

**2010 UNIVERSITY OF CALIFORNIA, SANTA BARBARA LONG RANGE
DEVELOPMENT PLAN MITIGATION IMPLEMENTATION
AND SETTLEMENT AGREEMENT**

This 2010 University of California, Santa Barbara Long Range Development Plan Mitigation Implementation and Settlement Agreement (“Agreement”) is entered into and effective as of the date last signed below, by and between the City of Goleta (“City”), the County of Santa Barbara (“County”), The Regents of the University of California and the University of California, Santa Barbara Campus (collectively, the “University”).

RECITALS

WHEREAS, City, County and University are governmental agencies that have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, University intends to approve the 2010 LRDP and in conjunction therewith also certify the 2010 LRDP EIR, thereby superseding and replacing UCSB’s LRDP approved by University in 1990, as amended; and

WHEREAS, City and County disagree and dispute with University regarding the adequacy of the mitigations set forth in the 2010 LRDP EIR to offset the impacts of implementation of the 2010 LRDP on the environment, as required by the CEQA; and

WHEREAS, City and County are authorized and presently able to file a Petition for Writ of Mandate and other judicial relief against University, challenging the approval of the 2010 LRDP and certification of the 2010 LRDP EIR and the adequacy of the above mentioned mitigations, and City and County intend to file such a Petition in the absence of mutually agreeable resolution of the abovementioned disagreement and dispute; and

WHEREAS, City, County and University desire to avoid such litigation, end all disputes and resolve all disagreement with respect to those matters addressed in this Agreement, and the implementation of the obligations of all parties as set forth herein; and

WHEREAS, City, County and University intend that this Agreement be binding on all parties as a resolution of disagreements and disputes as to the matters addressed herein, arising out of University’s adoption and certification of the 2010 LRDP EIR, without the need for litigation; and

WHEREAS, in consideration of University’s commitments in this Agreement, City and

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County agree to forbear from judicial proceedings challenging the validity of the 2010 LRDP and the 2010 LRDP EIR and to support the 2010 LRDP when considered by University; and

WHEREAS, upon execution of this Agreement, City and County agree to support and not oppose the 2010 LRDP to the Commission.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City, County, and University agree as follows:

Article 1 DEFINITION OF TERMS

1.1 As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

- a. “2010 LRDP” shall mean the 2010 Long Range Development Plan for UCSB;
- b. “2010 LRDP EIR” shall mean Long Range Development Plan March 2008 Draft Environmental Impact Report (Vol. I), January 2009 Recirculated Draft Environmental Impact Report (Vol. II), July 2010 Final EIR Executive Summary, Changes to the EIR, and Mitigation Monitoring and Reporting Program (Vol. III) and Final EIR Comments and Responses (Vol. IV), and adopted findings as required by CEQA;
- c. “Campus” shall mean the UCSB campus as described in the 2010 LRDP, including the North Campus, West Campus, Storke Campus and Main Campus;
- d. “CEQA” shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000, *et seq.*, and the CEQA Guidelines, Title 14, California Code of Regulations Sections 15000, *et seq.*;
- e. “City” shall mean the City of Goleta;
- f. “Commission” shall mean the California Coastal Commission;
- g. “County” shall mean the County of Santa Barbara;

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h. “DIF fee” shall mean the City or County adopted development impact fee for transportation facilities in the jurisdiction of City or County’s Goleta Planning Area, also referred to as the Goleta Transportation Improvement Program Fee (GTIP);

i. “Enrollment” shall mean the average number of students attending classes at the UCSB campus and registered as of the 15th class day for each Fall, Winter and Spring quarter and does not include students exclusively taking classes at off-campus locations such as participants in the Education Abroad Program (EAP), Ventura Center, or students taking courses at another UC location;

j. “HIF” shall mean the Housing Impact Fund;

k. “HIF rate” shall mean the amount per student bed located on land not University-owned as of the Effective Date of this Agreement contributed to the HIF pursuant to Section 3.6(c);

l. “Monitoring period” shall mean two (2) consecutive weeks during the Fall quarter according to Attachment “B” during which time traffic counts are conducted on Tuesdays, Wednesdays and Thursdays at the p.m. PHT period;

m. “Peak hour traffic count” shall mean the traffic count for the four (4) consecutive fifteen- (15-) minute increments during the p.m. PHT period resulting in the highest number;

n. “PHT” shall mean Peak Hour Trips;

o. “P.m. PHT baseline” shall mean 3,770 p.m. PHT;

p. “P.m. PHT period” shall mean the time period between 4:00 p.m. and 6:00 p.m.;

q. “P.m. PHT threshold” shall mean the p.m. PHT baseline plus an additional 2,170 p.m. PHT (for combined total of 5,940 p.m. PHT) as adjusted pursuant to Section 4.4(a). The 2,170 p.m. PHT allowed above the p.m. PHT baseline is based on the estimated traffic count set forth in Table 4.13-33 of the 2010 LRDP EIR;

