

**BARRIERS NEAR
UNION VALLEY PARKWAY INTERCHANGE
PROJECT COOPERATION AGREEMENT
COUNTY/ASSOCIATION**

This agreement (“Agreement”), effective as of the date it has been signed by PARTIES, is between the Santa Maria Creekside Association (“ASSOCIATION”), and the County of Santa Barbara (“COUNTY”), collectively referred to herein as “PARTIES.”

RECITALS

- a) The PARTIES are authorized to enter into a cooperation agreement to design, construct and maintain barriers walls adjacent to the recently constructed U.S. 101 Union Valley Parkway Interchange, along the Union Valley Parkway and southbound on-ramp and along Woodmere Drive shown in Exhibit “A”, attached hereto and incorporated herein by reference.
- b) A cost savings realized from the construction of the interchange project has been allocated by Santa Barbara County Association of Governments (“SBCAG”) to construct the barrier walls, hereafter referred to collectively as “PROJECT”. Construction of PROJECT will be funded by SBCAG Measure A funds.
- c) Residents in the unincorporated neighborhoods of ASSOCIATION adjacent to the interchange have expressed concerns to COUNTY that they are experiencing traffic noise and visual impacts resulting from the opening of the Union Valley Parkway interchange. As described in Attachment “A”, residents with houses abutting the southbound on-ramp are requesting that a barrier be constructed because it will be years before new landscaping planted as part of the interchange project matures and becomes a visual barrier. Residents along the on-ramp and Woodmere Drive also perceive that noise levels have increased resulting from the new interchange. They anticipate that barriers will reduce noise levels.
- d) COUNTY agrees to be the lead agency project management, responsible for the design and construction of PROJECT.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. TRUE AND CORRECT RECITALS

- a) The parties agree that the above recitals are true and correct.

2. PROJECT SCOPE RESPONSIBILITIES

- a) COUNTY shall be responsible for obtaining all rights, entitlements and permits necessary to complete the PROJECT, including completion of the environmental documentation in compliance with the California Environmental Quality Act (“CEQA”), detailed design, permits, utility relocations, and advertising and awarding a constructing contract for PROJECT to an appropriately licensed and qualified construction contractor.
- b) Upon the PROJECT’s completion:

- i) COUNTY shall request its Board of Supervisors to execute the Statement of Final Quantities and any documentation required to disclaim ownership of and financial obligation for the completed PROJECT.
- ii) ASSOCIATION agrees to accept sole ownership and financial responsibility for the completed PROJECT, including the real property designated and approximately depicted in Figure 1 below as Area 1 and Area 2:



Figure 1

- c) Additionally, with respect to the completed PROJECT:
 - i) COUNTY shall be responsible only for enforcing any construction warranties.
 - ii) ASSOCIATION shall assume any maintenance or repair obligations imposed on COUNTY by the California Department of Transportation (“CALTRANS”) or SBCAG.
 - iii) ASSOCIATION shall be solely responsible for all maintenance, repair and modifications, up to and including replacing the completed PROJECT at the end of its useful life.
 - (1) “Maintenance,” as used in this Section 1(c), includes but is not limited to irrigation and landscaping of lands surrounding the barrier walls and removal of graffiti on surfaces not within CALTRANS’ right of way.
 - (2) “Repair,” as used in this Section 1(c), includes but is not limited to any work required to restore the completed PROJECT to a good or sound condition after decay or damage.
 - (3) “Modifications,” as used in this Section 1(c), includes any and all alterations to the completed PROJECT.

3. FINANCIAL RESPONSIBILITIES

- a) PROJECT shall be funded by SBCAG using Measure A funds.
- b) In no event shall expenses incurred by ASSOCIATION be considered eligible for reimbursement by COUNTY or SBCAG.

4. GENERAL CONDITIONS

- a) ASSOCIATION shall grant COUNTY access to any real property held by ASSOCIATION and to which COUNTY or its contractors require access to construct the PROJECT.

ASSOCIATION shall execute any documents necessary to grant COUNTY or its contractors legal access.

- b) COUNTY shall provide a Letter of Project Completion to ASSOCIATION.
- c) Any notice which may be required under this Agreement shall be in writing to the PARTIES at the addresses set forth below. Notice is effective five calendar days after deposit, with postage fully prepaid, into the United States mail, or otherwise upon confirmation of receipt:

ASSOCIATION

President, Santa Maria Creekside
Homeowners Association
PO Box 5911
Santa Maria, CA 93456

COUNTY

Public Works Director
County of Santa Barbara
123 Anapamu Street
Santa Barbara, CA 93101

5. INDEMNIFICATION AND INSURANCE

- a) Indemnity.
 - i. ASSOCIATION shall defend, indemnify, and hold COUNTY, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (but not attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ASSOCIATION, its officers, officials, employees or agents.
 - ii. COUNTY shall defend, indemnify, and hold ASSOCIATION, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (but not attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, officials, employees or agents.
- b) Insurance. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement. Each party shall provide the other party with a certificate of general liability insurance.

