

MEMORANDUM OF UNDERSTANDING

BETWEEN THE:

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, COUNTY OF SANTA BARBARA, AND THE CITIES OF BUELLTON, CARPINTERIA, GOLETA, GUADALUPE, LOMPOC, SANTA BARBARA, SANTA MARIA AND SOLVANG

for

PREPARING A REGIONAL BROADBAND STRATEGIC PLAN FOR THE SANTA BARBARA COUNTY REGION

This Memorandum of Understanding (MOU) is hereby entered into by and between the Santa Barbara County Association of Governments referred to herein as "SBCAG", and the County of Santa Barbara as well as Cities of Buellton, Carpinteria, Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria, and Solvang individually referred to herein as "AGENCY", or, collectively, including SBCAG, as the "AGENCIES."

RECITALS:

WHEREAS, SBCAG is a Joint Powers Authority, which serves as the Metropolitan Planning Organization for the region;

WHEREAS, the AGENCIES agree to work together on the development of the Regional Broadband Strategic Plan;

WHEREAS, the AGENCIES agree to financially participate to cover the expenses of the Regional Broadband Strategic Planning effort;

WHEREAS, SBCAG shall be the administrative entity for the Regional Broadband Strategic Planning effort during the term of this MOU;

WHEREAS, SBCAG, as the administrative agency, will work with the Broadband Consortium of the Pacific Coast (BCPC) to assist the region with the development of the Regional Broadband Strategic Plan.

NOW, THEREFORE, the AGENCIES agree to the following:

1. **ROLES AND RESPONSIBILITIES.** Under this MOU, the AGENCIES agree to work together to:
 - A. Cooperate in developing a Regional Broadband Strategic Plan, including but not limited to, identifying improvement needs, funding options and strategies, economic impacts, and benefits;
 - B. Designate a technical contact person(s) to assist in planning for Broadband infrastructure and support the invoicing process;
 - C. Actively participate in the planning process by attending meetings and providing comments and input where appropriate;
 - D. Pay the invoice for the Broadband Strategic Plan;
 - E. The name for the working body under this mutual understanding will be known as the "BROADBAND ALLIANCE OF SANTA BARBARA COUNTY (ALLIANCE)"; and
 - F. SBCAG to serve as the administrative agent and secretary for the ALLIANCE.

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2. **ADMINISTRATIVE ENTITY.** SBCAG shall serve as the administrative entity of the ALLIANCE, SBCAG shall:

- A. Upon approval by the SBCAG Board, enter into an agreement with BCPC, in compliance with SBCAG's purchasing policy to develop a Broadband Strategic Plan for the Santa Barbara County region and to provide oversight of the agreement with BCPC;
- B. Upon approval by the SBCAG Board, enter into Federal Subrecipient agreements to receive federal funds in support of this MOU;
- C. Act as the fiscal agent, and serve as the custodian of the financial contributions by the AGENCIES and deposit contributions in a separate fund;
- D. Pay all invoices from the BCPC from the separate fund consisting of the single payments made by the AGENCIES;
- E. Liaison with the AGENCIES governing bodies on topics and issues related to the Broadband Strategic Plan;
- F. Conduct meetings with the AGENCIES' designee to solicit input and formulate Broadband Strategic Plan recommendations for the SBCAG Board;
- G. Provide opportunities to solicit stakeholder and public input in the development of the Broadband Strategic Plan;
- H. Conduct consultation and coordination with the Santa Ynez Band of Chumash Indians Tribal Government;
- I. In coordination with the BCPC, participate in federal and statewide meetings, and consortiums to inform the Broadband Strategic Plan development, engage in broader broadband discussions, and advocate for Santa Barbara County needs and priorities;
- J. Submit required reporting for America Rescue Plan Act funding; and
- K. Conduct required audits.

3. **TERM & TERMINATION.** This MOU is effective as of January 1, 2022, and shall expire on December 31, 2022, unless the AGENCIES agree otherwise. Any AGENCY may terminate its participation from this MOU upon 30-days written notification to the other AGENCIES.