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- r. “Student” or “students” shall mean and include undergraduate students and graduate students attending classes at UCSB;
- s. “Student bed” or “student beds” shall mean bed spaces and/or student family units;
- t. “STF” shall mean the supplemental trip fee as calculated pursuant to Section 4.4(a);
- u. “Survey” shall mean a license plate origin and destination survey as described in Attachment “B”;
- v. “The Regents” shall mean The Regents of the University of California;
- w. “Traffic count” shall mean the collection of data reflecting the number of vehicles passing a certain point for fifteen- (15-) minute increments by means of a tube and automatic counting mechanism;
- x. “UCSB” shall mean the University of California, Santa Barbara Campus;
- y. “University” shall mean The Regents and UCSB collectively.

Article 2 ENROLLMENT

- 2.1 UCSB enrollment shall be calculated annually as described in Section 1.1(i).
- 2.2 During the term of this Agreement, UCSB enrollment shall not exceed 25,000 students as calculated pursuant to Section 1.1(i) with a two-percent (2%) margin of error subject to the limitations and conditions contained in this Agreement.
- 2.3 In June of each year, University shall prepare and make available to City and County:
 - a. For the previous academic year, the UCSB enrollment calculated pursuant to Section 1.1(i) and the UCSB faculty and staff headcount; and
 - b. Five-year projections of student, faculty, and staff growth for UCSB.
- 2.4 In the event that University fails to satisfy University’s student housing obligations

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under Article 3, University shall not increase enrollment beyond the level of the previous academic year within a two percent (2%) margin of error until University provides City and County written evidence that University has met all of University's student housing obligations under Article 3.

Article 3 HOUSING

3.1 University shall provide student housing on campus for all students above the 2010 LRDP enrollment baseline of 20,000 students. University shall provide 5,000 net new student beds phased as described in Section 3.3 to accommodate growth envisioned by the 2010 LRDP.

3.2 University shall satisfy University's obligations under Section 3.1 through existing student housing on campus or construction of new student housing on campus. University's conversion or acquisition of existing housing owned by third parties to University-managed or -owned housing shall not be satisfaction of University's obligations under Section 3.1.

3.3 University shall not increase UCSB enrollment such that the number of additional new students exceeds the number of net new student beds that have been constructed and are ready for occupancy by more than 1,000 students. During the planning and construction of new student housing, University may remodel and re-assign existing student beds (e.g., convert double room to a triple) as a temporary mechanism to accommodate up to 1,000 students as calculated pursuant to Section 1.1(i). Such accommodation shall not be satisfaction of University's obligations under Section 3.1.

3.4 University shall provide up to 1,874 net new units for faculty and staff at those locations identified in the 2010 LRDP, which shall be phased to meet the demand caused by the 2010 LRDP growth. In November of each year, University shall provide a five-year projection report to County and City on planned faculty and staff for-sale and rental housing, which such report shall include the status of the phasing of faculty and staff housing to meet the demand.

3.5 University shall, in November of each year, prepare and provide, through public posting, a 5-year capital plan and a report on the status of construction and occupancy rates of student, faculty and staff housing.

3.6 Student housing may be provided on land not University-owned as of the Effective

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Date of this Agreement within City or County, provided that all of the following conditions are met:

- a. The additional student housing shall not be used to offset University's housing obligations as set forth in Section 3.1;
- b. Whether or not the acquisition is exempt from the provisions of CEQA, University shall meet and confer with City and County regarding the mitigation of environmental impacts associated with any change in use, ownership or control of the property; and
- c. For each new University-owned or leased student bed located on land not University-owned as of the Effective Date of this Agreement that results in a property tax revenue loss to City or County, University shall contribute funds per bed to a Housing Impact Fund ("HIF") at a rate of \$280 per bed per fiscal year ("HIF rate") payable to City or County based on the jurisdiction in which the student bed is located. The HIF rate shall increase by two-percent (2%) on July 1 of each year. HIF payments by University shall be used by City and County to directly support public services serving UCSB's off-campus population, including, but not limited to, public safety and parks and recreation. HIF payments for each fiscal year shall be made to City and County on or before October 1. For purposes of this Subsection, a fiscal year shall begin on July 1 and end on June 30. HIF payments shall be proportionally reduced for the period of time during the fiscal year for which the student bed results in a property tax revenue loss to City or County. Each year, by June 1, University shall provide City and County with an annual accounting of student beds located on land leased or purchased during the term of this Agreement for purposes of determining and calculating the HIF payment due for that fiscal year for City or County property tax revenue loss. HIF payments under this Subsection shall continue every year until such time, if any, as University ceases to own or lease the student bed. Each year City and County shall provide an annual accounting of expenditures of HIF payments.
- d. For purposes of calculating HIF payments under Section 3.6(c), payments

