

COPY

MEMORANDUM OF UNDERSTANDING (MOU)

Between Cooperating Entities

For Participation in the Development and Implementation of a

Santa Barbara County-wide Integrated Stormwater Resource Plan

Pursuant to

Proposition 1 Water Quality, Supply, and Infrastructure Improvement Act

Storm Water Grant Program

Grant Agreement No. D1612610 (Project Identification No. 35586)

March 2, 2017

This Memorandum of Understanding (MOU) is entered into by and between the County of Santa Barbara (COUNTY), local and State government agencies, and special districts within Santa Barbara County, as listed in Appendix A, incorporated herein by reference, and hereinafter referred to as "COOPERATING ENTITIES."

1. Purpose of this MOU

Under this MOU, the COOPERATING ENTITIES commit to participate in, and make a financial and/or service oriented contribution toward, the development of a comprehensive Santa Barbara County-wide Integrated Stormwater Resource Plan (Integrated SRP) pursuant to The Water Quality, Supply, and Infrastructure Improvement Act (Public Resources Code Section 75001- 75009) also known as Proposition 1), and in accordance with Water Code Section 10565 (as amended by Senate Bill 985, Stats. 2014, Ch. 555, Sxn. 5), and Section 10563, subdivision (c)(1), which requires a Stormwater Resource Plan (SRP) as a condition of receiving funds for storm water and dry weather runoff capture projects from any bond approved by voters after January 2014. This MOU sets forth the mutual responsibilities of the COOPERATING ENTITIES in the development of the subject Integrated SRP.

2. Background

Proposition 1, approved by voters in November 2014, authorizes \$200 million in grants for multi-benefit storm water management projects. A Proposition 1 Planning Grant for the Integrated SRP project was approved by the State Water Resources Control Board (SWRCB), in the amount of \$462,830.00, on July 13, 2016. The grant approval includes a required 50% Local Match. Upon completion, the Integrated SRP will be approved by the State Water Board and adopted into the County Integrated Regional Water Management Plan.

Public agencies/entities that receive grants for storm water and dry weather runoff capture projects are subject to the Storm Water Resource Plan Guidelines (Guidelines) promulgated by the SWRCB. The Guidelines state that each agency/entity should develop a watershed-based SRP prior to applying for bond funds associated with individual storm water and dry weather runoff capture projects. Individual projects within a watershed are indicated as ranging from small retrofits (such as standardized parkway curb cuts and tree wells in public rights-of-way) to creation of constructed natural wetlands and/or installation of underground vaults that store and infiltrate or reuse the captured runoff.

Storm water planning and management on a watershed basis involves collaboration of local governments, utilities, and other stakeholder groups to analyze the hydrology, storm drain/runoff conveyance systems, opportunity sites, and other habitat or community needs within sub-watersheds. Coordinated storm water management, monitoring, and evaluation on a watershed basis minimizes monitoring costs and maximizes the value of monitoring results across programs intended to protect beneficial uses.

The Stormwater Management Planning Act (implemented through Water Code Section 10563) substantively focuses on diverting runoff from existing storm drains, channels, or conveyance

structures to sites (particularly publicly owned sites) that can clean, infiltrate and/or use the runoff.

3. Principles

Recognizing the importance of a comprehensive Integrated SRP, the COOPERATING ENTITIES endorse the following Principles for integrated regional stormwater resource planning.

- 3.1 Be consistent with the State's standards for SRPs, as specified in Section 10560 *et. seq.* of the Water Code, and related guidelines, and meet or exceed the expected scoring criteria used by the State in its SRP approval process.
- 3.2 Adhere to the provisions of the Grant Agreement between the State and the County of Santa Barbara, including Recipient Representations and Commitments.
- 3.3 Establish a process for on-going decision-making among COOPERATING ENTITIES, with inclusive and participatory public involvement to ensure meaningful input.
- 3.4 Share the costs (as specifically defined in Section 4 below, and as indicated on Appendix C) of SRP planning, analysis, coordination, and project development through: 1) monetary contributions; and/or 2) staff time/in-kind services. Non-Governmental Organizations (NGOs), as specified herein, meeting certain time commitment requests, will be exempted from the monetary contributions afforded all other members of the COOPERATING ENTITIES. The required 50% Local Match will be satisfied with contributions from the COOPERATING ENTITIES in compliance with the terms of the Grant Agreement. By execution of this MOU, the COOPERATING ENTITY certifies that required matching funds shall meet the eligibility requirements as specified in the Grant Agreement, and Storm Water Resource Plan Guidelines.
- 3.5 Adopt a regional approach which coordinates stormwater resource planning across jurisdictional boundaries in Santa Barbara County, sets priorities on a regional basis, and considers issues common to watersheds and sub-watersheds.
- 3.6 Adopt an integrated approach to address the complex inter-relationships across strategies for stormwater resource planning, and other water management issues as well as sensitivity to water provision and resources in the context of global climate change.
- 3.7 Incorporate an appropriate level of scientific watershed assessment information.
- 3.8 Modify the SRP to continue as an informational "roadmap" toward meeting objectives, but not as a regulatory or enforceable mandate.
- 3.9 Recognize the need for a long-term perspective, which includes monitoring of project and plan implementation.

