

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Santa Barbara County Association of Governments,**  
**the County of Santa Barbara**  
**and the City of Santa Barbara**

This Memorandum of Understanding (MOU 2019) is entered into by and between the Santa Barbara County Association of Governments (SBCAG), the County of Santa Barbara (COUNTY), and the City of Santa Barbara (CITY) herein referred to collectively as PARTIES.

WHEREAS, in January 2014, the SBCAG Board of Directors adopted a policy that required SBCAG staff to work closely with local agency staff to “Concurrently, simultaneously and on a parallel path [to the US 101 HOV Project Phase 4] work with the affected jurisdictions on the San Ysidro, Olive Mill and Cabrillo railroad bridge projects on design, planning and identification of needed funding”; and

WHEREAS, CITY desires to continue to lead effort to implement operational improvements at the intersection of Olive Mill Road/Coast Village Road/North Jameson and the US 101 northbound off-ramp and southbound on-ramp, herein called OLIVE MILL PROJECT; and

WHEREAS, COUNTY desires to continue to lead effort to implement operational improvements at these various intersections: 1) San Ysidro Road/North Jameson; 2) San Ysidro Road/US 101 northbound on- and off-ramps; and 3) San Ysidro Road/South Jameson/US 101 southbound off-ramp and, which are herein collectively called SAN YSIDRO PROJECT; and

WHEREAS, SBCAG, CITY and COUNTY, on June 7, 2017, entered into an initial Memorandum of Understanding (MOU 2017) to fund project development work for the OLIVE MILL PROJECT and the SAN YSIDRO PROJECT and collectively referred to herein as PROJECTS; and

WHEREAS, the California Department of Transportation (CALTRANS), in its 2017 Revised Environmental Impact Report (EIR) for the Highway 101: Carpinteria to Santa Barbara (101 PROJECT), identified mitigation to address traffic operational improvements for OLIVE MILL PROJECT and SAN YSIDRO PROJECT; and

WHEREAS, SBCAG has obligated funds from SAFETEA-LU federal earmark HP LUL-6090(048) with a maximum amount of \$899,900 and has made this funding (FEDERAL FUNDS) available for use for PROJECTS; and

WHEREAS, CITY and COUNTY have each documented additional work tasks (ADDITIONAL WORK) that will be required beyond those and the need for additional funding beyond previously described in Exhibit B, Scope of Work in MOU 2017; and

WHEREAS, ADDITIONAL WORK to achieve project approval and coastal permitting includes the effort to cover professional engineering and environmental services performed by consultants under direction of CITY and COUNTY and agency time and oversight performed directly by the CITY and COUNTY for PROJECTS; and

WHEREAS, the cost for the ADDITIONAL WORK has been estimated in the amount of \$473,000; and

WHEREAS, SBCAG has identified Regional Surface Transportation Funds (RSTP) funds as a source for ADDITIONAL WORK to complement existing FEDERAL FUNDS; and

WHEREAS, RSTP funding is a non-federal source of funding (NON FEDERAL FUNDS); and

WHEREAS, on September 19, 2019, the SBCAG board approved the use of \$473,000 in RSTP funds for the OLIVE MILL PROJECT and SAN YSIDRO PROJECT; and

WHEREAS, Exhibit B, Scope of Work contained in MOU 2017 is included and revised to add ADDITIONAL WORK and is now included in this MOU 2019 as Exhibit B, Scope of Work, and collectively called COMBINED WORK; and

WHEREAS, PARTIES agree to enter into this MOU 2019, to complete COMBINED WORK through a combination of FEDERAL FUNDS and NON-FEDERAL FUNDS; and

WHEREAS, the COMBINED WORK will be performed in accordance with CALTRANS' PEER process described in Appendix I of the CALTRANS Project Development Procedures Manual (PDPM).

NOW THEREFORE, in consideration of the mutual promises and undertakings therein made and the mutual benefits to be derived therefrom, the PARTIES hereto and hereby agree as follows:

#### **1. Project Study Area**

OLIVE MILL PROJECT: The Area of Study includes the intersection of Olive Mill/Coast Village Road/North Jameson, the US 101 Northbound off-ramp and US 101 Southbound on-ramp.

SAN YSIDRO PROJECT: The Area of Study includes the following intersections: 1) San Ysidro Road/North Jameson and the San Ysidro Road/US 101 northbound on and off ramps; 2) San Ysidro Road/South Jameson/US 101 southbound off-ramp.

