



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Gerald Comati, Project Manager

**SUBJECT:** Disaster Debris Management Plan Memorandum of Understanding with County of Santa Barbara

**RECOMMENDATION:**

Approve and authorize the City Manager to execute a Memorandum of Understanding with the County of Santa Barbara to participate in the cost of the development of a Disaster Debris Management Plan.

**BACKGROUND:**

In 2018 the City of Goleta, along with the cities of Carpinteria, Santa Barbara, Buellton and Solvang, agreed to collaborate with the County of Santa Barbara in the development of a south coast Disaster Debris Management Plan (DDMP). To this end, between February and July 2019, Staff has participated in a consultant selection process that has resulted in the County of Santa Barbara awarding a contract to Ecology and Environment, Inc. to develop the DDMP. The total cost of the consultant contract is \$93,400.

**DISCUSSION:**

In order to fund the DDMP development effort by Ecology and Environment, Inc. the County has prepared a Memorandum of Understanding (MOU) between the County and the participating partner agencies. The MOU commits each partnering jurisdiction to a cost share based on population. Goleta's share of the \$93,400 consultant cost is \$10,274. The table below breaks down the cost sharing for all participating jurisdictions.

Jurisdiction	Population	Percentage of Total	Share of Cost
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 Unincorporated Areas	137,398	47%	\$43,898
<b>Totals</b>	<b>288,920</b>	<b>100%</b>	<b>\$93,400</b>

The scope of the effort required to develop the DDMP includes the following activities:

**1. Stakeholder Engagement**

- a. Project Kick off and site visit
- b. DDMP review workshop
- c. Targeted interviews of participating jurisdictions and other involved entities

**2. Plan Development**

- a. Data gathering and review of existing documents
- b. Development of debris volume estimates
- c. Development of Draft DDMP
- d. Plan review and finalization

**3. Debris management tabletop exercise**

The attached MOU includes a detailed scope and schedule for DDMP preparation. The DDMP is scheduled to be finalized by November 2019.

**ALTERNATIVES:**

The Council may elect not to approve the MOU which could limit the ability for the County to complete a comprehensive DDMP, which in turn would affect the ability of the region to be prepared for a natural disaster.

**FISCAL IMPACTS:**

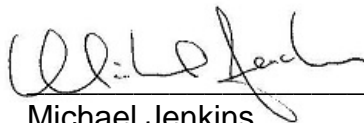
The City's share of the DDMP (\$10,274) is funded through the Solid Waste and Environmental Program Account 211-5-5900-500 for professional services. No additional budget appropriation is necessary. The County of Santa Barbara will be administering the contract with Ecology and Environment. In the event that any additional tasks are identified that would increase the project costs, the County will obtain approval from each participating city prior to the County of Santa Barbara authorizing such work and additional funds. The additional amounts will be funded according to the percentages shown in the table above.

**Reviewed By:**



Kristine Schmidt  
Deputy City Manager

**Legal Review By:**



Michael Jenkins  
City Attorney

**Approved By:**



Michelle Greene  
City Manager

**ATTACHMENTS:**

- 1. Memorandum of Understanding (MOU) - Development of Regional Disaster Debris Management Plan

## **ATTACHMENT 1**

### **Memorandum of Understanding (MOU) - Development of Regional Disaster Debris Management Plan**



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
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County Unincorporated 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

**COUNTY OF SANTA BARBARA:**

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

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

**APPROVED AS TO ACCOUNTING  
FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

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



SIGNATURE OF PARTNER CITY OF GOLETA

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

NAME: Michelle Greene, City Manager

AGENCY/ORGANIZATION: City of Goleta

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

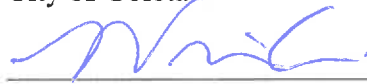
**APPROVED AS TO FORM:**

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

NAME: Winnie Cai, Deputy City Attorney

AGENCY/ORGANIZATION: City of Goleta

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



**Exhibit A**  
**Ecology and**  
**Environment, Inc.**  
**Scope of Services and Schedule for Development of Disaster Debris**  
**Management Plan**

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**Task 1: Project Coordination (ongoing)**

- 1.1 Preliminary conference call with County's contract management team to discuss the 1<sup>st</sup> draft of Scope of Work, timeline (including deliverables), and communication strategies.
- 1.2 Establishment of SharePoint website to share draft Disaster Debris Management Plans and other documents.
- 1.3 Discuss and decide on plan stakeholders.
- 1.4 Bi-weekly conference calls between E & E project management team and County project management team.
- 1.5 Development of a data request form to be completed by project stakeholders.
- 1.6 Development of Project Management Plan.