- 3.10 Provide for adaptive management for future revisions to the SRP.
- 3.11 Provide for coordination with other SRP planning efforts in the Central Coast Region.
- 3.12 Provide an inclusive process which seeks involvement from, and opportunities to collaborate with, a wide range interests including the general public, agriculture, environmental groups, watershed groups, wetlands groups, academic institutions, adjacent region representatives, and NGOs.

4. Scope of the Stormwater Resource Plan

The COOPERATING ENTITIES understand and accept that a final Integrated SRP must consider a range of stormwater resource management strategies to meet the plan's objectives. These strategies must cover certain State-specified categories and may include other categories.

- 4.1 Consistent with the State's SRP Guidelines, the Plan **should** include or provide formal reference to the following provisions:
 - a. California Environmental Quality Act (CEQA)/National Environmental Protection Act (NEPA) Compliance
 - b. Consistency with Water Quality Control Plans and Applicable Water Quality Control Policies
 - c. Consistency with Health and Safety Code – Pest and Mosquito Abatement Policies
 - d. Consistency with Applicable National Pollution Discharge Elimination System (NPDES) and Waste Discharge Permits
 - e. Submission to Entities Overseeing Integrated Regional Water Management Plans and Other Local Plans
 - f. Modification of a River or Stream Channel
 - g. Monitoring
- 4.2 Pursuant to Appendix A of the SWRP Guidelines, Mandatory Required Elements, including, but not limited to:
 - a. Plan Development
 - b. Identification of Projects
 - c. Prioritization of Projects
 - d. Plan Implementation
 - e. Water Quality Compliance
- 4.3 Pursuant to Appendix A of the SWRP Guidelines, Recommendations, including, but not limited to:
 - a. Watershed and Sub-watershed descriptions using the CalWater watershed and USGS Hydrological Unit designations

- b. Collaboration between agencies/entities to address local, regional, and watershed-wide obstacles by working together to maximize environmental outcomes that result from joint government/organizational efforts
- c. Quantitative Methods for Identification and Prioritization of Storm Water and Dry Weather Runoff Capture Projects
- d. Identification and Prioritization of Multiple Benefit Projects
- e. Implementation Strategy and Schedule
- f. Education, Outreach, and Public Participation

The subject planning grant will dramatically reduce the direct costs of meeting these requirements for the COUNTY, the COOPERATING ENTITIES, and other County-wide interests.

5. Schedule

Following is a tentative schedule of Grant events:

Task:	Time of Completion:
Stormwater Resource Plan: Planning Grant Application solicitation	January 19 - March 18, 2016
SRP Planning Grant Approval	July 13, 2016
Implementation Grants Available: Round 1	Summer, 2016
SRP Consultant Selection Process	January 20, 2017 – May 31, 2017
SRP Preparation	July 1, 2017 – February 28, 2018
SRP Submittal (to State Water Board)	May 31, 2018
SRP Incorporation into the Integrated Regional Water Management Plan	May 31, 2018
Implementation Grants Available: Round 2	Summer, 2018*
Round 2 Implementation Grant Award	Fall, 2018*

*Note: These referenced 2018 Tasks are not associated with this MOU, but are critical target dates for completion of the subject SRP.

6. Roles and Responsibilities

In order to develop an effective Integrated SRP, the COOPERATING ENTITIES agree to recognize the COUNTY as the single eligible contracting entity. The COUNTY may engage a consultant to serve as Project Manager for Integrated SRP development, including data collection, analysis, coordinating stakeholder and public involvement, and overall coordination of plan and grant application preparation. Consultant selection will be based on a formal Request for Proposals process, and determined by a majority of the COOPERATING ENTITIES. In the event of a tie, the COUNTY will select the consultant. The consultant contract will be administered through the standard COUNTY procedure.

