

MEMORANDUM OF UNDERSTANDING
between
Santa Barbara County Association of Governments,
and the
County of Santa Barbara
for the
Sheffield Drive to Ortega Hill Pedestrian and Bicycle Connector

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

WHEREAS, in June 2023, SBCAG and the California Department of Transportation (CALTRANS) were awarded funding for several projects including the Sheffield Drive to Ortega Hill Pedestrian and Bicycle Connector (PROJECT) by the California Transportation Commission (CTC). The award of funding was based on applications that had been submitted identifying SBCAG and CALTRANS as sponsors and COUNTY as the implementing agency.

WHEREAS, the award of funding from the CTC Cycle 3 for PROJECT, among several other projects funded, would come from the Senate Bill 1 funds from the Solutions for Congested Corridors Program (SCCP).

WHEREAS, one of the requirements for receiving SCCP funds is to have applicants, sponsors and implementing agencies named in the application by SBCAG and CALTRANS, execute a baseline agreement (SB 1 BASELINE AGREEMENT) with the CTC.

WHEREAS, COUNTY was named the implementing agency for PROJECT and consequently is required to enter SB1 BASELINE AGREEMENT, along with SBCAG and CALTRANS.

WHEREAS, under the SB 1 BASELINE AGREEMENT, SBCAG is to receive SCCP funds for PROJECT, and COUNTY as the implementing agency would be responsible for completing the PROJECT.

WHEREAS, SBCAG and COUNTY have agreed to enter into a Memorandum of Understanding (MOU) to document funding and implementation efforts for PROJECT and ensure that all phases of the PROJECT, including the Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimates (PS&E), and Construction (CON) phases are completed.

WHEREAS, this MOU represents the desire of PARTIES to define roles, responsibilities and deliverables related to the PROJECT noted above.

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. Description of PROJECT

The project will complete a gap closure in the California Coastal Trail (CCT) and Pacific Bike Route (PBR) in Summerland/Montecito to improve accessibility and safety as identified in Exhibit B as attached hereto and incorporated herein by this reference. The existing bicycle and pedestrian facilities along North Jameson Lane in Montecito will be connected to an existing Class 1 facility over Ortega Hill into the community of Summerland through

construction of an approximately 500' multi-purpose path connection.

3. Need and Support

The following actions define the Need and Support for the PROJECT:

- A. It has long been a goal of SBCAG and CALTRANS, to complete gaps in the California CCT in the Highway 101 Corridor, and the PROJECT is identified as one of those gaps.
- B. During the construction of the adjacent Highway 101 work at the Sheffield Interchange and along the existing Ortega Hill Bikeway, the COUNTY identified the need to improve the connection for safety benefits to bicyclists and pedestrians.
- C. SBCAG and COUNTY have an SB 1 BASELINE AGREEMENT with the CTC to deliver PROJECT with funding provided in part from the SCCP program.

4. Term

The term of this MOU shall commence as of the date of execution by PARTIES and shall extend through December 31, 2027, unless otherwise modified or earlier terminated.

5. Scope of Services and Roles and Responsibilities

PARTIES agree to the roles and responsibilities outlined in Exhibit C "Scope of Services ("WORK")" as attached hereto and incorporated by this reference, and herein referred to as WORK.

6. Funding and Invoicing

PARTIES agree to the funding identified in Exhibit D, as attached hereto and incorporated herein by reference. The PARTIES agree:

- A. SBCAG will contribute \$1,000,000 in SCCP funding for the Construction phase.
- B. SBCAG will contribute \$160,000 in Regional Surface Transportation Program (RSTP) funding for the Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimates (PS&E) phases.
- C. SBCAG will not bill any labor for its own staff costs attributable to the PROJECT.
- D. COUNTY shall submit invoices for reimbursement to SBCAG quarterly for WORK performed and/or led by COUNTY. Invoices shall contain sufficient detail to enable an audit of the charges and be accompanied by backup documentation regarding quarterly PROJECT WORK.
- E. SBCAG will provide reimbursement to COUNTY within 30 days of receipt of a correct and complete invoice as described above for all eligible costs. SBCAG shall reimburse COUNTY prior to seeking reimbursement from CALTRANS.
- F. SBCAG will evaluate and determine the eligibility of PROJECT expenditures that will be submitted for reimbursement. Eligibility will be pursuant to the original descriptions contained in the application for PROJECT and the Project Programming Request (PPR) that was submitted with the SB 1 BASELINE AGREEMENT, as attached hereto as Exhibits E and F and incorporated by this reference. If CALTRANS rejects reimbursements COUNTY agrees to properly return such funds to SBCAG.
- G. If at any time it is determined that the cost to complete the PROJECT is anticipated to exceed the total funding shown in Exhibit D, SBCAG and COUNTY shall meet and confer to determine a course of action and may amend the MOU in accordance with the amendment provisions of this MOU.

