

MEMORANDUM OF UNDERSTANDING
between
Santa Barbara County Association of Governments,
and the
County of Santa Barbara
for the
Zero Emission Vehicle Infrastructure Project: County of Santa Barbara

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara County Association of Governments (SBCAG) and the County of Santa Barbara (COUNTY), herein referred to collectively as PARTIES.

WHEREAS, in June 2023, SBCAG and the California Department of Transportation (CALTRANS) were awarded funding for several projects including the Zero Emission Vehicle Infrastructure Project: County of Santa Barbara (PROJECT) by the California Transportation Commission (CTC). The award of funding was based on applications submitted identifying SBCAG and CALTRANS as sponsors and COUNTY as the implementing agency.

WHEREAS, the award of funding from the CTC Cycle 3 for the PROJECT, among several other projects funded, comes from Senate Bill 1 funds for the Solutions for Congested Corridors (SCCP) program.

WHEREAS, a requirement for receiving SCCP funds is that applicants, sponsors and implementing agencies named in application by SBCAG and CALTRANS, execute a baseline agreement (SB 1 BASELINE AGREEMENT) with the CTC.

WHEREAS, COUNTY was named the implementing agency for the PROJECT and consequently is required to enter SB1 BASELINE AGREEMENT, along with SBCAG and CALTRANS.

WHEREAS, under the SB 1 BASELINE AGREEMENT, SBCAG is to receive SCCP funds for the PROJECT, and COUNTY as the implementing agency will be responsible for completing the PROJECT.

WHEREAS, SBCAG and COUNTY have agreed to enter into a MOU to document funding and implementation efforts for the PROJECT and ensure that all phases of the PROJECT, included the Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimates (PS&E), and Construction (CON) phases are completed.

WHEREAS, this MOU represents the desire of PARTIES to define roles, responsibilities and deliverables related to the PROJECT described above.

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. Description of PROJECT

This project will install Zero Emission Vehicle chargers at two existing charging locations and one new location in Santa Barbara County as identified in Exhibit B as attached hereto and incorporated herein by this reference. Two chargers will be installed at the following two locations: Summerland Lookout Park and Rincon Park, where existing chargers will be

upgraded. At least one of the two chargers at each of these locations will be a DC Fast Charger. At Santa Claus Lane four chargers will be installed, and these will be new installations. At least one of the four chargers at Santa Claus Lane will be a DC Fast Charger..

3. Need and Support

The following actions define the need and support for the PROJECT:

- A. It has long been a goal of SBCAG and CALTRANS, to support multi-modal opportunities and enhancements to improve mobility and/or promote more modes in the Highway 101 Corridor, and the PROJECT meets those goals.
- B. SBCAG and COUNTY have a SB1 BASELINE AGREEMENT with the CTC to deliver PROJECT with funding provided in part from the SCCP program.

4. Term

The term of this MOU shall commence as of the date of execution by PARTIES and shall extend through June 30, 2027 unless otherwise modified or earlier terminated.

5. Scope of Services and Roles and Responsibilities

PARTIES agree to the roles and responsibilities outlined in Exhibit C "Scope of Services ("WORK")" as attached hereto and incorporated by this reference, and herein referred to as WORK.

6. Funding and Invoicing

PARTIES agree to the funding identified in Exhibit D, as attached hereto and incorporated herein by reference. The PARTIES agree:

- A. SBCAG will contribute \$325,000 in SCCP funding for the Construction phase.
- B. SBCAG will contribute \$60,000 in RSTP funding for the Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimates (PS&E) phases.
- C. SBCAG will not bill any labor for its own staff costs attributable to the PROJECT.
- D. COUNTY shall submit invoices for reimbursement to SBCAG on a monthly basis for WORK performed and/or led by COUNTY. Invoices shall contain sufficient detail to enable an audit of the charges and be accompanied by backup documentation regarding monthly PROJECT WORK.
- E. SBCAG will provide reimbursement to COUNTY within 30 days of receipt a correct and complete invoice as described above for all eligible costs. SBCAG shall reimburse COUNTY prior to seeking reimbursement from CALTRANS.
- F. SBCAG will evaluate and determine the eligibility of PROJECT expenditures submitted for reimbursement. Eligibility will be pursuant to the original descriptions contained in the application for PROJECT and the Project Programming Request (PPR) that was submitted with the SB 1 BASELINE AGREEMENT, as attached hereto as Exhibits E and F and incorporated by this reference. If CALTRANS rejects reimbursements COUNTY agrees to properly return such funds to SBCAG.
- G. If at any time it is determined that the cost to complete the PROJECT is anticipated to exceed the total funding shown in Exhibit D, SBCAG and COUNTY shall meet and confer to determine a course of action and may amend the MOU in accordance with the amendment provisions of this MOU.