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shall not be due for student beds located on land leased or owned by the University as of the Effective Date of this Agreement.

3.7 To assist County in reaching its state-mandated housing goals, University shall provide County with its housing projections if they exceed the amount identified in the 2010 LRDP for inclusion in County's 2015-2023 Housing Element update and any future County General Plan.

Article 4 TRAFFIC

4.1 University shall ensure that p.m. PHT generated by UCSB, its students, faculty and staff to and from University-owned or -leased properties shall not exceed the p.m. PHT threshold.

4.2 TRAFFIC MITIGATION PAYMENTS. To address the impacts of additional traffic generated by the 2010 LRDP, University shall provide City and County traffic mitigation payments as identified in Attachment "A" to this Agreement, which is incorporated herein by this reference, for improvements to intersection, roadways and transportation infrastructure located in City or County as listed in Attachment "A" according to the following:

a. Each year on June 1, County and City shall annually provide UCSB with a 5-year plan of projected transportation improvements described in Attachment "A".

b. County and City shall determine when a specific transportation improvement is necessary and shall provide University written notice forty-five (45) days in advance of each of the three phases set forth in Section 4.2(c) to inform University of the initiation of the phase, the proposed schedule for the transportation improvement and any shift of funds pursuant to Sections 4.2(d) or 4.2(e), including the amount of funds shifted and the transportation improvements from and to which the funds are being shifted.

c. Notwithstanding any other provision of this Agreement, University shall make the traffic mitigation payments described in Attachment "A" at the beginning of each of the following three phases of any specific transportation improvement as follows: preliminary engineering, ten-percent (10%) due at the onset of the development of the project; detailed engineering, twenty-percent (20%) due at the completion of the

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environmental document; and construction, seventy-percent (70%) due at the time of advertisement for construction bids. All payments due under this Subsection shall be paid by the University within forty (45) days of receiving the notice specified in Section 4.2(b) from City or County.

Prior to commencement of any project identified or provided for in this Agreement, any necessary environmental review required by CEQA shall be completed. In the event a transportation improvement identified in Attachment “A” is determined to be infeasible or otherwise prohibited from construction at any phase set forth in Section 4.2(c), County or City shall shift the traffic mitigation payment identified in Attachment “A” for that transportation improvement to an alternative transportation improvement pursuant to Sections 4.2(d) or 4.2(e), as applicable.

d. City or County may shift any portion of the funds identified in Attachment “A” from a transportation improvement identified in Attachment “A” to another planned transportation improvement identified in Attachment “A” or to an alternative transportation improvement not identified in Attachment “A” (e.g., a different intersection improvement or an alternative transportation solution, such as bus turn-out lane, equipment, right-of-way purchases for bike lanes, etc.), provided that:

1. The shift of funds shall not require additional funding from University;
2. University’s traffic mitigation payments identified in Attachment “A” shall not be increased as a result of the shift of funds;
3. University shall be entitled to an appropriate credit against its total traffic mitigation payment obligation for any funds shifted under this Section 4.2(d);
4. University may review and comment on proposed shifts of funds hereunder;
5. Transportation improvements to which funds are shifted hereunder shall be intended to increase PHT capacity to and from campus; and

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6. This Subsection shall apply only to those transportation improvements designated in Attachment "A" according to "No" provided in the third column (i.e., as not subject to restricted redistribution).

e. Upon written mutual assent of University, City or County may shift any portion of the funds identified in Attachment "A" from those transportation improvements designated in Attachment "A" according to "Yes" provided in the third column (i.e., as subject to restricted redistribution) to another planned transportation improvement identified in Attachment "A" or to an alternative transportation improvement not identified in Attachment "A", provided that the shift shall not require additional funding from University.

f. The traffic mitigation payments identified in Attachment "A" shall be automatically adjusted on July 1 of each year, by a percentage equal to the Construction Cost Index for Los Angeles as published by Engineering News Record, or its successor publication, for the preceding twelve (12) months. The mitigation payments identified in Attachment "A" shall not be further adjusted following the date on which the City or County executes a contract for construction of the transportation improvement.