7. Schedule

- A. COUNTY will lead reporting requirements for PROJECT through online tool called CalSmart and coordinate with SBCAG on progress of deliverables, expenditures, and corrective actions if necessary.
- B. PARTIES agree to work together to complete WORK within the timeframe in COUNTY'S construction contract with CONTRACTOR. COUNTY will continue to coordinate on milestones in Exhibit E with SBCAG in order for COUNTY to report on progress to meet SCCP FUNDING requirements.

8. Other Parties of Interest

COUNTY will coordinate internally among its various departments that may be involved in this PROJECT. CALTRANS will be involved as a primary co-sponsor of SB1 funding and due to the proximity of other construction work going on in the area. Furthermore, CALTRANS and the COUNTY will need to coordinate on the development and approval of an encroachment permit to build the PROJECT and the ultimate transfer of any rights of way needed for PROJECT.

9. Designated Representatives & Notices

PARTIES shall establish a Designated Representative for administering the work to be completed under this MOU for the PROJECTS. Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, to the Designated Representative. Those representatives are shown below:

Agency	Contact Individual and Information
COUNTY	Chris Sneddon County of Santa Barbara Deputy Director 123 East Anapamu Santa Barbara, CA 93101 csneddo@countyofsb.org
SBCAG	Fred Luna SBCAG Director of Project Delivery and Construction 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 fluna@sbcag.org

SBCAG or COUNTY may modify its Designated Representative by providing in writing the new individual's contact name and information to the other PARTY'S Designated Representative. The PARTIES may also provide notice at such other address or to such other person that the PARTIES may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either PARTY agrees to service of process except as required by applicable law.

10. Issue Resolution

It is the intent of PARTIES to resolve issues that may arise during the completion of WORK under this MOU 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. COUNTY and SBCAG agree to meet during the course of the PROJECT construction to discuss progress and issues as a Project Development Team (PDT). Members of the PDT include SBCAG and COUNTY.

Level 1 - PDT. The PDT shall be charged with the responsibility for resolving issues that arise during the performance of WORK 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 Director of Project Delivery and Construction for SBCAG and the Public Works Department Transportation Engineering Manager or Deputy Director of Transportation for COUNTY.

Level 3 - Executive Management. Any issue not 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 and the Public Works Director for COUNTY.

11. Indemnification and Non-Partnership

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

12. Entire MOU and Amendments

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the PARTIES and there have been no promises, representations, agreements, warranties or undertakings by any of the PARTIES, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this MOU and by no other means. Each PARTY waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

13. Termination

This MOU may be terminated by either PARTY for convenience or otherwise upon thirty (30) days of written notification to the other.

14. California Law and Jurisdiction

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

15. Compliance with Law

Each PARTY shall, at its sole cost and expense, comply with all SBCAG, Local, State, and Federal ordinances, statutes, regulations, and Presidential or Executive Orders now in force or which may hereafter be in force with regard to this MOU.

16. Execution of Counterparts

This MOU 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.

17. Authority

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

18. Precedence

In the event of conflict between the provisions contained in other Agreements in existence as of the effective date of this MOUs between the PARTIES, the provisions contained herein control with respect to the PROJECT.

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

19. Debarment and Suspension

Each PARTY certifies to the other PARTY 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. Each PARTY also certifies to each other that it shall not contract with a consultant, contractor, or subcontractor that is so debarred or suspended.

20. No Publicity or Endorsement

Neither PARTY shall use the other PARTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials, unless otherwise required. Neither PARTY will use each other's name or logo in any manner that would give the appearance that the one is endorsing the other. Neither PARTY shall in any way contract on behalf of or in the name of the other PARTY. Neither PARTY shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other PARTY or its projects without obtaining the prior written approval of the other PARTY.