The Integrated SRP team includes the Project Manager, COOPERATING ENTITIES, Steering Committee, and Stakeholders. Each will be responsible for, and participate in, SRP development and implementation as follows:

6.1 Project Manager.

The COUNTY shall act as, or engage, a Project Manager to provide overall coordination of the SRP effort. The project manager shall prepare agendas and chair the COOPERATING ENTITIES and Steering Committee meetings. In addition, the Project Manager shall implement a public participation process that shall include regular workshops for stakeholders and other interested parties as well as establishing and maintaining a website pertaining to Prop 1 that is accessible to the COOPERATING ENTITIES and the public. The project manager shall be responsible for the monitoring of Prop 1 and informing the COOPERATING ENTITIES regarding developments.

6.2 Cooperating Entities

The COOPERATING ENTITIES shall consist of the signatories to this MOU, and may also consist of local and State government agencies, special districts, and NGOs. In order to satisfy State requirements for a **Technical Advisory Committee (TAC)**, the COOPERATING ENTITIES shall invite representatives from the State Water Board and the Regional Water Board to all COOPERATING ENTITIES meetings. COOPERATING ENTITIES shall participate in regular Cooperating Entities meetings, and take part in decisions pertaining to: 1) the Integrated SRP preparation process; 2) project finances; 3) consultant selection; 4) revision of the Integrated SRP; and 5) planning grant proposals. Decisions by the COOPERATING ENTITIES will be based on consensus whenever possible, or by a vote of a simple majority of all members participating in a meeting, with each entity that is signatory to this MOU having one vote. Cooperating Entities meetings shall be open to the public, and shall include a forum for public comment. The COOPERATING ENTITIES are listed on Attachment A, incorporated herein by reference.

6.3 Steering Committee

The Steering Committee shall consist of a subset of the COOPERATING ENTITIES. Any signatory to the MOU may join the Steering Committee by providing written intent to attend Steering Committee meetings on a regular basis and to act as a Steering Committee member. The Steering Committee will be comprised, at a minimum, of each of the following agencies or organizations: Santa Barbara County, represented by the COUNTY or the Project Manager; two Incorporated Cities; and one Water District. In the event that there are an insufficient number of volunteers, the Steering Committee representatives shall be established by a simple majority vote of the entire COOPERATING ENTITIES group.

The Steering Committee is an open forum for the proposal and vetting of ideas. Steering Committee members shall be expected to exercise a high degree of leadership, which may include conducting workshops and/or preparing reports and presentations. The Steering Committee shall recommend or propose actions to the COOPERATING

ENTITIES, the meetings of which will be the forum to obtain general consensus. Decisions within the Steering Committee will be based on consensus whenever possible, or by a vote of a simple majority of all members participating in a meeting, each entity that is signatory to this MOU and is a member of the Steering Committee having one vote.

The Steering Committee responsibilities will include the development of Integrated SRP objectives and criteria for ranking projects. Input from all COOPERATING ENTITIES and Stakeholders shall be solicited for this process.

6.4 Stakeholders

Stakeholders shall be defined as all interested parties that are not participating in the process as COOPERATING ENTITIES. Stakeholders may fall into the following categories: (1) Wholesale and retail water purveyors, including a local agency, mutual water company, or a water corporation as defined in Section 241 of the Public Utilities Code; (2) wastewater agencies; (3) flood control agencies; (4) municipal and county governments and special districts; (5) electrical corporations, as defined in Section 218 of the Public Utilities Code; (6) Native American tribes that have lands within the region; (7) self-supplied water users, including agricultural, industrial, residential, park districts, school districts, colleges and universities, and others; (8) environmental stewardship organizations, including watershed groups, fishing groups, land conservancies, and environmental groups; (9) community organizations, including landowner organizations, taxpayer groups, and recreational interests; (10) industry organizations representing agriculture, developers, and other industries appropriate to the region; (11) State, Federal, and regional agencies or universities, with specific responsibilities or knowledge within the region; (12) Disadvantaged Community members and representatives, including environmental justice organizations, neighborhood councils, and social justice organizations; (13) any other NGOs or interested groups appropriate to the region.

Stakeholder involvement will be actively solicited through web-sites, media noticing, personal contact, and the posting of notices. Solicitation of Stakeholders shall be among the responsibilities of COOPERATING ENTITIES and Steering Committee members. Stakeholder involvement is expected to vary over the course of Integrated SRP development. The list of Stakeholders is included as Appendix B, incorporated herein by reference.