#### **2. Term**

The term of this MOU shall commence as of the date of execution by all parties and shall extend through December 31, 2021.

#### **3. Scope of Services**

The CITY and COUNTY agree to provide the COMBINED WORK described in Exhibit B, "Scope of Services" as attached hereto and incorporated herein by reference.

#### **4. Roles and Responsibilities**

- A. CITY will lead and have full management control over the completion of COMBINED WORK for the OLIVE MILL PROJECT.
- B. COUNTY will lead and have full management control over the completion of COMBINED WORK for the SAN YSIDRO PROJECT.

- C. CITY will act as the CEQA lead agency for OLIVE MILL PROJECT.
- D. COUNTY will act as the CEQA lead agency SAN YSIDRO PROJECT.
- E. CALTRANS will be the NEPA lead agency for both the OLIVE MILL PROJECT and SAN YSIDRO PROJECT.
- F. CITY will continue to manage consultant work performed for OLIVE MILL PROJECT.
- G. COUNTY will continue to manage consultant work performed for SAN YSIDRO PROJECT.
- H. CITY and/or COUNTY will continue to convene regular meetings for OLIVE MILL PROJECT and SAN YSIDRO PROJECT that will include representatives from SBCAG, CALTRANS, consultants, and other parties deemed appropriate by CITY and COUNTY, and collectively referred to as Project Development Team (PDT).
- I. PARTIES agree to work collaboratively with other PDT members toward completion of COMBINED WORK related to PROJECTS due in part to the shared jurisdiction and/or interests.
- J. CITY and COUNTY reserve the right to pursue each of the two PROJECTS on independent schedules to avoid improvements at one location delaying improvements at the other location.
- K. PARTIES will collaborate to provide updates on PROJECTS as needed to CITY's Planning Commission, COUNTY'S Montecito Planning Commission and SBCAG's South Coast sub-regional committee.
- L. PARTIES will work collaboratively to secure additional funds for future phases of the PROJECTS.
- M. Any contracts CITY or COUNTY may award for work under this MOU will be advertised and awarded in accordance with the current published Local Assistance Procedures Manual.

## **5. Funding and Invoicing**

- A. SBCAG has obligated US 101 Operational Improvements federal earmark HPLUL-6090(048) funds (High Priority Earmark Funds from SAFETEA-LU federal transportation bill) for the purpose of funding COMBINED WORK identified in Exhibit B for PROJECTS.
- B. SBCAG will provide the required 20% local match earmark for federal earmark HPLUL-6090(048).
- C. SBCAG will administer the federal funding through CALTRANS Local Assistance and will submit invoices to CALTRANS on SBCAG letterhead that includes the address of SBCAG and formatted in accordance with the Local Assistance Procedures, as well as provide reports on the federal expenditures.

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- D. SBCAG will determine the eligibility of expenditures to submit for reimbursement pursuant to the original project description for the federal earmark. Eligible costs shall include effort by PARTIES to manage and administer PROJECTS, and fees for professional services to complete COMBINED WORK.
- E. SBCAG will make funds available on a reimbursement basis to CITY and COUNTY up to an amount not to exceed \$708,399, as described in Exhibit C, "Funding Split for Projects" as attached hereto and incorporated herein by reference, to complete COMBINED WORK on PROJECTS.
- F. The estimated share of the amount that CITY and COUNTY will each be reimbursed by SBCAG for various budget categories is defined in Exhibit C, "Funding Split for Projects". PARTIES agree that the amounts are fungible across PROJECTS and Budget Categories. The Public Works Director for CITY and the Public Works Director for COUNTY may at any time request jointly in writing to SBCAG's Executive Director that the respective shares be administratively adjusted to reflect cost changes on one or both of the PROJECTS or Budget Categories as shown in Exhibit C, "Funding Split for Projects".
- G. It is mutually agreed, that following a receipt of a joint letter from CITY and COUNTY, the requested adjustments to the shares for each of the PROJECTS and/or for any of the budget categories shall be incorporated into this MOU through an administrative amendment in accordance with Section 28. The total cost of this MOU 2019 shall not exceed the \$708,399.
- H. Should it be determined at any point in time that the not-to-exceed amount in Exhibit C is insufficient to fully fund the COMBINED WORK under this MOU 2019, CITY and COUNTY shall meet and confer with SBCAG to determine a course of action.
- I. CITY and COUNTY shall submit invoices for reimbursement to SBCAG on a quarterly basis. Invoices shall be accompanied by a brief progress report of activities completed for that quarterly period. CITY and COUNTY must have a least one copy of supporting backup documentation for costs incurred and claimed for reimbursement. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs. CITY or COUNTY shall assure that any contractor or subcontractor is subject to this provision.
- J. SBCAG will provide reimbursement to CITY or COUNTY within 30 days of receipt of invoice. SBCAG shall reimburse CITY or COUNTY prior to seeking reimbursement from CALTRANS.
- K. PARTIES understand that a PEER process can be used only with select funding sources and a traditional CALTRANS project development process would need to be followed should certain state and federal funding sources be later programmed on these PROJECTS.