7. Reporting

- A. COUNTY will lead reporting effort required for PROJECT through online tool called

Cal Smart and coordinate with SBCAG on progress of deliverables, expenditures, and corrective actions if necessary.

- B. PARTIES agree to work together to complete WORK within the timeframe in COUNTY'S construction contract with CONTRACTOR. COUNTY will continue to coordinate on milestones in Exhibit E with SBCAG in order for SBCAG to report on progress to meet SCCP FUNDING requirements

8. Other Parties of Interest

PARTIES do not intend this MOU to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this MOU. COUNTY will coordinate internally among its various departments that may be involved in this PROJECT.

9. Designated Representatives & Notices

PARTIES shall establish a Designated Representative for administering the work to be completed under this MOU for the PROJECT. 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	Garrett Wong County of Santa Barbara Community Services Department 123 East Anapamu Santa Barbara, CA 93101 gwong@countyofsb.org
SBCAG	Fred Luna SBCAG Director of Project Development and Construction 260 North San Antonio Road, 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.

10. Issue Resolution

It is the intent of PARTIES to resolve issues that may arise during the completion of WORK under this MOU at the lowest level possible. However, it is agreed that certain issues may need to be elevated to obtain a resolution. Below is a tiered description of how issues shall be resolved by PARTIES. COUNTY and SBCAG agree to meet during the course of the PROJECT to discuss progress and issues as a Project Development Team (PDT). Members of the PDT shall include SBCAG and COUNTY.

Level 1 - PDT. The PDT shall be charged with the responsibility for resolving issues that arise during performance of WORK when consensus cannot be reached. Issues regarding scope, cost, or schedule that do not demand action for additional budget authority shall be attempted to be resolved by the PDT. The PDT will review the project issue, develop and discuss options for resolution, and reach consensus on an approach. If consensus cannot be reached, the PDT will agree to elevate the issue to Level 2.

Level 2 - Management. The PDT will convene a meeting of Level 2 - Management when an issue cannot be resolved by the PDT in Level 1. Level 2 Management members will include the Project Manager for SBCAG and the Community Services Department Sustainability Division Chief for COUNTY.

Level 3 - Executive Management. Any issue not resolved at Level 2, will be submitted for consideration at a meeting to be held by Level 3 - Executive Management members from PARTIES. Level 3 Executive Management members will include the Executive Director for SBCAG and the Community Services Director for COUNTY.

11. Indemnification and Non-Partnership

PARTIES agree to the provisions outlined in Exhibit A as attached hereto and incorporated herein by reference.

12. Entire MOU and Amendments

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the PARTIES and there have been no promises, representations, agreements, warranties or undertakings by any of the PARTIES, 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 PARTIES to this MOU and by no other means. Each PARTY waives their 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.

13. Termination

This MOU may be terminated by either PARTY for convenience or otherwise upon thirty (30) days of written notification to the other.

14. California Law and Jurisdiction

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 Santa Barbara County, if in federal court.

15. Compliance with Law

Each PARTY shall, at its sole cost and expense, comply with all SBCAG, Local, State, and Federal ordinances, statutes, regulations, and Presidential or Executive Orders now in force or which may hereafter be in force with regard to this MOU.

16. 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 PARTIES shall preserve undestroyed, shall together constitute one and the same instrument.

17. Authority

All signatories and PARTIES 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.

18. Precedence

In the event of conflict between the provisions contained in other Agreements in existence as of the effective date of this MOUs between the PARTIES, the provisions contained herein control with respect to the PROJECT.

In the event of conflict between provisions contained in the numbered sections of this MOU and the provisions contained in the Exhibits, the provisions in the numbered section shall prevail over those in the Exhibits.

19. Debarment and Suspension

Each PARTY certifies to the other PARTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. Each PARTY also certifies to each other that it shall not contract with a consultant, contractor, or subcontractor that is so debarred or suspended.

20. No Publicity or Endorsement

Neither PARTY shall use the other PARTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials, unless otherwise required. Neither PARTY will use each other's name or logo in any manner that would give the appearance that the one is endorsing the other. Neither PARTY shall in any way contract on behalf of or in the name of the other PARTY. Neither PARTY shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other PARTY or its projects without obtaining the prior written approval of the other PARTY.