7. Financial Considerations

Each of the COOPERATING ENTITIES (with the exception of NGOs that qualify for an exemption from monetary participation) agree to in-kind time and materials commitments, and shall be solely responsible for costs for staff time devoted to Integrated SRP development.

The COOPERATING ENTITIES agree to actively encourage participation by all public agencies with a direct or indirect interest in water resources.

7.1 Non-Governmental Organizations

It is recognized that some organizations that wish to participate in the Integrated SRP process as COOPERATING ENTITIES and/or Steering Committee members may not have the means by which to make a financial contribution. In lieu of a financial contribution, these organizations may make an "in kind" contribution consisting of the commitment of time and labor in support of the Integrated SRP/Prop 1 process. Pursuant to language in the Public Resources Code Section 75005(k), commonly known as Proposition 84, Chapter 2 Integrated Regional Water Management, Nonprofit Organizations are defined as "any nonprofit corporation qualified to do business in California, and qualified under the Internal Revenue Code." The option of "in-kind" service in lieu of a financial contribution will extend only to those meeting this definition.

Examples of "In-kind" contributions include but are not limited to:

- Attendance at and participation in COOPERATING ENTITIES and Steering Committee meetings.
- Organization and/or conducting of informational, workshops and meetings.
- Production and/or distribution of written materials necessary to conduct business relevant to the Integrated SRP process.
- Solicitation of involvement by Stakeholders.
- Review of, and comment on, documents produced as part of the Integrated SRP process.

7.2. Financial Management: The Grant requires a 50% Local Match, which is comprised of qualifying expenditures including applicable project costs and staff time. As indicated in 3.4 above, all match contributions shall comply with the requirements in the Grant Agreement. The Project Manager will manage the approved budget in coordination with the COOPERATING ENTITIES and oversight by the Grant Manager from the State Water Board Division of Financial Assistance.

- Consultant Contracts

COUNTY agrees to manage the Integrated SRP project for the COOPERATING ENTITIES using a standard County Contract. COOPERATING ENTITIES understand that in performing this work, COUNTY will rely on Consultants or other subcontractors for some or all of the work required to complete the Integrated SRP.

- Payment

Each COOPERATING ENTITY shall provide its proportionate share of the costs required to complete the Integrated SRP as outlined in Appendix C, incorporated herein by reference. As necessary, each COOPERATING ENTITY shall pay any invoice provided by COUNTY within 30 days receipt of the invoice.

- Extra Work

No work that would cause a COOPERATING ENTITIIY's share of the costs to exceed the amounts delineated in Appendix C shall be incurred unless the work is approved by the COOPERATING ENTITY in writing.

8. Termination of Participation

Any signatory to the MOU may terminate its participation in this MOU after 30 days written notification to all other signatories; however, COOPERATING ENTITIES will not be eligible to receive any reimbursement for financial or in-kind contributions made and remain responsible for their proportionate share of costs pursuant to Appendix C .

9. Defend and Hold Harmless

Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the COOPERATING ENTITIES hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each COOPERATING ENTITY indemnifies and holds harmless the other COOPERATING ENTITIES for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COOPERATING ENTITY under or in connection with any work, authority or jurisdiction delegated to COOPERATING ENTITY under this MOU. It is also agreed that, pursuant to California Government Code Section 895.4, COOPERATING ENTITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COOPERATING ENTITY under or in connection with any work, authority or jurisdiction delegated to COOPERATING ENTITY under this MOU.

Neither COOPERATING ENTITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY and its consultants, contractors and employees under or in connection with any work, authority or jurisdiction delegated to COUNTY under this MOU. It is also agreed that, pursuant to California Government Code Section 895.4, COUNTY shall fully indemnify and hold

COOPERATING ENTITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY, its consultants, contractors and employees under or in connection with any work, authority or jurisdiction delegated to COUNTY under this MOU.

10. Partial Invalidity

If any provision of this MOU is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this MOU and such deletion shall in no way affect, impair, or invalidate any other provision of this MOU, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

11. Waivers

No waiver of any breach of any covenant or provision herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for the performance of any obligation or act will be deemed an extension of the time for the performance of any other obligation or act.

12. Construction of Terms

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this MOU. Whenever required by the context of this MOU, the singular shall include the plural and the masculine shall include the feminine and vice versa. This MOU will not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same. Unless otherwise indicated, all references herein to sections and paragraphs are to this MOU. All exhibits, attachments, and appendices referred to in this MOU are attached and incorporated by this reference.