## 6. Other Parties of Interest

CALTRANS shall participate in the development of these PROJECTS as a member of the Project Development Teams.

## 7. Points of Contact & Notices

PARTIES shall establish a primary point of contact for administering the COMBINED WORK to be completed under this MOU 2019 for the PROJECTS. SBCAG, CITY or COUNTY may modify its point of contact by providing in writing the new individuals contact name and information to the PARTIES' point of contact.

Any notice or consent required or permitted to be given under this MOU 2019 shall be given to the primary point of contact in writing, by first-class mail, postage prepaid, or otherwise delivered or by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This section shall not be construed as meaning that PARTIES agree to service of process except as required by applicable law.

| Agency | Contact Individual and Information   |
|--------|--|
| CITY   | Laura Yanez<br>Supervising Civil Engineer<br>630 Garden Street<br>Santa Barbara, CA 93101<br><a href="mailto:Lyanez@SantaBarbaraCA.gov">Lyanez@SantaBarbaraCA.gov</a>    |
| COUNTY | Walter Rubalcava<br>Engineering Manager<br>123 East Anapamu<br>Santa Barbara, CA 93101<br><a href="mailto:wrubalc@cosbpw.net">wrubalc@cosbpw.net</a>                     |
| SBCAG  | Fred Luna<br>Principal Transportation Engineer<br>260 North San Antonio Road, Suite B<br>Santa Barbara, CA 93110<br><a href="mailto:fluna@sbcag.org">fluna@sbcag.org</a> |

## 8. Issue Resolution

It is the intent of PARTIES to resolve issues that may arise during the completion of this phase of the PROJECTS at the lowest level possible. However, it is agreed that certain issues may need to be elevated to obtain a resolution. Below is a tiered description of how issues shall be resolved by PARTIES.

**Level 1 – Project Development Team (PDT).** The PDT shall be charged with the responsibility for resolving issues that arise during the development of the PROJECTS when consensus cannot be reached. Issues regarding scope, cost or schedule that do not demand action for additional budget authority shall be attempted to be resolved by the PDT. The PDT will review the project issue, develop and discuss options for resolution and reach consensus on an approach. If consensus cannot be reached, the PDT will agree to elevate the issue to Level 2.

**Level 2 – Management.** The PDT will convene a meeting of Level 2 - Management when an issue cannot be resolved by the PDT in Level 1. Level 2 Management members will include the Deputy Executive Director for SBCAG, the Deputy Director for Transportation for COUNTY, and Public Works Director for CITY.

**Level 3 – Executive Management.** Any issue not being able to be resolved at Level 2, will be submitted for consideration at a meeting to be held by Level 3 - Executive Management members from PARTIES. Level 3 Executive Management members will include the Executive Director for SBCAG, the Public Works Director for COUNTY, and City Administrator for CITY.

## **9. Indemnification and Non-Partnership**

PARTIES agree to the provisions outlined in Exhibit A as attached hereto and incorporated herein by reference.

## **10. Amendments**

In conjunction with the matters considered herein, this MOU 2019 contains the entire understanding and MOU 2019 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 MOU 2019 may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU 2019 and by no other means. Each PARTY waives their future right to claim, contest or assert that this MOU 2019 was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **11. Debarment and Suspension**

CITY and COUNTY certify to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CITY and COUNTY certify that it shall not contract with a contractor to complete COMBINED WORK that is so debarred or suspended.

## **12. Conflict of Interest**

The PARTIES covenant that they presently have 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 MOU 2019. CITY and COUNTY agree to promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG in writing.