21. Property and Information

The PARTY providing property, documents, and information for use in connection with the services shall remain the property of that PARTY. Both PARTIES shall return any such items whenever requested by the other PARTY. Each PARTY may use such items only in connection with providing the services. Neither PARTY will disseminate any of the other PARTY's property, documents, or information without prior written consent.

22. Records, Audit, And Review

COUNTY shall keep and maintain business records pursuant to this MOU for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during COUNTY's regular business hours or upon reasonable notice. In addition, if this MOU exceeds ten thousand dollars (\$10,000.00) COUNTY shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the MOU (Cal. Govt. Code section 8546.7). COUNTY shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state, or other regulatory audit exceptions are made relating to this MOU, COUNTY shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the

community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, COUNTY shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

23. Nondiscrimination

COUNTY shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR) Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this MOU, the COUNTY, for itself, its assignees and successors in interest agrees as follows:

- a) **Compliance with Regulations.** COUNTY shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this MOU.
- b) **Nondiscrimination.** The COUNTY and its consultant(s), contractor(s), or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the COUNTY to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy as SBCAG deems appropriate. COUNTY, with regard to the WORK performed by it during the MOU, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of consultants, contractors, or subcontractors, including procurement of materials and leases of equipment. COUNTY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- c) **Solicitations for consultant, contractor, or subcontractor including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by COUNTY for WORK to be performed, including procurement of materials or leases of equipment, each potential consultant, contractor, or subcontractor shall be notified by COUNTY of COUNTY's obligations under this MOU, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d) **Information and Reports.** COUNTY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, COUNTY shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance.** In the event of COUNTY's noncompliance with the nondiscrimination provisions of this MOU, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to COUNTY under this MOU until COUNTY complies, and/or
 - ii. Cancellation, termination or suspension of the MOU in whole or in part.

24. Consultants, Contractors, or Subcontractors

COUNTY is authorized to retain subcontractors, consultants, contractor, and/or to perform WORK under this MOU. COUNTY shall be fully responsible for all WORK performed by its consultants, contractor, and/or subcontractors. COUNTY shall secure from its consultants, contractor, and/or subcontractors all rights for SBCAG in this MOU, including audit rights. All contractors shall be subject to Title 2, Code of Federal Regulations, Part 200 procurement provisions, if federal funds are authorized for use. In awarding contracts, as may be applicable, COUNTY will comply with the California Public Contract Code, California Prevailing Wage, and Labor Code requirements.

25. 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.

26. 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.

27. Remedies Not Exclusive

No remedy herein conferred upon or reserved to either PARTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

28. Exemption

Each PARTY's obligations under this MOU are subject to the appropriation of resources by the State Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC), and each PARTY's governing body.

29. Conflict of Interest

The PARTIES covenant that they presently have 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. CITY agrees to promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG in writing.

30. Section Headings

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

31. No Waiver of Default

No delay or omission of any of the PARTIES to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU shall be exercised from time to time and as often as may be deemed expedient.

32. Successors and Assigns

All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

33. Administrative Amendments

The SBCAG Executive Director, or designee, is authorized to make immaterial amendments to the MOU such as updating the Designated Representatives, updating addresses for notices, or other clerical error corrections which will not result in a material change to the MOU, Statement of Work, or total MOU amount, in accordance with the amendment provision in this MOU and upon review and concurrence by legal counsel.

[This area left intentionally blank. Signatures on the following pages.]

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



SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
A Joint Powers Authority

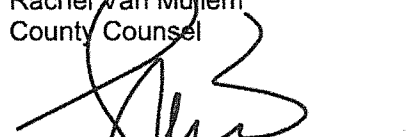

Jenelle Osborne
Char, SBCAG Board of Directors

11.16.23
Date

ATTEST:


Marjie Kinn
Executive Director
Clerk of the Board

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel


Deputy County Counsel

[Signatures continue on following page.]

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



COUNTY OF SANTA BARBARA

Das Williams
Chair, Board of Supervisors

Date: 12-12-23

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:
RECOMMENDED FOR APPROVAL

DocuSigned by:

George Chapjian
Director of Community Services

Approved as to Form:
Rachel Van Mullem
County Counsel

DocuSigned by:

By:
Deputy County Counsel

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

DocuSigned by:

By:
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Deputy

Approved as to Form:
Gregory Milligan
Risk Manager

DocuSigned by:

By:
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EXHIBIT A

MUTUAL INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, 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 party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties 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 parties under this MOU.