6. TERM AND OBLIGATION OF AGREEMENT

- a) This Agreement shall remain in effect until discharged or terminated as follows:
 - i. This Agreement may be terminated at any time by mutual written consent of the PARTIES or as provided in Section 6(j) of this Agreement.
 - ii. Except as otherwise provided in this Agreement, this Agreement shall be discharged and the PARTIES shall have no further obligation to each other upon completion of the PROJECT and when the Letter of Project Completion becomes effective under Section 4(b).
- b) Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

- c) This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.
- d) This Agreement may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto. Any attempt at oral modification of this Agreement shall be void and of no effect.
- e) None of the employees or agents of any party shall be employees or agents of any other party to this Agreement.
- f) This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other PARTY.
- g) This Agreement shall be binding upon the successor(s), assignee(s), or transferee(s) of all PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
- h) Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of any party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- i) This Agreement may be executed in one or more counterparts; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
- j) All obligations of COUNTY under the terms of this Agreement are expressly contingent upon the COUNTY's receipt of funds from SBCAG to complete PROJECT. If for any reason SBCAG can no longer fund the PROJECT, COUNTY shall promptly notify ASSOCIATION, and the PARTIES shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the PARTIES, then this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to complete the PROJECT shall arise only upon execution of a new Agreement.
- k) No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.
- l) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- m) The waiver by COUNTY or ASSOCIATION of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- n) Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to

this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

- o) Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.
- p) All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates and year written below.

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM Date
CHAIR
Board of Supervisors

ATTEST:
MONA MIYASOTO
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

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

By: _____
Deputy

SANTA MARIA CREEKSIDE HOMEOWNER'S ASSOCIATION

Joseph S. Kasper Date
President

ATTEST:

By. _____
 Jan Rush
 Board Member

ATTACHMENT A

PROJECT SCOPE & SCHEDULE

Project Limits: Southwest quadrant of U.S. 101 Union Valley Parkway Interchange, to the south or west of Union Valley Parkway, U.S. 101 and Woodmere Drive.

Project Phase:

- Phase 1 – Preliminary Engineering (Includes Environmental and Preliminary Design/Engineering and Detailed Engineering (PS&E))
- Phase 2 – Right-of-Way Acquisition \ Permitting \ Utilities Relocation
- Phase 3 – Construction (Includes Project Construction & Construction Administration)

Project Scope: The project consists of constructing two barriers adjacent to the U.S. 101 Union Valley Parkway interchange in Orcutt.

The “Southbound on-ramp” barrier will be constructed along a short segment of Union Valley Parkway and adjacent to the southbound on-ramp of the interchange. It is estimated to be 4’ to 8’ tall and 800’ long. It is anticipated that the wall be of masonry block construction and located on what is currently Caltrans right-of-way. The wall would be built on a retaining wall foundation.

The “Woodmere barrier” consists of three barriers walls that will fill gaps in an existing berm system paralleling U.S. 101. The barriers will be constructed between Woodmere Drive and U.S. 101 on existing berms. The height of the Woodmere barrier is estimated to be between 5’-7’ feet tall. The cumulative length of the Woodmere barriers is estimated at 600’.

Exhibits A-1 and A-2 show the approximate locations of PROJECT.

Project Purpose: The purpose of the PROJECT is to address concerns of increased noise and visual impacts resulting from the opening of the Union Valley Parkway interchange, as expressed to COUNTY by the residents located in the neighborhoods of the Santa Maria Creekside Homeowner’s Association, located in unincorporated Santa Barbara County and governed by COUNTY. At the proposed location for the southbound on-ramp barrier, residents perceive that traffic noise levels have increased resulting from the interchange opening and believe a barrier will reduce noise. A barrier would also visually screen their homes from the elevated interchange ramps and intersections with Union Valley Parkway. CALTRANS has planted landscaping to screen the residential areas from the new interchange but it will be years before the landscaping matures. Residents are requesting that a barrier be constructed to shield them while landscaping matures. At the proposed location for the Woodmere barrier, residents along Woodmere Drive also perceive that traffic noise levels have increased resulting from opening of the new interchange. They also anticipate that a barrier will reduce traffic noise levels.