## **13. Records, Audit and Review**

The PARTIES shall keep such business records pursuant to this MOU 2019 as would be kept by a reasonably prudent practitioner of its profession and shall maintain such records for at least four (4) years following the termination of this MOU 2019. All accounting records shall be kept in accordance with generally accepted accounting practices. The PARTIES shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. In addition, if this MOU 2019 exceeds ten thousand dollars

(\$10,000.00) the PARTIES shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the MOU 2019 (Cal. Govt. Code Section 8546.7). The PARTIES shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this MOU 2019, CITY or COUNTY shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, the CITY and/or COUNTY shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

#### 14. Nondiscrimination

The PARTIES shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this MOU 2019, the PARTIES, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** The PARTIES shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this MOU 2019.
- B. **Nondiscrimination.** The PARTIES or contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The PARTIES shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY and/or COUNTY to carry out these requirements is a material breach of this MOU 2019, which may result in the termination of this MOU 2019 or such other remedy as recipient deems appropriate. CITY and/or COUNTY, with regard to the work performed by it during the MOU 2019, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The PARTIES shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Contractors including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CITY and/or COUNTY for COMBINED WORK to be performed under this MOU 2019, including procurement of materials or leases of equipment, each potential contractor or supplier shall be notified by CITY or COUNTY of the obligations under this MOU 2019, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CITY and COUNTY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CITY or COUNTY is in the

exclusive possession of another who fails or refuses to furnish this information, CITY or COUNTY shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.'

- E. **Sanctions for Noncompliance.** In the event of noncompliance with the nondiscrimination provisions of this MOU 2019, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments under this MOU 2019 until CITY and/or COUNTY complies, and/or
  2. Cancellation, termination or suspension of the MOU 2019 in whole or in part.

## 15. Termination

- A. **For Convenience.** Any PARTY may terminate this MOU 2019 in whole or in part upon thirty (30) days written notice.
- B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this MOU 2019, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU 2019, then SBCAG will notify CITY and/or COUNTY of such occurrence and SBCAG may terminate or suspend this MOU 2019 in whole or in part, with or without a prior notice period. Subsequent to termination of this MOU 2019 under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
- C. **For Cause.** Should CITY and/or COUNTY default in the performance of this MOU 2019 or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this MOU 2019 in whole or in part by written notice. Upon receipt of notice, CITY and/or COUNTY shall immediately discontinue all COMBINED WORK affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The date of termination shall be the date the notice is received by CITY or COUNTY, unless the notice directs otherwise.

Upon termination, the CITY and/or COUNTY shall deliver to SBCAG all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CITY or COUNTY in performing this MOU 2019, whether completed or in process, except such items as SBCAG may, by written permission, permit CITY or COUNTY to retain. Notwithstanding any other payment provision of this MOU 2019, SBCAG shall pay CITY or COUNTY for satisfactory COMBINED WORK performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CITY or COUNTY be paid an amount in excess of the full price under this MOU 2019. CITY or COUNTY shall furnish to SBCAG such financial information as in the judgment of SBCAG is necessary to determine the reasonable value of the COMBINED WORK rendered. In the event of a dispute as to the reasonable value of the COMBINED WORK rendered, the decision of SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.



## **16. 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.

## **17. 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 MOU 2019 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **18. Remedies Not Exclusive**

No remedy herein conferred upon or reserved 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.

## **19. No Waiver of Default**

No delay or omission of any of the PARTIES 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 MOU 2019 shall be exercised from time to time and as often as may be deemed expedient.

## **20. Successors and Assigns**

All representations, covenants and warranties set forth in this MOU 2019, 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.

## **21. Compliance with Law**

The PARTIES shall, at their sole cost and expense, comply with all SBCAG, Local, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU 2019. Applicable federal and state laws include but are not limited to Title 2, Code of Federal Regulations (CFR), Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code sections 10300 through 10334, and Public Contract Code sections 10335 through 10381.

## **22. California Law and Jurisdiction**

This MOU 2019 shall be governed by the laws of the State of California. Any litigation regarding this MOU 2019 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.

### **23. Execution of MOU**

This MOU 2019 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.

### **24. Authority**

All signatories and PARTIES to this MOU 2019 warrant and represent that they have the power and authority to enter into this MOU 2019 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 MOU 2019 have been fully complied with.

### **25. Survival**

All provisions of this MOU 2019 which by their nature are intended to survive the termination or expiration of this MOU 2019 shall survive such termination or expiration.

### **26. Precedence**

In the event of conflict between the provisions contained in the numbered sections of this MOU 2019 and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

### **27. Suspension for Convenience**

SBCAG may, without cause, order CITY and/or COUNTY in writing to suspend, delay, or interrupt the services under this MOU 2019 in whole or in part for up to 30 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this MOU 2019.