21. Property and Information

The PARTY providing property, documents, and information for use in connection with the services shall remain the property of that PARTY. Both PARTIES shall return any such items whenever requested by the other PARTY. Each PARTY may use such items only in connection with providing the services. Neither PARTY will disseminate any of the other PARTY's property, documents, or information without prior written consent.

22. Records, Audit, And Review

COUNTY shall keep and maintain business records pursuant to this MOU for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during COUNTY's regular business hours or upon reasonable notice. In addition, if this MOU exceeds ten thousand dollars (\$10,000.00) COUNTY 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 (Cal. Govt.

Code section 8546.7). COUNTY 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, 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, COUNTY shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

23. Nondiscrimination

COUNTY 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, the COUNTY, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** COUNTY 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.
- B. **Nondiscrimination.** The COUNTY and its consultant(s), contractor(s), or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the COUNTY to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy as SBCAG deems appropriate. COUNTY, with regard to the WORK performed by it during the MOU, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of consultants, contractors, or subcontractors, including procurement of materials and leases of equipment. COUNTY 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 consultant, contractor, or subcontractor including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by COUNTY for WORK to be performed, including procurement of materials or leases of equipment, each potential consultant, contractor, or subcontractor shall be notified by COUNTY of COUNTY's obligations under this MOU, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. **Information and Reports.** 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 a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, 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 COUNTY's noncompliance with the nondiscrimination provisions of this MOU, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to COUNTY under this MOU until COUNTY complies, and/or
 - ii. Cancellation, termination or suspension of the MOU in whole or in part.

24. Consultants, Contractors, or Subcontractors

COUNTY is authorized to retain consultants, contractor, and/or subcontractors to perform WORK under this MOU. COUNTY shall be fully responsible for all WORK performed by its consultants, contractor, and/or subcontractors. COUNTY shall secure from its consultants, contractor, and/or subcontractors all rights for SBCAG in this MOU, including audit rights. All contractors shall be subject to Title 2, Code of Federal Regulations, Part 200 procurement provisions, if federal funds are authorized for use. In awarding contracts, as may be applicable, COUNTY will comply with the California Public Contract Code, California Prevailing Wage, and Labor Code requirements.

25. Survival

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

26. 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 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. Remedies Not Exclusive

No remedy herein conferred upon or reserved to either PARTY 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.

28. Exemption

Each PARTY's obligations under this MOU are subject to the appropriation of resources by the State Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC), and each PARTY's governing body.

29. 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. COUNTY agrees 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.

30. 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.

31. 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 shall be exercised from time to time and as often as may be deemed expedient.

32. Successors and Assigns

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

33. Administrative Amendments

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

[This area left intentionally blank. Signatures on the following pages.]

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



SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
A Joint Powers Authority

Jenelle Osborne
Char, SBCAG Board of Directors

Date

ATTEST:

Marjie Kirn
Executive Director
Clerk of the Board

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

Deputy County Counsel

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



COUNTY OF SANTA BARBARA

Das Williams
Chair, Board of Supervisors

Date: _____

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
RECOMMENDED FOR APPROVAL

Scott McGolpin
Director of Public Works

Approved as to Form:
Rachel Van Mullem
County Counsel

DocuSigned by:

5DB10F553E3444E

By: Deputy County Counsel

Approved as to Form:
Gregory Milligan
Risk Manager

DocuSigned by:

DC240AC1E64247D

Approved as to Accounting Form:
Betsy Schaffer, CPA
Auditor-Controller

DocuSigned by:

A98E05BD71D04FB

By: _____
Deputy

EXHIBIT A

MUTUAL INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this 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.

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Exhibit B Map of PROJECT



Exhibit C Scope of Services (“WORK”)

PARTIES shall complete the tasks for the following PROJECT WORK as identified in the table below.

TASK	COUNTY	SBCAG
Environmental Phase	L	
Coastal Development Permit (if required)	L	
Preliminary Engineering and Design	L	
Detailed Design and Capital Cost Estimates	L	
Right of Way Support and Acquisition	L	
Permits and Mitigations	L	
Utility Relocations	L	
Fund Administration		L
Funding Reporting and Invoicing	L	S
Public Outreach	L	S
Construction Bidding	L	
Construction Administration	L	
Construction Closeout	L	
Project Closeout	L	S

LEGEND:

<u>Symbol</u>	<u>Description</u>
S	Shared responsibility among PARTIES
L	Lead Agency is the implementing agency responsible for completing all WORK.