It is the desire of COUNTY to proceed with PROJECT to provide whatever relief may be possible to residents.

Project Schedule

The anticipated schedule for the project is as follows.

Project Phase	Start	End
Preliminary Engineering\Environmental	DECEMBER 2015	MAY 2016
Legal access\Permitting	JUNE 2016	JUNE 2017
Construction	SEPTEMBER 2016	DECEMBER 2017

Exhibit A-1 US 101/UVP – Southbound on-ramp barrier

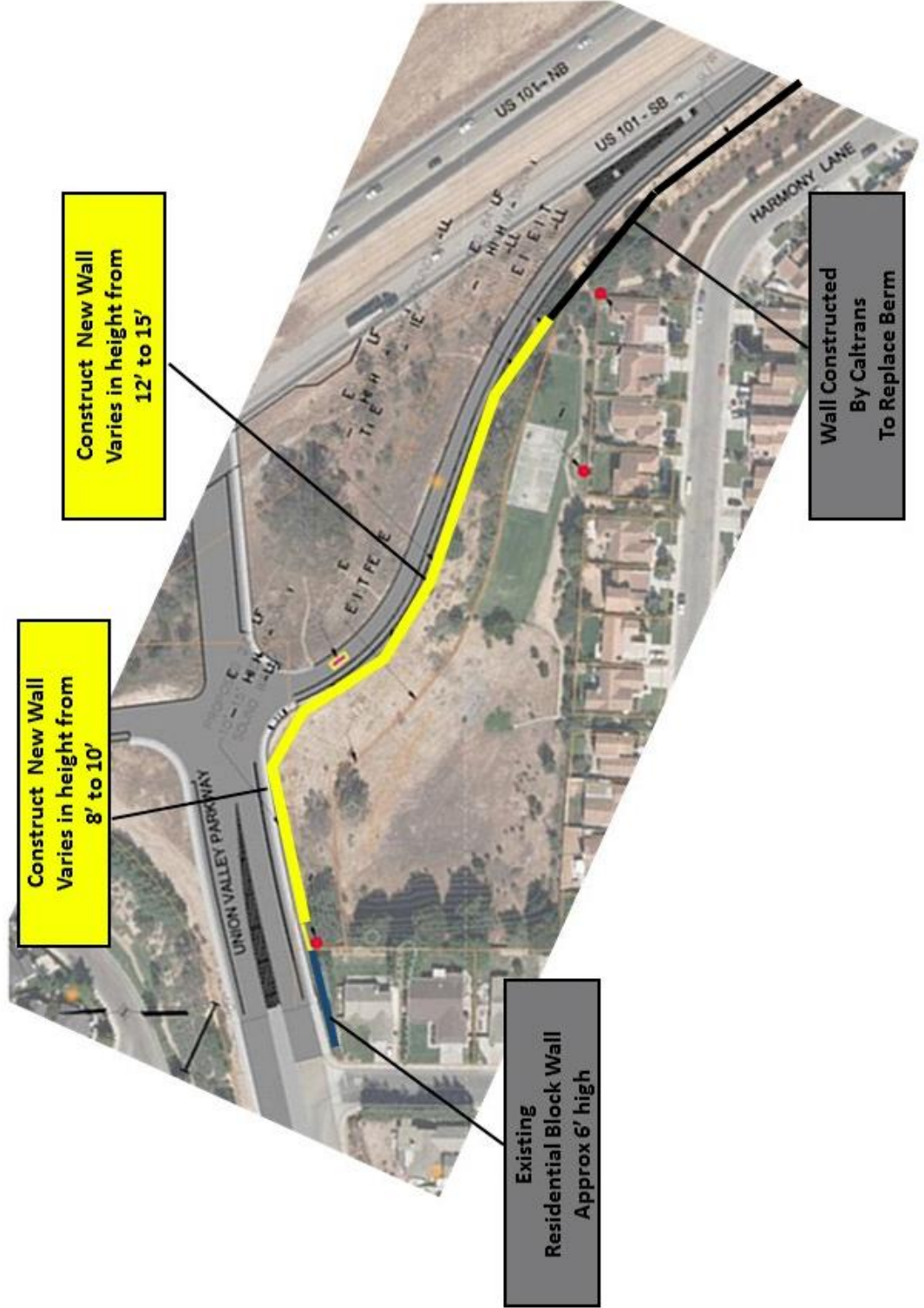


Exhibit A-2 US 101/UVP – Woodmere barrier