4.3 MONITORING. Compliance with Sections 4.1 and 4.2 shall be monitored as specified hereunder.

a. Monitoring shall be conducted as set forth in Attachment "B" of this Agreement, which is incorporated herein by this reference.

b. Monitoring shall begin the first Fall after the Commission certifies the 2010 LRDP.

c. Monitoring results shall be reported as follows:

i. Within thirty (30) days of the collection of traffic counts, University shall submit all traffic count data collected pursuant to Attachment "B" to City and County. Such traffic count data shall be recorded in fifteen- (15-) minute increments.

ii. Within sixty (60) days of the collection of traffic counts, University

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shall submit a report summarizing the results of all traffic count data collected pursuant to Attachment “B” to City and County. Such traffic count data shall be reported in fifteen- (15-) minute increments.

d. During the first meeting identified in Section 5.4, the parties shall form a Transportation Sub-Committee consisting of at least one representative identified by each of University, City and County and at which time the approximate date of future annual meetings of the Transportation Sub-Committee shall be mutually agreed upon by the parties. During the annual meeting of the Transportation Sub-Committee, the results of the monitoring shall be reviewed and discussed and future monitoring shall be discussed. If roadway network or access changes are made subsequent to the certification of the 2010 LRDP by the Commission not otherwise anticipated by or provided for in Attachment “B”, the Transportation Sub-Committee may recommend to the parties modification of the monitoring set forth in Attachment “B” (e.g., identification of new future traffic count locations to accurately reflect traffic growth generated by changes to the 2010 LRDP).

4.4 SUPPLEMENTAL TRIP FEE. If the p.m. PHT threshold is exceeded, University shall immediately take measures to reduce p.m. PHT by any means determined appropriate by University, except that such measures shall include any feasible and appropriate forms of alternative transportation. If such measures do not reduce p.m. PHT to the p.m. PHT threshold or below prior to the following Fall quarter traffic monitoring period, a STF shall be paid by University as hereinafter provided.

a. In the event that the p.m. PHT threshold is exceeded by University and to compensate City and County for the reasonably expected impacts resulting from such an event, University agrees to pay a one-time STF for each p.m. PHT exceeding the p.m. PHT threshold in an amount equal to the average of City and County’s DIF fee in effect at the time of the STF payment. In the event University makes an STF payment, those additional trips for which the STF is paid shall be considered fully mitigated and shall be permanently added to and set the new p.m. PHT threshold from which all future measurements are made. STF payments by University shall be used by City or County exclusively for

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transportation improvements, including alternative modes of transportation.

b. STF payments shall be made within forty-five (45) days of distribution to City and County of Fall quarter traffic monitoring counts made pursuant to Section 4.3. STF payments shall be divided between City and County in amounts proportional to the amounts of the respective DIF fee of each entity at the time the STF is paid. For the method of calculating City's and County's portion of the STF, see the following calculations as an example:

- i. If the City's DIF fee is \$15,750;
- ii. If the County's DIF fee is \$18,600;
- iii. Then the total of City's and County's DIF fees is \$34,350;
- iv. Then the STF for one trip would be the average of City's and County's DIF fees, which would be \$17,175;
- v. Then City's portion of the STF for one trip would be \$7,875 or City's DIF fee divided by the total of City's and County's DIF fees ($\$15,750/\$34,350$) multiplied by the STF (\$17,175); and
- vi. Then County's portion of the STF for one trip would be \$9,300 or County's DIF fee divided by the total of City's and County's DIF fees ($\$18,600/\$34,350$) multiplied by the STF (\$17,175).

c. In the event that University does not satisfy University's obligations under this Section for any reason, University shall reduce UCSB enrollment in the immediately following Fall quarter admissions cycle to lower p.m. PHT to the p.m. PHT threshold, which shall be shown by Fall quarter monitoring traffic counts as provided in Section 4.3. In the event that University does not satisfy University's obligations under this Section for any reason, City and County shall be entitled, but not limited, to the equitable remedy of Specific Performance of the obligations set forth pursuant to this Section. The remedies provided in this Subsection are in addition to and not in place of all other remedies provided by law.