NON-PARTNERSHIP

This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth here.

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Exhibit B
Map of PROJECT

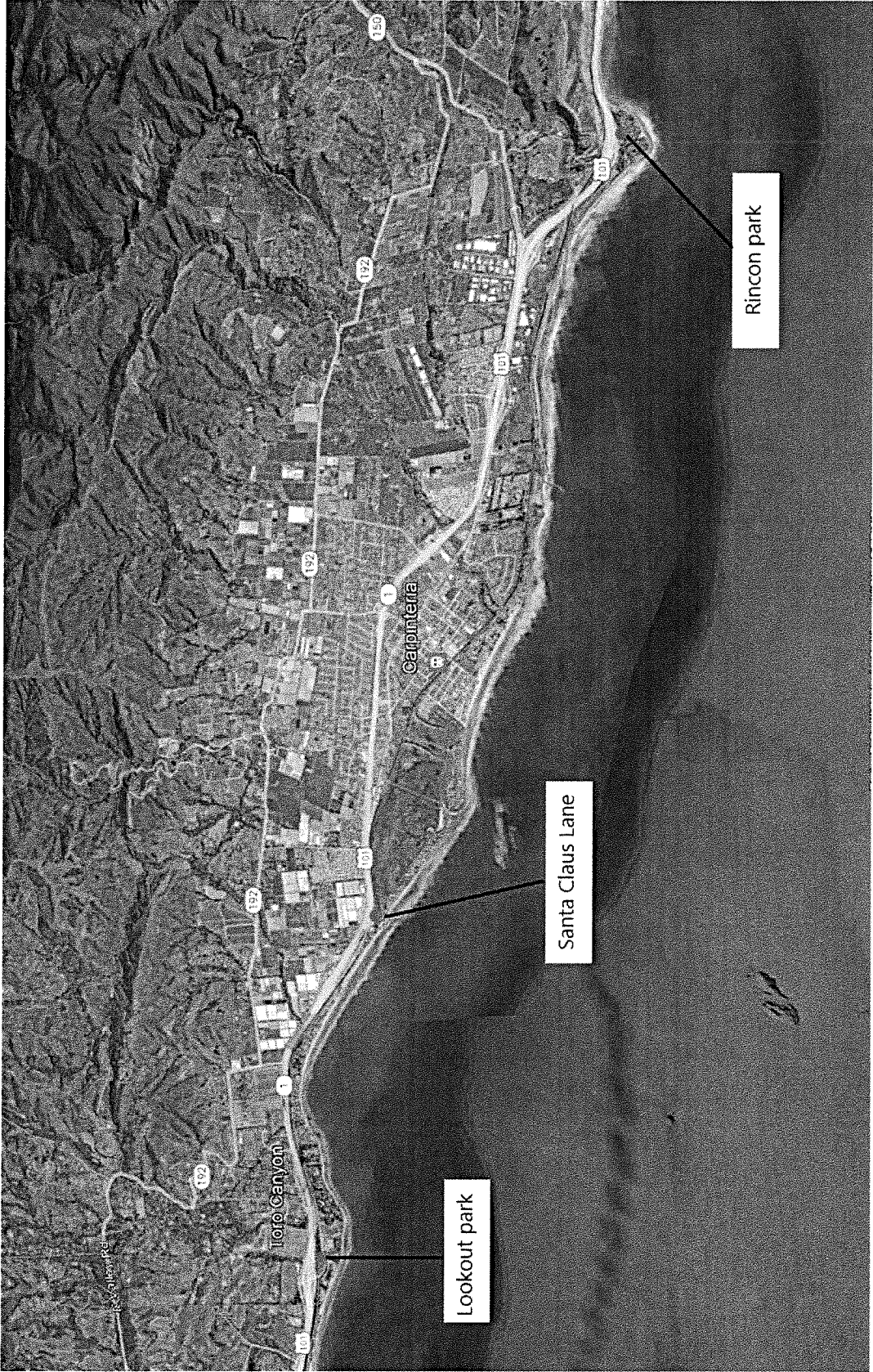


Exhibit C

Scope of Services ("WORK")

PARTIES shall complete the tasks for the following PROJECT WORK as identified in the table below.