13. Governing Law

The COOPERATING ENTITIES agree that this MOU will be governed by, interpreted under, and construed and enforced in accordance with the laws of the United States of America and the State of California. In any action arising in connection with this MOU, venue will be in the County of Santa Barbara, State of California, United States of America.

14. Term of this MOU

14.1 **Integrated SRP Development.** The provisions of this MOU will end: (i) on June 30, 2018; or (ii) when COOPERATING ENTITIES sign a new MOU that specifically covers ongoing coordination of the Integrated SRP process, whichever occurs first.

14.2 **State Audit Clause.** Pursuant to State auditing requirements, the indemnification provisions of this MOU will remain in effect for 36 years following Grant closure.

15. Counterparts

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

16. 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. Furthermore, by entering into this Agreement, COOPERATING ENTITIES hereby warrant that they shall not have breached the terms or conditions of any other contract to which COOPERATING ENTITIES are obligated, which breach would have a material effect hereon.

17. Notices

- 17.1 Notice to each COOPERATING ENTITY shall be made to the person and address listed on Appendix A, incorporated herein by reference. COOPERATING ENTITIES may replace the person and/or address listed by way of written notification to the Project Manager.
- 17.2 All notices or other official correspondence relating to MOU matters between the COOPERATING ENTITIES shall be addressed to:

John Karamitsos, Project Clean Water Manager
Water Resources Division
Public Works Department
County of Santa Barbara
123 E. Anapamu St.
Santa Barbara, CA 93101

In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: *Spencer R. Hartley*
Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: *Ray Armatorio*
RISK MANAGER

BY: *Bob U. Schall*
Deputy

SIGNATURE OF COOPERATING ENTITY

BY: _____

NAME: _____

TITLE: _____

AGENCY/ORGANIZATION: _____

DATE: _____

Memorandum of Understanding
Integrated Storm Water Resource Plan Preparation
Page 12 of 16

In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: _____

Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

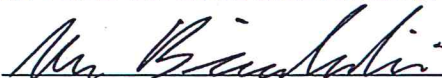
APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____

BY: _____

Deputy

SIGNATURE OF COOPERATING ENTITY

BY: 

NAME: MARC BIERDZINSKI

TITLE: CITY MANAGER

AGENCY/ORGANIZATION: CITY OF BUELLTON

DATE: 5/31/17

In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: _____

Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____

BY: _____

Deputy

SIGNATURE OF COOPERATING ENTITY

BY: 

NAME: Michelle Greene

TITLE: City Manager

AGENCY/ORGANIZATION: City of Goleta

DATE: 5/19/17

Memorandum of Understanding
Integrated Storm Water Resource Plan Preparation
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In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: _____

Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____

BY: _____

Deputy

SIGNATURE OF COOPERATING ENTITY

BY: Cruz Ramos

NAME: Cruz Ramos

TITLE: City Administrator

AGENCY/ORGANIZATION: City of Guadalupe

DATE: 3/21/17

Memorandum of Understanding
Integrated Storm Water Resource Plan Preparation
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In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: _____
Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____

BY: _____
Deputy

SIGNATURE OF COOPERATING ENTITY

BY: Brad Vidro

NAME: BRAD VIDRO

TITLE: CITY MANAGER

AGENCY/ORGANIZATION: CITY OF SOLVANG

DATE: 3-6-17

Memorandum of Understanding
Integrated Storm Water Resource Plan Preparation
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In witness whereof, the COOPERATING ENTITIES hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY
SCOTT MCGOLPIN
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

BY: _____

BY: _____

Deputy

DATE: _____

APPROVED AS TO INSURANCE:
RAY ARMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____

BY: _____

Deputy

SIGNATURE OF COOPERATING ENTITY

BY: John W. Sterritt

NAME: John W. Sterritt

TITLE: Director EHS

AGENCY/ORGANIZATION: UCSB

DATE: 3/7/17

Appendix A: List of Cooperating Entities

County Agencies:

Public Works Department

Water Resources Division
Attn.: John Karamitsos

Resource Recovery and Waste Management Division
Attn.: Imelda Cragin

Cities:

City of Buellton
Attn.: Rose Hess, PE, Public Works Director / City Engineer
P.O. Box 1819
Buellton, CA 93427

City of Carpinteria
Attn.: Erin Maker, Environmental Coordinator
5775 Carpinteria Avenue
Carpinteria, CA 93013

