grants to Santa Barbara County individuals, households, and community-based organizations during and in the immediate aftermath of a disaster, and engage local philanthropic leaders in innovative and exciting initiatives and collaborative strategies with the County to more effectively support those impacted by disasters; and

**WHEREAS**, UWSBC has developed a strong network of philanthropic partners to support the IDAG and CNF, and UWSBC has invested substantial amounts of its own unrestricted general and endowment funding to support the County's objectives and the broader community in times of community crisis and disasters; and

**WHEREAS**, it is the policy of UWSBC to apply no administrative fees on charitable contributions made to the agency by philanthropic entities in support of disaster response and recovery; and

**WHEREAS**, UWSBC agrees to maintain the core infrastructure, membership, capacity, and readiness of the IDAG and CNF programs on a permanent basis so they can be effectively launched through collaborative efforts when preparing for, responding to, and recovering from disasters, threats, and emergencies; and

**WHEREAS**, the purpose of this Agreement is to formally recognize a public-private partnership between the County and UWSBC predicated on creating a spirit of cooperation based on mutual respect, needs, and supports, and set forth the responsibilities between the County and UWSBC for the leadership and maintenance of the UWSBC IDAG and CNF programs on an ongoing basis and their effective activation before, during, and after disasters, threats, and emergencies.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated here by this reference.

2. **DESIGNATED REPRESENTATIVE.** Yaneris Muñiz at phone number (805) 681-5524 is the representative of County and will administer this Agreement for and on behalf of County. Steve Ortiz at phone number (805) 252-6555 is the authorized representative for UWSBC. Changes in designated representatives shall be made only after advance written notice to the other party.
3. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Yaneris Muñiz  
Santa Barbara County Office of Emergency Management  
4408 Cathedral Oaks Road  
Santa Barbara, CA 93110  
Email: yaneris@countyofsb.org

To UWSBC : Steve Ortiz  
United Way of Santa Barbara County  
320 East Gutierrez Street  
Santa Barbara, CA 93101  
Email: sortiz@unitedwaysb.org

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. **PROGRAM DESCRIPTION AND SCOPE.** UWSBC agrees to maintain and lead the IDAG and CNF programs and provide the scope of services as described in EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by reference. The County agrees to carry out responsibilities as described in EXHIBIT A and EXHIBIT B.
5. **TERM.** This Agreement shall remain in place until either party wishes to revise it or terminate it. Either party may terminate the Agreement for any reason with a 30-day written notification to the other party.
6. **FUNDING ARRANGEMENT.**
  - A. UWSBC will provide the services described in EXHIBIT A and EXHIBIT B as part of its budgeted disaster/emergency programming. The County is not expected to financially contribute to UWSBC's budget to support the scope of services and cost recovery documentation, or the execution and maintenance of this Agreement.
  - B. Should the County request UWSBC services beyond those specified in EXHIBIT A and EXHIBIT B and/or at a level that exceeds UWSBC disaster/emergency programming budget, a separate contract negotiated between the County and UWSBC for those additional services or programs would be required.
  - C. Should activities undertaken by UWSBC at the request of the County pursuant to this Agreement become eligible for reimbursement from state or federal sources,

such as the Federal Emergency Management Agency (FEMA) and/or the California Governor's Office of Emergency Services (CalOES), the County would work with UWSBC to explore the possibility of securing reimbursement directly when eligible or through the County's cost recovery efforts. UWSBC holds full responsibility for maintaining, preparing and submitting the proper documentation required for federal and state disaster reimbursement processes.