TASK	COUNTY	SBCAG
Environmental Phase	L	
Preliminary Engineering and Design	L	
Detailed Design and Capital Cost Estimates	L	
Right of Way Support and Acquisition	L	
Permits and Mitigations	L	
Utility Relocations	L	
Fund Administration		L
Funding Reporting and Invoicing	L	S
Public Outreach	L	
Construction Bidding	L	
Construction Administration	L	
Construction Closeout	L	
Project Closeout	L	S

LEGEND:

<u>Symbol</u>	<u>Description</u>
S	Shared responsibility among PARTIES
L	Lead Agency is the implementing agency responsible for completing all WORK.

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Exhibit D PROJECT Funding

PARTIES, in accordance with the provisions of this MOU, hereby agree that the funding table below represents the funding provided for the WORK, as defined in Section 5. COUNTY is responsible for completion of WORK in accordance with Exhibit C.

PROJECT Phase	PARTY Responsible for Implementing	PARTY Responsible for funding	Total Cost and Funding		
			SCCP	RSTP	Totals
PA&ED	COUNTY	SBCAG	\$0	\$10,000	\$10,000
PS&E	COUNTY	SBCAG	\$0	\$50,000	\$50,000
CON	COUNTY	SBCAG	\$325,000	\$0	\$325,000
Totals			\$325,000	\$60,000	\$385,000

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Exhibit E

COVER PAGE

Project Programming Request (PPR)

The attached PPR is set forth on the State of California, Department of Transportation, Project Programming Request form PRG-0010 (REV 08/2020), with PPR ID ePPR-6090-2023-0005 v1, and is a total of 7 pages.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
 PRG-0010 (REV 08/2020)

PPR ID

ePPR-6090-2023-0005 v1

Amendment (Existing Project) ☐ YES ☐ NO					Date	11/02/2023 15:39:20
Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☐ TCEP ☐ STIP ☐ Other						
District	EA	Project ID	PPNO	Nominating Agency		
05			3203	Santa Barbara County Association of Governments		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
Santa Barbara Coun				Caltrans HQ		
				MPO	Element	
				SBCAG	Local Assistance	
Project Manager/Contact			Phone	Email Address		
Fred Luna			805-961-8926	fluna@sbcag.org		

Project Title

Zero Emission Vehicle Infrastructure: County of Santa Barbara

Location (Project Limits), Description (Scope of Work)

This project will install Zero Emission Vehicle chargers at two existing charging locations and one new location in Santa Barbara County. Two chargers will be installed at the following two locations: Summerland Lookout Park and Rincon Park, where existing chargers will be upgraded. At least one of the two chargers at each of these locations will be a DC Fast Charger. At Santa Claus Lane, four chargers will be installed, and these will be new installations. At least one of the four chargers at Santa Claus Lane will be a DC Fast Charger.

Component	Implementing Agency		
PA&ED	Santa Barbara County		
PS&E	Santa Barbara County		
Right of Way	Santa Barbara County		
Construction	Santa Barbara County		
Legislative Districts			
Assembly:	37	Senate:	19
		Congressional:	24
Project Milestone		Existing	Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase		07/01/2023	07/01/2023
Circulate Draft Environmental Document	Document Type CE	10/01/2023	10/01/2023
Draft Project Report		10/31/2023	10/31/2023
End Environmental Phase (PA&ED Milestone)		10/31/2023	10/31/2023
Begin Design (PS&E) Phase		10/01/2023	10/01/2023
End Design Phase (Ready to List for Advertisement Milestone)		12/15/2023	12/15/2023
Begin Right of Way Phase		10/01/2023	10/01/2023
End Right of Way Phase (Right of Way Certification Milestone)		12/15/2023	12/15/2023
Begin Construction Phase (Contract Award Milestone)		03/15/2022	03/15/2023
End Construction Phase (Construction Contract Acceptance Milestone)		12/30/2024	12/30/2024
Begin Closeout Phase		01/31/2025	01/31/2025
End Closeout Phase (Closeout Report)		01/31/2026	01/31/2026

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
PRG-0010 (REV 08/2020)PPR ID
ePPR-6090-2023-0005 v1

Date 11/02/2023 15:39:20

Purpose and Need

The purpose of this project is to help expand the network of publicly available electric vehicle chargers along the corridor. Implementing ZEV infrastructure is needed to sustain California's transition to electric vehicles by 2045, as per Governor Newsom's Executive Order N-79-20. The project will expand the Zero Emission Vehicle (ZEV) network to help accelerate the adoption of ZEV use among Californians. It will provide an additional option for transportation that promote sustainability to reduce impacts on the environment. The project meets SB1 goals of improving mobility and mobility options for travel in the corridor and addressing climate change.