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d. If City or County file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any legal challenge to a University decision or an entitlement or approval required by the Commission or other regulatory agency with permitting authority over University, which delays a University housing development as identified, described and analyzed in the 2010 LRDP EIR – i.e., Storke, Ocean Road, Santa Ynez, West Campus, West Campus Mesa, New West Campus, Santa Catalina, and Facilities Management sites – then the p.m. PHT threshold shall be temporarily increased during the pendency of the legal challenge or opposition by an amount equal to the trip generation calculated in the 2010 LRDP EIR for the housing development legally challenged or opposed by City or County. The temporary increase in the p.m. PHT threshold shall remain in effect until litigation is resolved, subject to the following:

i. If the final judicial determination is in University's favor, University shall expeditiously commence the housing project, the completion of which is anticipated to reduce p.m. PHT so as not to exceed the p.m. PHT threshold as demonstrated by monitoring conducted pursuant to Section 4.3. If construction of the housing project does not actually reduce p.m. PHT as provided above, the temporary p.m. PHT threshold increase shall be eliminated and the STF payment for each trip in excess of the p.m. PHT threshold shall be due sixty (60) days thereafter.

ii. If the final judicial determination is in favor of City or County or a third party, University shall take measures to reduce p.m. PHT to the p.m. PHT threshold by any means determined appropriate by University and if such measures do not reduce p.m. PHT to the p.m. PHT threshold within one year of the final judicial determination or the following Fall quarter traffic monitoring period, which ever occurs later, a STF shall be paid by University for each trip in excess of the p.m. PHT threshold within sixty (60) days following the release of monitoring data .

4.5 The parties agree that University's traffic mitigation payment and the STF as set forth in this Article fulfills University's commitment to contribute funding towards its 2010 LRDP

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impacts to the transportation improvements as described and analyzed in City's and County's adopted DIF program for transportation, City's and County's General Plan/Coastal Land Use Plan, County contracted KOA report, and City contracted Dowling and Associates report.

**Article 5 COOPERATION OF THE PARTIES AND IMPLEMENTATION OF THE
2010 LRDP**

5.1 University's obligations under this Agreement shall become effective upon final certification of the 2010 LRDP by the Commission.

5.2 If the growth projected in the 2010 LRDP is substantially modified as a result of Commission review and approval, the parties shall meet within ninety (90) days of the Commission certification in good faith to renegotiate the obligations of University hereunder to address the change in environmental impacts resulting from the 2010 LRDP modification.

5.3 In the event that University purchases additional property within the Goleta Planning Area as identified in Figure 2-3 of City's General Plan/Coastal Land Use Plan for University purposes, University shall negotiate with City and County in good faith to address impacts to public services and public infrastructure resulting from such purchase based on University's intended use of the property.

5.4 University, County, and City shall act in good faith to schedule and participate in an annual meeting to review enrollment, traffic and housing reports and to discuss progress on transportation improvements and development of student, faculty and staff housing. The first such meeting shall occur within six (6) months after approval of the 2010 LRDP by the Commission, at which time the approximate date of future annual meetings shall be mutually agreed upon by the parties.

5.5 In addition to its obligations hereunder, University shall implement all mitigation measures identified in and approved by University as part of the certified 2010 LRDP EIR and any additional conditions required by the Commission.

5.6 University shall confirm and update, as needed, the traffic analysis for individual housing projects programmatically analyzed in the 2010 LRDP EIR.

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5.7 University shall reduce Greenhouse Gas emissions in accordance the emission reduction goals stated in the UCSB Climate Action Plan approved in November, 2009, by the Chancellor's Sustainability Committee, as may be amended from time to time, and any per capita reduction guidelines or regulations applicable to University promulgated by the California Air Resources Board ("CARB").

Article 6 ENFORCEABILITY/EFFECT OF SETTLEMENT

6.1 University, City, and County agree to take all necessary actions to ensure that this Agreement shall be fully enforceable.

6.2 University, City, and County agree that potential legal challenges to the validity of the 2010 LRDP and 2010 LRDP EIR, arising from the matters addressed herein, are fully and finally resolved to the satisfaction of the parties to this Agreement, and that additional CEQA mitigation for Enrollment, Housing and Transportation impacts is not required for the 2010 LRDP.

6.3 Provided that University abides by the provisions hereof, County and City agree to support UCSB's 2010 LRDP before the Commission and to not file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any court action opposing or challenging the validity of any approvals, entitlements, or licenses for approval by the Commission of the 2010 LRDP, including CEQA compliance for the 2010 LRDP. Nothing in this paragraph shall be deemed to prohibit any party from complying with the California Public Records Act (Government Code Sections 6250, *et seq.*) or other applicable law.