- D. UWSBC and the County agree that engaging in the partnership as described in this Agreement and EXHIBITS A and B does not imply or guarantee CNF/IDAG or County funding for any particular need, strategy, or initiative. Regardless of whether funding to meet needs is available, UWSBC and the County mutually commit to using the CNF/IDAG model to explore and facilitate collaborative solutions to the challenges our communities face in times of disaster, threats, and emergencies.
7. **DOCUMENTING PAID AND VOLUNTEER STAFF/CONSULTANT TIME.** To assist the County in its cost recovery efforts, when applicable/relevant, UWSBC will, to the extent possible, document staff/consultant expenses and volunteer staff time dedicated to the disaster response efforts so the County is able to count those expenses toward the County's reimbursement cost-share as applicable through federal funding sources.
8. **FEDERAL PROVISIONS.** UWSBC agrees to comply with all Federal Provisions attached hereto as EXHIBIT C. The County and UWSBC will review updated Federal Provisions as they occur and document in writing acknowledgement to comply with the updated Provisions in relation to this Agreement.
9. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that UWSBC (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor that is partnered with the County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which UWSBC shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that UWSBC is performing its obligations in accordance with the terms and conditions hereof. UWSBC understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. UWSBC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, UWSBC shall be solely responsible and save the County harmless from all matters relating to payment of UWSBC's employees, including compliance with Social Security withholding and all other regulations governing such matters. UWSBC also understands and acknowledges that UWSBC volunteers are not entitled to benefits of County registered Disaster Service Worker volunteers, including but not limited to workers' compensation. UWSBC shall be solely liable and responsible for assisting its volunteers in accessing available volunteer benefits. It is acknowledged that during the term of this Agreement, UWSBC may be providing services to others unrelated to the County or to this Agreement.
10. **CONFLICT OF INTEREST.** UWSBC covenants that UWSBC presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which

would conflict in any manner or degree with the performance of services required to be performed under this Agreement. UWSBC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by UWSBC. UWSBC must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by UWSBC if County determines it to be immaterial, and such waiver is only effective if provided by County to UWSBC in writing.

11. **EXISTING AGREEMENTS.** The County and UWSBC covenant that they have reviewed all existing agreements between the County and UWSBC, including subrecipient agreements for administration of emergency rent assistance funds. The County and UWSBC agree that this Agreement does not conflict with any existing agreements between the County and UWSBC.
12. **INDEMNIFICATION AND INSURANCE.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
13. **NONDISCRIMINATION.** County hereby notifies UWSBC that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and UWSBC agrees to comply with said ordinance.
14. **NONEXCLUSIVE AGREEMENT.** UWSBC understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services as those provided by UWSBC as the County desires.
15. **NON-ASSIGNMENT.** UWSBC shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
16. **TERMINATION.**
  - A. **By COUNTY.** County may, by 30-day written notice to UWSBC, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of UWSBC to fulfill the obligations herein.

- B. **By UWSBC.** UWSBC may, at UWSBC's option terminate this Agreement for any reason with 30-day written notice to County.
17. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
18. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
20. **NO WAIVER OF DEFAULT.** No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.
21. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
22. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
23. **COMPLIANCE WITH LAW.** Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.
24. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
25. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve

undestroyed, shall together constitute one and the same instrument.

26. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.
27. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
28. **MANDATORY DISCLOSURE.** UWSBC must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. UWSBC is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

*(Signatures on following page.)*

Memorandum of Agreement between the **County of Santa Barbara** and United Way of Santa Barbara County.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

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

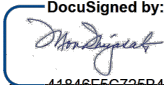
**COUNTY OF SANTA BARBARA:**

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


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

**RECOMMENDED FOR APPROVAL:**

County Executive Office

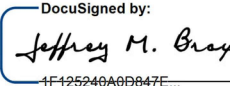
By:  \_\_\_\_\_  
Mona Miyasato, County Executive Officer  
Date: 5/10/2022 | 9:28 PM PDT

**UNITED WAY OF SANTA BARBARA COUNTY:**

By:  \_\_\_\_\_  
Steve Ortiz, Chief Executive Officer  
Date: 5/10/2022 | 3:31 PM PDT

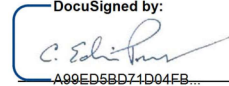
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel  
Date: 5/9/2022 | 3:34 PM PDT

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy  
Date: 5/10/2022 | 11:01 AM PDT

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Risk Management  
Date: 5/9/2022 | 3:32 PM PDT