**Task 2: Stakeholder Engagement (July 2019 -- August 2019)**

- 2.1 Project Kickoff Workshop and Site Visit (2-day Visit Facilitated by E & E)
  - Introduce project team
  - Present and confirm project timeline and deliverables
  - Review preliminary data and identify data needs
  - Discuss region's existing debris operations
  - Facilitation of jurisdiction-specific site visits/workshops
- 2.2 Plan Review Workshop and Site Visit (2-day Visit Facilitated by E & E)
  - Invite stakeholders for Region's existing debris operations to provide input on draft Disaster Debris Management Plan (DDMP), to address questions, and to identify data gaps and review strategies.
    - a) County of Santa Barbara Public Works Department
      - i. Resource Recovery & Waste Management Division
      - ii. Water Resources Division
      - iii. Transportation Division
    - b) County of Santa Barbara Office of Emergency Management
    - c) City of Buellton Public Works Department
    - d) City of Carpinteria Public Works Department
    - e) City of Goleta Public Works Department
    - f) City of Santa Barbara Public Works Department
  - Identify Temporary Debris Management Sites (TDMSs)

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- Address public information needs
- Discuss resource capacities and gaps
- Facilitation of jurisdiction-specific site visits/workshops

2.3 Targeted Interviews (12 30-Minute Interviews)

- Invite stakeholders who were unable to attend workshop or whose input is important for plan development. Targeted interviews may be conducted with the following and others based on project needs:
  - a) County of Santa Barbara Planning and Development Department
  - b) County of Santa Barbara Public Health Department, Environmental Health Services Division
  - c) Office of County Counsel
  - d) Santa Barbara Fire Department
  - e) Santa Barbara Police Department
  - f) Santa Barbara County Fire Department
  - g) Santa Barbara County Sheriff's Office
  - h) California Office of Emergency Services
  - i) California Department of Forestry and Fire Protection (CAL FIRE)
  - j) California Department of Resources Recycling & Recovery (CalRecycle)
  - k) U. S. Federal Emergency Management Agency, Region 9 (FEMA)
  - l) U.S. Army Corps of Engineers

**Task 3: Plan Development (July 2019 – October 2019)**

3.1 Data Gathering and Review of Existing Documents

- Review existing plans and data from participating jurisdictions such as:
  - a) Emergency Management/Operations Plans
  - b) 2016 Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan
  - c) Santa Barbara County Flood Control & Water Conservation District Debris Management Plan (County of Santa Barbara Public Works Department, Water Resources Division)
  - d) Mutual Aid Agreements among law enforcement and fire agencies
- Review Santa Barbara County Code of Ordinances (Planning and Development Department)
  - a) Building Code (Chapter 10)
  - b) Grading Code (Chapter 14)
  - c) Land Use and Development Code (Chapter 35)
- Review of Planning and Development Codes of participating jurisdictions

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3.2 Debris Volume Estimates

- Use U.S. Federal Emergency Management Agency's (FEMA) Hazards United States Multi- Hazard (HAZUS-MH) software to establish baseline debris volume estimates for the following hazards: earthquake scenario and flooding (100-year and 500-year event)
- Develop methodology and analysis to determine debris volume estimates for wildfire.

