

MEMORANDUM OF UNDERSTANDING

Between the
City of Goleta
and the
County of Santa Barbara
for
San Jose Creek Multipurpose Path - Obern Trail to City Limits

This Memorandum of Understanding (MOU) is made by and between the City of Goleta (CITY) and the County of Santa Barbara (COUNTY) herein referred to collectively as PARTIES, to define maintenance responsibilities for the San Jose Creek Bike Path (PROJECT).

WHEREAS, in 2019 the CITY received a State Active Transportation Plan grant to design and construct the San Jose Creek Multipurpose Path Northern and Southern Segments from Calle Real to the Obern Trail; and

WHEREAS, the path will serve residents of the CITY, COUNTY, and region to provide an interconnected trail system across the region; and

WHEREAS, the California Department of Transportation (CALTRANS) requires a Freeway Maintenance Agreement for work performed in its right of way; and

WHEREAS, CALTRANS delegates maintenance responsibility within its right of way to agencies constructing multimodal improvements in its right of way; and

WHEREAS, the CITY will be responsible for these delegated responsibilities within the County area northwest of State Route 217 adjacent to CITY roads;

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 is located in the incorporated City of Goleta and unincorporated part of Santa Barbara County. Elements of the project are within the State's right of way along State Route 217 (SR 217). The project will interconnect regional multiuse paths and create a major north/south corridor for active transportation in the area. The portion of the path covered by this agreement begins at the Obern Trail south of SR217, north of the SR 217 bridge over San Jose Creek, and crosses under the SR 217 highway to an alignment adjacent to SR217 between the highway and San Jose Creek

3. Term and Termination

TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in TERMINATION.

TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES.

4. Scope of Services and Roles and Responsibilities

PARTIES shall agree to complete WORK as described herein and where shown in **Exhibit A**.

- a. As the Implementing Agency, CITY shall be responsible for maintaining all elements covered by the Freeway Maintenance Agreement relating specifically and only to components of the San Jose Creek Multipurpose Path between the CALTRANS and the COUNTY in the COUNTY jurisdictional area shown in Exhibit A from the undercrossing north and east to CITY limits.
- b. COUNTY shall be responsible for maintaining all elements covered by the Freeway Maintenance Agreement between the CALTRANS and the COUNTY in the COUNTY jurisdictional area south of the undercrossing shown in Exhibit A.

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

MUTUAL INDEMNIFICATION

COUNTY shall defend, indemnify and save harmless CITY, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this MOU or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the COUNTY or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of CITY.

COUNTY shall notify the CITY immediately in the event of any accident or injury arising out of or in connection with this MOU.


CITY shall defend, indemnify and save harmless the COUNTY, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this MOU or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CITY or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of COUNTY.

CITY shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this MOU.

ATTACHMENTS: Exhibit A- project area and delineation of responsibility areas

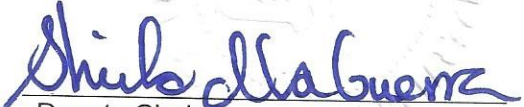
COUNTY OF SANTA BARBARA



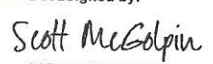

Mr. Steve Lavagnino
Chair, Board of Supervisors

1-9-24
Date:

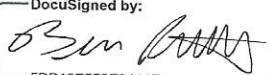
ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board


Deputy Clerk

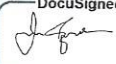
RECOMMENDED FOR APPROVAL

DocuSigned by:

2C7CB1830C5741E
Scott D. McGolpin
Director of Public Works


APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel
DocuSigned by:

5DB10E553F3444E
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
Auditor-Controller
DocuSigned by:

6BAAEA15901943E
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Manager
DocuSigned by:

DC240AC1E64247D

CITY OF GOLETA

DocuSigned by:

Robert Nisset

Robert Nisset
City Manager

12/5/2023

Date:

ATTEST:

DocuSigned by:

Deborah Lopez

Deborah Lopez
City Clerk

**APPROVED AS TO FORM &
PROCEDURE**

DocuSigned by:

Megan Garibaldi

Megan Garibaldi
City Attorney

EXHIBIT A
Santa Barbara County and City of Goleta Maintenance Agreement