City of Goleta
Attn.: Everett King, Environmental Services Coordinator
130 Cremona Dr., Suite B
Goleta, CA 93117

City of Guadalupe
Attn.: Jeff Van den Eikhof, City Engineer
918 Obispo Street
Guadalupe, CA 93434

City of Lompoc
Attn.: Stacy Lawson, Senior Environmental Coordinator
100 Civic Center Plaza
Lompoc, 93436

City of Solvang
Attn.: Matt van der Linden, PE, Public Works Director / City Engineer
411 Second Street
Solvang, CA 93463

Water Districts:

Carpinteria Valley Water District
Attn.: Mr. Robert T. McDonald, General Manager
1301 Santa Ynez Ave
Carpinteria, CA 93013

Montecito Water District
Attn.: Edward Lyons, Business Manager
583 San Ysidro Rd
Montecito, CA 93108

University:

University of California at Santa Barbara
Attn.: Marc Fisher, Vice Chancellor of Administrative Services
4129 Cheadle Hall
Santa Barbara, CA 93106-2033

Appendix B: Stakeholder List

Cities:

- City Santa Barbara
- City of Santa Maria

Non Governmental Organizations:

- Heal the Ocean
- Santa Barbara Channelkeepers

Sanitary and Water Conservation Districts:

- Carpinteria Sanitary District
- Goleta Water District
- Goleta Sanitary District
- Goleta West Sanitary District
- Santa Maria Valley Water Conservation District
- Santa Ynez River Water Conservation District
- Santa Ynez River Water Conservation District, ID #1

Community Services Districts:

- Casmalia Community Services District
- Cuyama Community Services District
- Vandenberg Village Community Services District

Joint Powers Agencies:

- Cachuma Operations and Maintenance Board (COMB)
- Cachuma Conservation Release Board (CCRB)
- Central Coast Water Authority (CCWA)

Special Districts:

- Cachuma Resource Conservation District (CRCD)

Native Americans:

- Santa Ynez Band of Chumash Indians

Others:

- USFS Los Padres National Forest
- Santa Barbara County Action Network (SBCAN)
- Santa Rita Hills Wine Growers Alliance
- La Purisima Audubon Society
- Guadalupe-Nipomo Dunes Center
- UCSB Sedgwick Reserve
- Arguello Group, (North Santa Barbara County) Los Padres Chapter of the Sierra Club

Appendix C: Contributions from Cooperating Entities

Appendix C: Contributions from Cooperating Entities

<p align="center">Proposition 1 Planning Grant for Santa Barbara County Wide Integrated Storm Water Resource Plan Cooperating Entity Cost Share March 2, 2017</p>						
	Proportionate Share ¹		As Identified in the Approved Grant Application		Estimated Additional Commitment ²	TOTAL COMMITMENT
	Percent	Cost	11/01/14 To 02/28/16	Previously Projected: Remaining		
County of Santa Barbara:						
Project Clean Water	57.2%	\$264,784	\$135,431	\$18,390	\$24,531	\$178,353
City of:						
Buellton	2.1%	\$9,721	\$18,095	\$4,400	\$901	\$23,396
Carpinteria	4.3%	\$19,905	\$24,179	\$4,540	\$1,844	\$30,563
Goleta	9.8%	\$45,365	\$50,166	\$24,530	\$4,203	\$78,899
Guadalupe	1.6%	\$7,407	\$0	\$0	\$686	\$686
Lompoc	18.1%	\$83,786	\$49,821	\$0	\$7,762	\$57,583
Solvang	2.4%	\$11,109	\$45,225	\$4,520	\$1,029	\$50,774
Water District:						
Carpinteria Valley	1.5%	\$6,944	\$16,057	\$24,669	\$643	\$41,369
Montecito	1.5%	\$6,944			\$643	\$643
UCSB	1.5%	\$6,944			\$643	\$643
TOTAL	100%	\$462,909	\$338,975	\$81,049	\$42,885	\$462,909

¹ Proportionate share based on population served, with the exception of the Water Districts and UCSB, which were assigned a minimal percentage based on the inclusion of their customers within the Cities and County.

² Additional commitment requested is calculated as the proportionate share of the required match remaining after subtraction of the eligible contributions identified in the grant application. As a result of the expected qualifying previous expenditures, the Cities of Buellton, Carpinteria, Goleta, and Solvang, and the Carpinteria Water District will contribute more than their calculated share based on population served.