3.3 Development of Draft Disaster Debris Management Plan (DDMP)

- Components of draft DDMP (as outlined in Ecology and Environment's Proposal, Table 1)
- Additional components to be included in DDMP
  - A. Private Property Debris Removal
    - a) State Regulations for Private Property Debris Removal
    - b) Federal Regulations for Private Property Debris Removal
  - B. Temporary Debris Management Sites (TDMS's)
    - a) Existing Infrastructure
      - i. Emergency Waiver of Existing Facilities
    - b) Temporary Debris Management Site Selection Guidelines
      - ii. Operation of a TDMS
      - iii. TDMS Preparation
      - iv. Debris Management Site Baseline Checklist
      - v. Site Operations
    - c) Debris Reduction Methods
      - i. Volume Reduction by Grinding and Chipping
      - ii. Volume Reduction by Recycling
    - d) TDMS Closeout Procedures
      - i. Environmental Restoration and Site Remediation
      - ii. Summary
  - C. Documentation and Recordkeeping
    - a) Force Account Labor and Equipment
    - b) Debris Collection
    - c) Debris Monitoring
    - d) Collection Contracts
    - e) Temporary Debris Management Sites
    - f) Administrative Overhead
  - D. Changes to codes of participating jurisdictions and County of

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Santa Barbara as applicable to:

- a) Obtain grading/land use permits to store disaster debris on private properties
  - b) Establish temporary debris management sites (TDMSs) and
  - c) Develop permanent facilities for the acceptance of disaster debris.
- E. A prohibition on the disposal of disaster debris at the Tajiguas Landfill must be adopted, unless the California Department of Resources Recycling and Recovery (CalRecycle) approves an expansion of the Tajiguas Landfill at a 1:1 ratio. (This prohibition is necessary due to the financial requirements of the public bonding for the Resource Center at the Tajiguas Landfill.)
- F. Definition of disaster debris that identifies the types that the plan encompasses.

3.4 Plan Review and Finalization

- Based on the results of the Plan Review Workshop, a final draft DDMP will be developed and submitted two weeks after the workshop to the County and participating jurisdictions for their final review and comments.
- The final plan will be developed and submitted two weeks after facilitation of the Tabletop Exercise identified in Task 4.

**Task 4: Debris Management Tabletop Exercise (October 2019)**

- Facilitation of exercise planning meetings (to be held concurrently with workshops outlined in Task 2.
- Conduct an exercise for participating jurisdictions involving a scenario that will demonstrate how the DDMP could be implemented during a disaster event.
- During the exercise, the following activities will be conducted:
  - a) Review and confirm goals and objectives that were identified during previous workshops;
  - b) Facilitate a four-hour in-person exercise using tools and templates from the DDMP; and
  - c) Develop an after-action report that identifies corrective actions and changes for inclusion in the final DDMP.

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**Timeline for Development of a Santa Barbara County Disaster Debris**  
**Management Plan**

<b>Task</b>	<b>Issuance Date/Start Date</b>	<b>Due Date/End Date</b>
Review of Request for Expressions of Interest	October 9, 2018	October 16, 2018
Issuance of Request for Expressions of Interest (RFEI)	October 17, 2018	November 30, 2018
Review of Requests for Expressions of Interest	December 3, 2018	December 17, 2018
Issuance of Request for Proposals (RFP)	December 21, 2018	February 15, 2019
Review of Requests for Proposals	February 19, 2019	March 8, 2019
Interviews with Firms	March 18, 2019	April 15, 2019
Meeting with Selected Firm	April 16, 2019	April 29, 2019
Confirm Participation and Sharing of Costs by Cities	April 16, 2019	May 1, 2019
Development and Review of Draft Scope of Work and Schedule	April 16, 2019	May 9, 2019
Conference Call Among County, Cities, and Selected Firm	May 10, 2019	May 10, 2019
Development of Final Draft Scope of Work and Schedule	May 13, 2019	May 20, 2019
Approval of Contract (County Template) by Governing Bodies	May 21, 2019	July 2, 2019
Development of Disaster Debris Management Plan	July 2, 2019	September 13, 2019
Review of Draft Plan and Requested Revisions	September 13, 2019	September 30, 2019
Final Revisions to Plan	October 1, 2019	October 29, 2019

Memorandum of Understanding (MOU)  
Development of Regional Disaster Debris Management Plan

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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

**COUNTY OF SANTA BARBARA:**

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

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

**APPROVED AS TO ACCOUNTING  
FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

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

SIGNATURE OF PARTNER CITY OF GOLETA

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

NAME: Michelle Greene, City Manager

AGENCY/ORGANIZATION: City of Goleta

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

**APPROVED AS TO FORM:**

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

NAME: Winnie Cai, Deputy City Attorney

AGENCY/ORGANIZATION: City of Goleta

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