4. **FINANCIAL RESPONSIBILITIES.**

- A. Each AGENCY shall pay the following contribution based on a population formula:

Jurisdiction	2021 DOF Population Estimate	%	Contribution
Buellton	5,435	1.77%	\$3,531.27
Carpinteria	13,196	4.29%	\$8,573.81

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Goleta	32,339	10.51%	\$21,011.56
Guadalupe	8,346	2.71%	\$5,422.63
Lompoc	42,493	13.80%	\$27,608.90
Santa Barbara	93,055	30.23%	\$60,460.46
Santa Maria	107,445	34.91%	\$69,810.05
Solvang	5,512	1.79%	\$3,581.30
County of Santa Barbara	n/a	n/a	\$200,000.00
Total	307,821		\$400,000.00

- B. Contributions shall be used to develop a Regional Broadband Strategic Plan for the Santa Barbara County region.
- C. Financial contributions are payable by February 1, 2022.
5. **MUTUAL INDEMNIFICATION.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the AGENCIES pursuant to California Government Code Section 895.6, the AGENCIES agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all AGENCIES agree that pursuant to California Government Code Section 895.4, each of the AGENCIES hereto shall fully indemnify and hold each of the other AGENCIES, 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 AGENCY or SBCAG, nor any officer, board member, employee or agent of any AGENCY or SBCAG shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other AGENCIES 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 AGENCIES under this MOU.
6. **GENERAL TERMS & CONDITIONS.**
- A. **Entire MOU and Agreement.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the AGENCIES and there have been no promises, representations, agreements, warranties, or undertakings by any of the AGENCIES, 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 AGENCIES to this MOU and by no other means. Each AGENCY and SBCAG waives its 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.
- B. **Nondiscrimination.**
- i. Each AGENCY and SBCAG shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a

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person on the basis of race, color, national origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 Code of Federal Regulations (CFR) Part 22, which are herein incorporated by reference and made a part of this MOU. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this MOU. Each AGENCY and SBCAG also shall not discriminate on the basis of sex in the performance of this MOU.

- ii. In addition, the County of Santa Barbara's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated by reference herein. In addition, the Assurance of Compliance with Civil Rights Requirements attachment applies to this MOU and is incorporated by reference herein.

- C. **Non-assignment.** AGENCIES shall not assign, transfer or subcontract this MOU or any of its rights or obligations without the prior written consent of each AGENCY and any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect.
- D. **Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- E. **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.
- F. **Compliance with Law.** Each AGENCY and SBCAG shall, at its sole cost and expense, comply with all State and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU. The judgment of any court of competent jurisdiction, or the admission of any AGENCY or SBCAG in any action or proceeding against an AGENCY or SBCAG, whether any other AGENCY or SBCAG is a party thereto or not, that an AGENCY or SBCAG has violated any such ordinance statute, or regulation, shall be conclusive of that fact.
- G. **Jurisdiction & Venue.** 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 San Luis Obispo County, if in federal court.
- H. **Authority.** All signatories and AGENCIES 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.

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- I. **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 AGENCIES shall preserve undestroyed, shall together constitute one and the same instrument.
- J. **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.
- K. **No Separate Legal Entity.** AGENCIES agree ALLIANCE is a multi-jurisdictional recommending agency that is not a separate legal entity and does not have powers of a decision-making body. The ALLIANCE cannot enter contracts, employ staff, apply for grants or other funding, incur debts, sue or be sued.
- L. **Conflict of Interest.** Each AGENCY and SBCAG covenants that it presently has 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. Each AGENCY and SBCAG further covenants that in the performance of this MOU, no person having any such interest shall be employed by any AGENCY or SBCAG. Each AGENCY must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG shall then promptly notify the County of Santa Barbara and the City of Santa Maria. Conflicts determined to be immaterial may be waived through written notice.
- M. **Mandatory Disclosure.** Each AGENCY 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. SBCAG shall promptly report any such violations to the County of Santa Barbara and the City of Santa Maria. Each AGENCY and SBCAG is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at 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.)
- N. **Uniform Guidance.** Each AGENCY and SBCAG shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this award.
- O. **Audits & Inspections.** This MOU exceeds ten thousand dollars (\$10,000.00) and thus is subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this MOU (Cal. Gov. Code Section 8546.7). AGENCIES shall participate in any audits and reviews at no charge.