6.4 City and County shall consult with University prior to any announcement concerning this Agreement in an effort for the parties to mutually agree upon and prepare a joint press release and hold a joint press conference, if any, announcing this Agreement. If the parties cannot mutually agree on either a joint press release or joint press conference, each is free in its discretion to make any announcement.

Article 7 CITY/COUNTY/UNIVERSITY PARTNERSHIPS

University, City, and County shall meet on a regular basis to explore opportunities for cooperation in the following areas: economic development, grants, public safety, parks and

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recreation, and neighborhood issues relating to UCSB.

Article 8 GOOD-FAITH OBLIGATIONS

City, County, and University agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. City, County and University also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.

Article 9 COMPREHENSION OF AGREEMENT

City, County, and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 10 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 11 NO ADMISSION OF LIABILITY

This Agreement is not an admission of liability by any party to this Agreement to the any other party or to any third party. It is the intent of the parties that this Agreement is a compromise of disputed claims.

Article 12 AUTHORIZATION

City, County, and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

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Article 13 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between City, County, and University with respect to the settlement of all disputes arising or expected to arise out of the adoption of the 2010 LRDP. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 14 EFFECTIVE DATE

This Agreement shall become effective upon full execution by City, County, and University, which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 15 AMENDMENT

Neither this Agreement nor any term, provision or condition hereof may be amended, and no obligation, duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto.

Article 16 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 17 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

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Article 18 DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 19 REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 20 WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 21 TERM

This Agreement shall remain in full force and effect until such time, if any, as the 2010 UCSB LRDP is superseded by a subsequently adopted LRDP.

Article 22 SURVIVAL OF PROVISIONS

Those obligations of the parties which by their nature are intended to survive the termination of this Agreement, including but not limited to the obligation of University to provide housing, shall survive the termination hereof.

Article 23 NOTICE TO PARTIES

Any and all notices or data or other documents required or permitted to be served by one

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party upon the other(s) shall be directed to the following representatives of the parties:

City of Goleta:

City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

County of Santa Barbara:

County Executive Officer
105 East Anapamu Street, Room 406
Santa Barbara, California 93101-2065 **AND TO**

County Director of Long Range Planning
Planning & Development Department
123 East Anapamu Street, 2nd Floor
Santa Barbara, California 93101

University of California, Santa Barbara:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
University of California, Santa Barbara
5105 Cheadle Hall
Santa Barbara, CA 93106
Mail Code 2035

IN WITNESS WHEREOF, City, County, University have caused this Agreement to be executed as of the date last written below.

[signatures on next page]

**2010 UNIVERSITY OF CALIFORNIA, SANTA BARBARA LONG RANGE
DEVELOPMENT PLAN MITIGATION IMPLEMENTATION
AND SETTLEMENT AGREEMENT**

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Deputy

By: _____
Risk Program Administrator

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

CITY OF GOLETA

Dan Singer, City Manager

Date: _____

APPROVED AS TO FORM:

Tim Giles, City Attorney

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Date: _____

Approved as to form:
Counsel to the Regents

By: _____

Attachment A

Traffic Mitigation Payments

County Traffic Mitigation Payments		
Project Description	Traffic Mitigation Payment	Redistribution Restricted
Los Carneros/Mesa Road Intersection Improvements	\$978,661	Yes
Los Carneros Widening: El Colegio to City Limit	\$1,935,990	Yes
Storke Road Widening: El Colegio to City Limit	\$204,667	Yes
County Total	\$3,119,318	

City Traffic Mitigation Payments		
Project Description	Traffic Mitigation Payment	Redistribution Restricted
Storke Road: Hollister to SB-Ramps	\$77,375	No
Storke Road: Phelps Rd to City Limit	\$1,165,918	Yes
Los Carneros Road: Hollister to City Limit	\$1,134,667	Yes
Hollister Avenue Redesign Project	\$130,677	No
South Fairview Avenue Project	\$181,732	No
Los Carneros Road at Calle Koral	\$24,671	No
Fairview/Calle Real Intersection	\$8,434	No
Fairview/HWY101 SB-Ramp	\$164,130	No
Fairview/HWY101 NB-Ramp	\$398,968	No
Hollister/Patterson Intersection	\$103,562	No
Los Carneros/HWY101 SB-Ramp	\$889,135	No
Hollister/Storke Intersection	\$157,449	No
Patterson/HWY101 SB-Ramp	\$45,188	No
Patterson/HWY101 NB-Ramp	\$151,178	No
Hollister/Kellogg Intersection	\$2,767	No
Hollister/Pacific Oaks Intersection	\$2,532	No