### **28. Administrative Amendments**

The SBCAG Executive Director, or designee, is authorized to make immaterial amendments to the MOU 2019 such as updating the Designated Representative, updating addresses for notices, or other clerical error corrections which will not result in a material change to the MOU 2019, Statement of Work, or total contract amount, in accordance with Section 10 and upon review and concurrence by legal counsel.

### **29. Mandatory Disclosure**

CITY and COUNTY must disclose, in a timely manner, in writing to SBCAG all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CITY and COUNTY are 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.)

### 30. Federal Funds

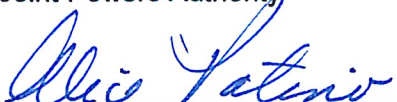
CITY and COUNTY are subrecipients of federal funding under this MOU. Therefore, the PARTIES agree to comply with the applicable provisions set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at Title 2, Code of Federal Regulations (CFR), Part 200, which are incorporated here by reference.

CITY and COUNTY agree to follow federal procurement standards under 2 CFR sections 200.317 through 200.326. CITY and COUNTY agree to include applicable federal provisions, per 2 CFR section 200.326, in any Contract that may be awarded for COMBINED WORK under this MOU. CITY and COUNTY will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual project cost items.

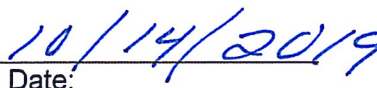
This Memorandum of Understanding is entered into in Santa Barbara County by and between SBCAG, the City of Santa Barbara, and the County of Santa Barbara, and shall be effective when fully executed by the PARTIES.



**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
A Joint Powers Authority

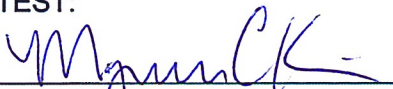


Alice Patino  
Chair, SBCAG Board of Directors




Date:

ATTEST:



Marjie Kirn  
Executive Director  
Clerk of the Board

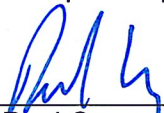
APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

  
Deputy County Counsel

This Memorandum of Understanding is entered into in Santa Barbara County by and between SBCAG, the City of Santa Barbara, and the County of Santa Barbara, and shall be effective when fully executed by the PARTIES.



**CITY OF SANTA BARBARA**  
A Municipal Corporation

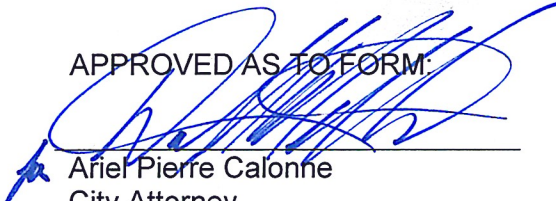
  
\_\_\_\_\_  
Mr. Paul Casey  
City Administrator

Oct. 30, 2019  
Date:

ATTEST:

  
\_\_\_\_\_  
Sara Gorman  
City Clerk Services Manager

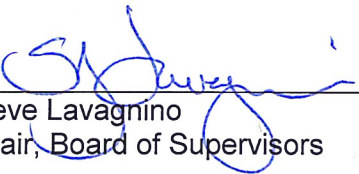
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Afiel Pierre Calonne  
City Attorney

This Memorandum of Understanding is entered into in Santa Barbara County by and between SBCAG, the City of Santa Barbara, and the County of Santa Barbara, and shall be effective when fully executed by the PARTIES.



**COUNTY OF SANTA BARBARA**

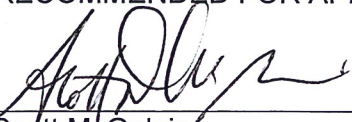
  
\_\_\_\_\_  
Steve Lavagnino  
Chair, Board of Supervisors

11-5-19  
\_\_\_\_\_  
Date:


ATTEST:  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

  
\_\_\_\_\_  
Shilo deGuerra  
Deputy Clerk

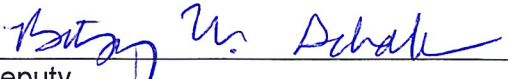
RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Scott McGolpin  
Director of Public Works

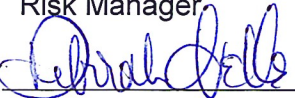
APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

  
\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
Betsy M. Schaffer, CPA  
Auditor-Controller

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Ray Aromatorio  
Risk Manager

  
\_\_\_\_\_

## EXHIBIT A

### MUTUAL INDEMNIFICATION

CITY shall defend, indemnify and save harmless the SBCAG and COUNTY, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CITY or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either the SBCAG, COUNTY, or both.