(Signatures on following pages.)

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IN WITNESS WHEREOF, the AGENCIES hereto have executed this MOU to be effective once executed by all AGENCIES.

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS:

By: 

Holly Sierra
Chair, Board of Directors

Date: 12/16/21

Attest:
Marjie Kirn
Executive Director
Clerk of the Board

By: 

Approved as to Legal Form:
Rachel Van Mullem
County Counsel

By: 

Deputy County Counsel for SBCAG

(Signatures continued on following pages.)

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COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

Attest:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

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

By: DocuSigned by:
Robert Geis
D25019E2AF004BE...
Deputy

Approved as to Legal Form:
Rachel Van Mullem
County Counsel

By: DocuSigned by:
Anne Rierson
D6A803D757C3473...
Deputy County Counsel

Approved as to Form:
Risk Management

By: DocuSigned by:
Greg Milligan
DC240AC4E64247D...
Risk Management

CITY OF BUELLTON:

Holly Sierra
Holly Sierra (April 3, 2022 11:30 PDT)

Mayor

Date: 4/03/2022

Approved as to Legal Form:

[Signature]

(Signatures continued on following pages.)

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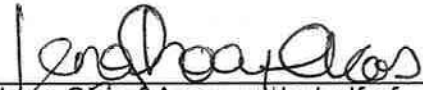
CITY OF CARPINTERIA:



Wade T. Nomura, Mayor

Date: July 25, 2022

Approved as to Legal Form:



Jena Shoar Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

CITY OF GOLETA:

Signature: Paula Perotte
Paula Perotte (May 3, 2022 11:16 PDT)

Paula Perotte, Mayor

Date: 1/6/22

Approved as to Legal Form:

Signature: Winnie Cai
Winnie Cai (May 2, 2022 16:35)

CITY OF GUADALUPE:

Signature: Ariston Julian
Ariston Julian (May 2, 2022 18)

Ariston Julian, Mayor

Date: 11/29/21


Approved as to Legal Form:

Signature: Philip F. Sinco
Philip F. Sinco (May 4, 2022 16)

(Signatures continued on following pages.)

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CITY OF LOMPOC:



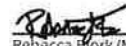
Jenelle Osborne, Mayor
Date: 2/3/2022

Approved as to Legal Form:

Signature: 

20220203 09:56 PDT

CITY OF SANTA BARBARA:



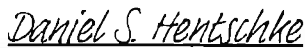
Rebecca J. Bjork (May 3, 2022 09:56 PDT)

Rebecca J. Bjork
City Administrator

1/10/22

Date:

Attest:

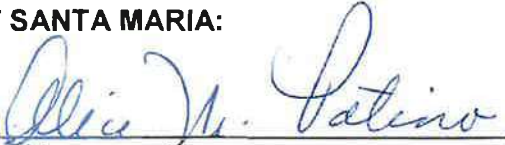


Daniel S. Hentschke,
Assistant City Attorney

(Signatures continued on following page.)

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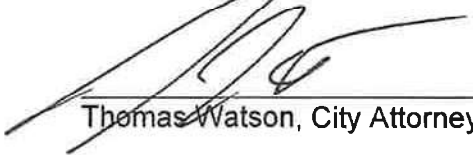
CITY OF SANTA MARIA:



Alice M. Patino, Mayor

Date: 2/16/2022

Approved as to Legal Form:



Thomas Watson, City Attorney

CITY OF SOLVANG:

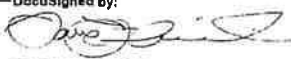
DocuSigned by:


AAR41F9AC73D48C

Charlie Uhrig, Mayor

Date: 5/24/2022

Approved as to Legal Form:

DocuSigned by:


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Dave Fleishman City Attorney