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Exhibit D PROJECT Funding

PARTIES, in accordance with the provisions of this MOU, hereby agree that the funding table below represents the funding provided for the WORK, as defined in Section 5. COUNTY is responsible for completion of WORK in accordance with Exhibit C.

PROJECT Phase	PARTY Responsible for Implementing	PARTY Responsible for funding	Total Cost and Funding		
			SCCP	RSTP	Totals
PA&ED	COUNTY	SBCAG	\$0	\$40,000	\$40,000
PS&E	COUNTY	SBCAG	\$0	\$120,000	\$120,000
CON	COUNTY	SBCAG	\$1,000,000	\$0	\$1,000,000
Totals			\$1,000,000	\$160,000	\$1,160,000

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Exhibit E

COVER PAGE

Project Programming Request (PPR)

The attached PPR is set forth on the State of California, Department of Transportation, Project Programming Request form PRG-0010 (REV 08/2020), with PPR ID ePPR-6090-2020-0006 v0, and is a total of 7 pages.

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Amendment (Existing Project) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					Date	09/15/2023 14:49:50	
Programs <input type="checkbox"/> LPP-C		<input type="checkbox"/> LPP-F	<input checked="" type="checkbox"/> SCCP	<input type="checkbox"/> TCEP	<input type="checkbox"/> STIP	<input type="checkbox"/> Other	
District	EA	Project ID	PPNO	Nominating Agency			
05			3199	Caltrans District 5			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Santa Barbara Coun				Santa Barbara County Association of Governments			
				MPO	Element		
				SBCAG	Local Assistance		
Project Manager/Contact			Phone	Email Address			
Fred Luna			805-961-8926	fluna@sbcag.org			

Project Title

Sheffield Drive to Ortega Hill Pedestrian and Bicycle Connector

Location (Project Limits), Description (Scope of Work)

The project will complete a gap closure in the California Coastal Trail and Pacific Bike Route in Summerland/Montecito to improve accessibility and safety. Existing bicycle and pedestrian facilities along North Jameson Lane in Montecito will be connected to an existing Class 1 facility over Ortega Hill into the community of Summerland through construction of an approximately 500' multi-purpose path connection.

Component	Implementing Agency
PA&ED	Santa Barbara County
PS&E	Santa Barbara County
Right of Way	Santa Barbara County
Construction	Santa Barbara County

Legislative Districts

Assembly:	37	Senate:	19	Congressional:	24
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		07/01/2023
Circulate Draft Environmental Document	Document Type CE	
Draft Project Report		10/01/2023
End Environmental Phase (PA&ED Milestone)		09/01/2023
Begin Design (PS&E) Phase		10/01/2023
End Design Phase (Ready to List for Advertisement Milestone)		04/01/2024
Begin Right of Way Phase		10/01/2023
End Right of Way Phase (Right of Way Certification Milestone)		10/01/2023
Begin Construction Phase (Contract Award Milestone)		10/01/2024
End Construction Phase (Construction Contract Acceptance Milestone)		02/01/2025
Begin Closeout Phase		03/01/2025
End Closeout Phase (Closeout Report)		12/31/2025

Date 09/15/2023 14:49:50

Purpose and Need

An existing gap of about 500' exists between two heavily used segments of the Pacific Bike Route and the California Coastal Trail. As a result bicyclists must merge with vehicular traffic with minimal areas, and deficient sight distance. The project will improve safety by constructing a separated multi-purpose path of about 500' between the segment along North Jameson Lane and over Ortega Hill.

NHS Improvements YES NO Roadway Class NA Reversible Lane Analysis YES NO
 Inc. Sustainable Communities Strategy Goals YES NO Reduce Greenhouse Gas Emissions YES NO

Project Outputs

Category	Outputs	Unit	Total
Active Transportation	Pedestrian/Bicycle facilities miles constructed	Miles	0.1