CITY shall notify the SBCAG and COUNTY immediately in the event of any accident or injury arising out of or in connection with this MOU.

COUNTY shall defend, indemnify and save harmless the SBCAG and CITY, THEIR officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the COUNTY or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either the SBCAG, CITY, or both.

COUNTY shall notify the SBCAG and CITY immediately in the event of any accident or injury arising out of or in connection with this MOU.

SBCAG shall defend, indemnify and save harmless the CITY and COUNTY, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SBCAG or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either the CITY, COUNTY, or both.

SBCAG shall notify the CITY and COUNTY immediately in the event of any accident or injury arising out of or in connection with this MOU.

### NON-PARTNERSHIP

This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth here.

**EXHIBIT B**  
**Scope of Services for**  
**COMBINED WORK**

CITY and COUNTY will complete the tasks identified in the table below which has been defined for the purposes of this MOU 2019 as COMBINED WORK for the PROJECTS.

| <b>COMBINED WORK</b>                                | <b>OLIVE MILL</b> | <b>SAN YSIDRO</b> |
|---|-------------------|-------------------|
| Data Gathering                                      | X                 | X                 |
| Field Surveys *                                     | X                 | X                 |
| Project Description and Purpose and Need Statement  |                   |                   |
| - Maps  | X                 | X                 |
| - Charts  | X                 | X                 |
| - Tables  | X                 | X                 |
| Environmental Scoping *                             |                   |                   |
| - Preliminary Environmental Study (PES)             | X                 | X                 |
| - Field Review                                      | X                 | X                 |
| - Area of Potential Effect (APE) Map                | X                 | X                 |
| Traffic Analysis                                    |                   |                   |
| - Collision Analysis                                | X                 | X                 |
| - Step 2 Intersection Control Evaluation (ICE)      | X                 | X                 |
| Preliminary Engineering and Design *                |                   |                   |
| - Fastest Path Diagrams                             | X                 | X                 |
| - Line of Sight Diagrams                            | X                 | X                 |
| - Truck Turning Templates                           | X                 | X                 |
| - Preliminary Dimensioning of Roundabouts           | X                 | X                 |
| - Screening of Alternatives                         | X                 | X                 |
| - Determination of Build Alt's                      | X                 | X                 |
| - Preliminary Geometrics and GAD Approval           | X                 | X                 |
| - Drainage Concept Study                            | X                 | X                 |
| - Determination of Non-Standard Features            | X                 | X                 |
| Other Support Tasks                                 |                   |                   |
| - Preliminary Right of Way Mapping                  | X                 | X                 |
| - Access Control Requirements                       | X                 | X                 |
| - Utility Conflict Data and Relocation Coordination | X                 | X                 |
| - Draft / Final RW Data Sheet                       | X                 | X                 |
| - Materials and Geotechnical (if necessary)         | X                 | X                 |
| - Project Schedule                                  | X                 | X                 |
| - Risk Register                                     | X                 | X                 |
| Cost and Funding                                    |                   |                   |
| - Capital Cost Estimates                            | X                 | X                 |
| - Project Support Estimates                         | X                 | X                 |
| Draft and Final Environmental Document              | X                 | X                 |
| Coastal Permitting and Project Approval *           | X                 | X                 |
| Agency Support and Public Information Support *     | X                 | X                 |
| Permit Engineering and Evaluation Report            | X                 | X                 |

\*Additional Work Required for these Tasks



**EXHIBIT C**  
**Funding Split for PROJECTS**

| <b>BUDGET<br/>CATEGORY</b> | <b>Remaining<br/>Budget<sup>1</sup></b> | <b>New<br/>Budget</b> | <b>Total</b>     |
|----------------------------|---|-----------------------|------------------|
| OLIVE MILL PROJECT         | \$100,342                               | \$263,000             | \$363,342        |
| SAN YSIDRO PROJECT         | \$135,057                               | \$210,000             | \$345,057        |
| <b>TOTAL PROJECTS</b>      | <b>\$235,399</b>                        | <b>\$473,000</b>      | <b>\$708,399</b> |

<sup>1</sup> Remaining Budget is that which is left over from 2017 MOU from Federal Earmark funds available for both OLIVE MILL PROJECT and SAN YSIDRO PROJECT.