Los Carneros/Calle Real	\$22,377	No
Glen Annie/Hwy 101 NB Ramps	\$27,561	No
Los Carneros/Hollister Intersection	\$69,728	No
Hollister/SR-217 SB-Ramp	\$740,708	No
Hollister/SR-217 NB-Ramp	\$604,549	No
Hollister/Canon Green Intersection	\$5,611	No
La Patera Overcrossing	\$625,995	No
Ellwood Station Overcrossing	\$504,283	No
Ekwill Road Extension	\$695,943	No
Fowler Road Extension	\$573,077	No
Phelps Road Extension	\$344,713	Yes
Overpass Road Extension	\$24,227	No
City Total:	\$8,877,155	

Attachment B

Transportation Monitoring Program

B-1 Purpose

a. The purpose of this monitoring program is to measure traffic growth at UCSB resulting from the 2010 LRDP.

B-2 Monitoring Overview

a. All monitoring set forth herein shall be paid by University, unless stated otherwise herein.

b. Traffic counts shall begin as set forth in Section 4.3(b) and shall be conducted by a mutually-agreed upon third party traffic engineer as follows:

i. Each Fall in every other year until 1,800 p.m. PHT over the p.m. PHT baseline are observed to occur; and

ii. Each Fall in every year thereafter.

c. Traffic counts shall be conducted between the 3rd and 8th weeks of the Fall quarter. Every effort shall be made to conduct traffic counts during the 3rd and 4th weeks of the Fall quarter to allow for a timely re-count if an anomaly occurs during data collection. If a re-count is needed and cannot be conducted during the Fall quarter, traffic counts shall be conducted between the 3rd and 8th weeks of the winter quarter.

d. Traffic counts shall be conducted at the four (4) University gateways existing as of the Effective Date of this Agreement, including three (3) on the Main Campus and one (1) on the West Campus as shown as numbers 1, 2, 3, and 4 on the map provided below. The location of the traffic count shall capture all vehicles traveling to and from the Main and West Campuses.

e. Traffic counts shall be conducted at the new (not existing as of the Effective Date of this Agreement) east-west Main Campus gateway proposed to be constructed as part of the 2010 LRDP as shown as number 5 on the map provided below, and any additional gateways not existing as of the Effective Date of this Agreement providing access to the Main or West Campus.

f. Traffic counts shall be conducted under typical Fall quarter traffic conditions which are as follows: UCSB classes are in session for the entire week (Monday-Friday), no extraordinary special events are occurring on campus, no temporary or extraordinary traffic demand management (TDM) programs are being employed, no road construction effecting the locations at which the traffic counts are conducted, moderate weather conditions exist (e.g., no rain), and regularly scheduled transit service is provided (e.g., no driver strikes).

g. Should temporary conditions arise that result in anomalous or erroneous p.m. PHT measurements (e.g., bus strike, hose counter failure, etc.) as determined upon mutual agreement of all parties, new traffic counts shall be conducted to collect reliable and appropriate data within thirty (30) days of the initial traffic counts. If there is a dispute regarding the validity of the traffic count data, the party disputing the data shall pay for any recount requested, unless the Traffic Engineer agrees that the data is anomalous or erroneous. If the Traffic Engineer agrees that the data is anomalous or erroneous, University shall conduct a recount at its expense.

B-3 Traffic Count Calculation

Traffic counts shall be calculated as follows:

- a. **Main Campus Traffic Growth.** At each Main Campus gateway (e.g., numbers 1, 2, and 3 on the map provided below), traffic counts shall be conducted during the monitoring period. The peak hour traffic count of each day of the monitoring period at a specific Main Campus gateway shall be averaged to determine the p.m. PHT at that Main Campus gateway. The high and low peak hour traffic count shall be excluded from the averaging. The p.m. PHT at each campus gateway shall be summed to obtain the total p.m. PHT to and from the Main Campus during the monitoring period.
- b. **West Campus Traffic Growth.** At each West Campus gateway (e.g., number 4 on the map provided below), traffic counts shall be conducted during the monitoring period. The peak hour traffic count of each day of the monitoring period at a specific West Campus gateway shall be averaged to determine the p.m. PHT at that West Campus gateway. The high and low peak hour traffic count shall be excluded from the averaging.
- c. **Total Campus Traffic Growth.** The total traffic count shall be the sum of traffic counts calculated pursuant to Section B-3(a) and (b). The total traffic count shall be compared to the p.m. PHT baseline to determine the number of new p.m. PHT over the p.m. PHT baseline traveling through the campus gateways. As an example, Table 1 presents the total traffic count for the p.m. PHT baseline.