Date 09/15/2023 14:49:50

Additional Information

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPC, SCCP, LPPF	Change in Daily Vehicle Miles Travelled	Miles	0	281	-281
			VMT per Capita	0	0	0
	LPPC, SCCP, LPPF	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	0	0
			Hours per Capita	0	0	0
System Reliability (Freight)	LPPC, SCCP, LPPF	Peak Period Travel Time Reliability Index (Only 'No Build' Required)	Index	0	0	0
	LPPC, SCCP, LPPF	Level of Transit Delay (if required)	% "On-time"	0	0	0
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0	0	0
			PM 10 Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO2)	Tons	347	0	347
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	1	0	1
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	0	0	0
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0.408	0.8	-0.392
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
	Optional	Accident Cost Savings	Dollars	100,000	0	100,000
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	13	0	13
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	5.4	0	5.4
Vehicle Volume	LPPC, LPPF, SCCP	Existing Average Annual Vehicle Volume on Project Segment	Number	0	0	0
	LPPC, LPPF, SCCP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	0	0	0

District	County	Route	EA	Project ID	PPNO
05	Santa Barbara County				3199

Project Title
 Sheffield Drive to Ortega Hill Pedestrian and Bicycle Connector

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									Santa Barbara County
PS&E									Santa Barbara County
R/W SUP (CT)									Santa Barbara County
CON SUP (CT)									Santa Barbara County
R/W									Santa Barbara County
CON									Santa Barbara County
TOTAL									

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)		40						40	
PS&E		120						120	
R/W SUP (CT)									
CON SUP (CT)		150						150	
R/W									
CON		850						850	
TOTAL		1,160						1,160	

Fund #1:	State SB1 SCCP - Solution for Congested Corridors Program (Uncommitted)								Program Code
Existing Funding (\$1,000s)									Funding Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Proposed Funding (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)		150						150	
R/W									
CON		850						850	
TOTAL		1,000						1,000	

Fund #2:	RSTP - STP Local (Committed)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									Santa Barbara County Association of
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)		40						40	
PS&E		120						120	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL		160						160	

Exhibit F

COVER PAGE

SB1 BASELINE AGREEMENT

The attached SB1 Baseline Agreement is set forth on the State of California, California Transportation Commission form CTC-0001 (REV 03/2023), titled "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 PROJECT BASELINE AGREEMENT" and is a total of 3 pages.

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ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT

Santa Barbara U.S. 101 Multimodal Corridor Project - Three Creeks in Santa Barbara County

Resolution [REDACTED]
(to be completed by CTC)

1. FUNDING PROGRAM

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

2. PARTIES AND DATE

2.1 This Project Baseline Agreement (Agreement) effective on [REDACTED] (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, [REDACTED], and the Implementing Agency, [REDACTED], sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.1 Whereas at its [REDACTED] 6/28/2023 meeting the Commission approved the [REDACTED] Solutions for Congested Corridors Program and included in this program of projects the [REDACTED] Santa Barbara U.S. 101 Multimodal Corridor Project - Three Creeks, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as *Exhibit A*, the Project Report attached hereto as *Exhibit B*, the Performance Metrics Form, if applicable, attached hereto as *Exhibit C*, as the baseline for project monitoring by the Commission.
- 3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
 - Resolution [REDACTED], "Adoption of Program of Projects for the Active Transportation Program", dated [REDACTED]
 - Resolution [REDACTED], "Adoption of Program of Projects for the Local Partnership Program", dated [REDACTED]
 - Resolution [REDACTED], "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated [REDACTED] 6/28/2023
 - Resolution [REDACTED], "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated [REDACTED]
 - Resolution [REDACTED], "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated [REDACTED]

- 4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 SBCAG (for non-SHOPP funded components) and Caltrans (for SHO) agrees to secure funds for any additional costs of the project.
- 4.6 SBCAG, the County of Santa Barbara, the City of Santa Barbara, and Caltrans agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project, including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
- 4.7 Caltrans agrees to prepare program progress reports on a on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 Caltrans, SBCAG, the County of Santa Barbara, the City of Santa Barbara, and Caltrans agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 Caltrans and SBCAG agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Performance Metrics

See Performance Metrics Form, if applicable, attached as Exhibit C.

5.4 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*

Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

Exhibit C: Performance Metrics Form *(if applicable)*

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Project Name Santa Barbara U.S. 101 Multimodal Corridor Project - Three Creeks in Santa Barbara County

Resolution

(to be completed by CTC)

Marjie Kirn
Executive Director, SBCAG
Project Applicant

Date



Scott McGolpin
Director, Santa Barbara County Public Works
Implementing Agency

10/3/23
Date

Scott Eades
District Director
California Department of Transportation

Date

Tony Tavares
Director
California Department of Transportation

Date

Tanisha Taylor
Executive Director
California Transportation Commission

Date