

AMENDMENT No. 2
to the
MEMORANDUM OF UNDERSTANDING
between
SANTA BARABRA COUNTY ASSOCIATION OF GOVERNMENTS
and the
COUNTY OF SANTA BARBARA
for
COASTAL ACCESS PROJECTS ASSOCIATED WITH HIGHWAY 101

This Amendment No. 2 to the Memorandum of Understanding (MOU) executed on June 4th, 2019 between the Santa Barbara County Association of Governments (hereafter "SBCAG), and the County of Santa Barbara (hereafter "COUNTY"), is hereby amended ("AMENDMENT NO. 2") as follows:

1. Modify Recitals to add the following:

WHEREAS, the funding provided for PROJECTS is comprised of LPP FUNDING and SCC FUNDING, hereby collectively referred to as SB1 FUNDING, and regional 101 funding from the Regional Surface Transportation Program herein referred to as REGIONAL FUNDING.

2. Section 4, "Term" is deleted and replaced in its entirety as follows:

The term of this MOU shall commence as of date of execution and shall extend through December 31, 2024, unless otherwise modified and earlier terminated.

3. Section 6, "Funding and Invoicing" subsection "a" is deleted and replaced in its entirety as follows:

SBCAG will allocate the SB1 FUNDING for PROJECTS. *SBCAG will also approve the REGIONAL FUNDING.* Allocation of SB1 FUNDING for particular phases can only occur when necessary progress has been made by COUNTY on prior phases.

4. Section 6, "Funding and Invoicing" subsection "h" is deleted and replaced in its entirety as follows:

SBCAG will make SB1 FUNDING *and REGIONAL FUNDING* available for PROJECTS to COUNTY as shown in Attachment 4 "Funding Split" for PROJECTS. Funding shall be provided to COUNTY by SBCAG on a reimbursement basis.

5. Section 9, "Designated Representative & Notices" is deleted and replaced in its entirety as follows:

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 Doolittle County of Santa Barbara Project Manager 123 East Anapamu Santa Barbara, CA 93101 cdoolit@countyofsb.org
SBCAG	Fred Luna SBCAG Director of Project Delivery and Construction 260 North San Antonio Rd, 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.

6. Attachment 4, “FUNDING” is deleted and replaced in its entirety as follows:

PROJECTS	PHASE				
	PA&ED	PS&E	RW SUP	RW CAP	TOTAL
SCL STREETSCAPE					
Measure A		\$400,000	\$100,000		\$500,000
LPP-F		\$400,000	\$100,000		\$500,000
RSTP		\$843,758	\$359,034		\$1,202,792
Subtotal		\$1,643,758	\$559,034		\$2,202,792
PADARO					
Measure A	\$30,000	\$110,000	\$20,000	\$50,000	\$210,000
LPP-F	\$30,000	\$110,000	\$20,000	\$50,000	\$210,000
RSTP					
Subtotal	\$60,000	\$220,000	\$40,000	\$100,000	\$420,000
SUMMERLAND					
Measure A	\$150,000	\$340,000	\$60,000	\$200,000	\$750,000
LPP-F	\$150,000	\$340,000	\$60,000	\$200,000	\$750,000
RSTP					
Subtotal	\$300,000	\$680,000	\$120,000	\$400,000	\$1,500,000
TOTAL MOU					
Measure A	\$180,000	\$850,000	\$180,000	\$250,000	\$1,460,000
LPP-F	\$180,000	\$850,000	\$180,000	\$250,000	\$1,460,000
RSTP		\$843,758	\$359,034		\$1,202,792
TOTAL	\$360,000	\$2,543,758	\$719,034	\$500,000	\$4,122,792

7. **Counterparts.** This Amendment No. 2 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
8. **Ratifications.** The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms

and provisions of the Agreement and Amendment No.1 except as expressly modified and superseded by this Amendment No. 2, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

IN WITNESS THEREOF, the parties have executed this AMENDMENT NO. 2 to be effective on the date when fully executed by both parties.

COUNTY OF SANTA BARABRA

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Joan Hartmann
Joan Hartmann
Chair, Board of Supervisors

Das Williams
Das Williams
Chair, SBCAG

Date: 12-13-22

Date: 10-20-22

Attest:
Mona Miyasato
County Executive Officer
Clerk of the Board

Attest:
Marjie Kirn
Executive Director
Clerk of the Board

By: Shule LaGuerra

By: Rachel Van Mullem

RECOMMENDED FOR APPROVAL

Approved as To Form:
Rachel Van Mullem
County Counsel

Scott McGolpin
Scott McGolpin
Director of Public Works

By: [Signature]
Deputy County Counsel
Counsel for SBCAG

Approved as To Form:
Rachel Van Mullem
County Counsel

By: [Signature]
Deputy County Counsel

Approved as To Form:
Gregory Milligan
Risk Manager

By: [Signature]

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

By: [Signature]
Deputy