Table 1 (Sample Calculation) Total p.m. PHT at Main Campus and West Campus Gateways (from Table 4.13-23 of the 2010 LRDP EIR)			
Gateway	PM Peak Hour		
	Entering	Exiting	Percent
East Gate - Highway 217	510	1,130	43%
West Gate – El Colegio Road	620	650	34%
North Gate - Mesa Road	180	480	18%
West Campus – Devereux Road	120	80	5%
Total	1,430	2,340	100%

- d. **Cut-through Traffic.** Upon total campus traffic growth exceeding 2,100 p.m. PHT, a survey shall be conducted each Fall quarter thereafter to separate vehicles traveling to and from the Main Campus from vehicles traveling through the Main Campus.
 - i. The survey shall be conducted during the monitoring period on any two (2) of the following days: Tuesday, Wednesday, or Thursday.
 - ii. To determine the amount of cut-through traffic, the survey shall be conducted during the p.m. PHT period at each Main Campus gateway (e.g., numbers 1, 2, and 3 on the map provided below).
 - iii. The survey consists of recording vehicle license plate numbers and time of day for each vehicle entering or exiting the Main Campus using a methodology (e.g., video) acceptable to the Transportation Sub-Committee. Vehicles entering one Main Campus gateway and exiting another Main Campus gateway within the average travel time for vehicles traveling along that route are identified as a cut-through trip. The average travel time between each of the Main Campus gateways shall be based on field

data and reported along with the results of the survey. As an example, Table 2 presents the results of the survey from the 2010 LRDP.

Table 2 (Sample Calculation) Main Campus Cut-Through Traffic <i>(from Table 4.13-24 of the 2010 LRDP EIR)</i>				
Time Period	North Gate to East Gate	West Gate to East Gate	East Gate to North Gate	East Gate to West Gate
PM Peak Hour	36 vehicles	159 vehicles	48 vehicles	94 vehicles
Note: Results based survey conducted in 2007. North Gate = Mesa Road, East Gate = Hwy. 217, West Gate = El Colegio Road.				

iv. The number of cut-through vehicles shall be subtracted from the total p.m. PHT of the Main Campus gateways. As an example, Table 3 presents the total p.m. PHT for the three Main Campus gateways, subtracting the cut-through vehicles, and resulting in the baseline trip generation for the Main Campus gateways.

Table 3 (Sample Calculation) PM Peak Hour Main Campus Baseline			
Volume	IN	OUT	TOTAL
Total Traffic Volume	1,310	2,260	3,570
Cut-Through Traffic	337	337	674
UCSB Main Campus Trips	973	1,923	2,896

e. Housing (Outside Main/West Campus) Traffic Growth.

i. Traffic counts shall be conducted during the monitoring period at each entrance and exit of new housing facilities constructed pursuant to the 2010 LRDP located outside of the Main Campus and West Campus (i.e., Storke, Santa Inez, Santa Catalina). The peak hour traffic count of each day of the monitoring period at a specific housing facility shall be averaged to determine the p.m. PHT at that new housing facility. The high and low peak hour traffic count shall be excluded from the averaging.

ii. Traffic counts shall be conducted during the monitoring period at each entrance and exit of housing facilities that exist as of the Effective Date of this Agreement located outside of the Main Campus and West Campus (e.g., Storke Campus housing) that have increased in "bed" capacity by more than ten percent (10%) or fifty (50) "beds" to accommodate student, faculty or staff growth proposed in the 2010 LRDP as compared to the 2010 LRDP baseline. The peak hour traffic count of each day of the monitoring period at a specific housing facility shall be averaged to determine the p.m. PHT at that housing facility.

f. Total UCSB Traffic Growth. The p.m. PHT of the Main Campus, West Campus, and housing facilities during each monitoring period shall be compared to p.m. PHT baseline established in the 2010 LRDP to determine the total UCSB traffic growth. As an

example, Table 5 presents the calculation of the p.m. PHT baseline. A similar table shall be provided following each monitoring period to illustrate traffic growth at UCSB.

Table 4 LRDP Baseline Trip Generation	
UCSB Baseline Monitoring Locations	UCSB Baseline p.m. PHT
Main Campus	
<i>Total Gateway Volume</i>	<i>3,570</i>
<i>Cut-Through Trips</i>	<i>674</i>
Main Campus Trips	2,896
West Campus Trips	200
Storke Campus Housing Trips	674*
Total	3,770
* Baseline traffic count for Storke Campus Housing Trips were estimated based on 2010 LRDP trip generation study and not on actual traffic counts.	