At a regional level, the project will continue to increase the number of available options for ZEV charging to meet future demands. The project locations have been identified to provide synergy with other modal projects being implemented by SBCAG and its local partners.

NHS Improvements ☐ YES ☐ NO Roadway Class NA Reversible Lane Analysis ☐ YES ☐ NOInc. Sustainable Communities Strategy Goals ☐ YES ☐ NO Reduce Greenhouse Gas Emissions ☐ YES ☐ NO**Project Outputs**

Category	Outputs	Unit	Total
Facilities	Facility Improvement	EA	6

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
PRG-0010 (REV 08/2020)

PPR ID
ePPR-6090-2023-0005 v1

Date 11/02/2023 15:39:20

Additional Information

Outputs state "Facility improvement", the specific improvements are Zero Emission Vehicle chargers.

Performance measures for this project are the same as the Zero Emission Vehicle Infrastructure: City of Santa Barbara project. The projects are combined in the Benefit Cost analysis since their only difference is the implementing agency.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
 PRG-0010 (REV 08/2020)

PPR ID
 ePPR-6090-2023-0005 v1

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	LPPC, SCCP, LPPF	Change in Daily Vehicle Miles Travelled	Miles	0	0	0
			VTM per Capita	0	0	0
	LPPC, SCCP, LPPF	Person Hours of Travel Time Saved (Only 'Change' required)	Person Hours	0	0	0
			Hours per Capita	0	0	0
System Reliability (Freight)	LPPC, SCCP, LPPF	Peak Period Travel Time Reliability Index (Only 'No Build' Required)	Index	0	0	0
	LPPC, SCCP, LPPF	Level of Transit Delay (if required)	% "On-time"	0	0	0
Air Quality & GHG (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Particulate Matter	PM 2.5 Tons	0	0	0
			PM 10 Tons	0	0.01	-0.01
	LPPC, SCCP, TCEP, LPPF	Carbon Dioxide (CO2)	Tons	0	318.09	-318.09
	LPPC, SCCP, TCEP, LPPF	Volatile Organic Compounds (VOC)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Sulphur Dioxides (SOx)	Tons	0	0	0
	LPPC, SCCP, TCEP, LPPF	Carbon Monoxide (CO)	Tons	0	1.7	-1.7
	LPPC, SCCP, TCEP, LPPF	Nitrogen Oxides (NOx)	Tons	0	0.16	-0.16
Safety	LPPC, SCCP, TCEP, LPPF	Number of Fatalities	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Fatalities per 100 Million VMT	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries	Number	0	0	0
	LPPC, SCCP, TCEP, LPPF	Number of Serious Injuries per 100 Million VMT	Number	0	0	0
Economic Development	LPPC, SCCP, TCEP, LPPF	Jobs Created (Only 'Build' Required)	Number	0	0	0
Cost Effectiveness (only 'Change' required)	LPPC, SCCP, TCEP, LPPF	Cost Benefit Ratio	Ratio	27.78	0	27.78
Vehicle Volume	LPPC, LPPF, SCCP	Existing Average Annual Vehicle Volume on Project Segment	Number	0	0	0
	LPPC, LPPF, SCCP	Estimated Year 20 Average Annual Vehicle Volume on Project Segment with Project	Number	0	0	0

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
 PRG-0010 (REV 08/2020)

PPR ID
 ePPR-6090-2023-0005 v1

District	County	Route	EA	Project ID	PPNO
05	Santa Barbara County				3203

Project Title

Zero Emission Vehicle Infrastructure: County of Santa Barbara

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)		10						10	Santa Barbara County
PS&E		40						40	Santa Barbara County
R/W SUP (CT)									Santa Barbara County
CON SUP (CT)									Santa Barbara County
R/W									Santa Barbara County
CON		325						325	Santa Barbara County
TOTAL		375						375	

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)		10						10	
PS&E		40						40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		325						325	
TOTAL		375						375	

Fund #1:	State SB1 SCCP - Solution for Congested Corridors Program (Committed)								Program Code
	Existing Funding (\$1,000s)								20.30.210.350
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		325						325	
TOTAL		325						325	

Proposed Funding (\$1,000s)									Notes
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		325						325	
TOTAL		325						325	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
 PRG-0010 (REV 08/2020)

PPR ID
 ePPR-6090-2023-0005 v1

Fund #2:	RSTP - STP Local (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.010.810
Component	Prior	23-24	24-25	25-26	26-27	27-28	28-29+	Total	Funding Agency
E&P (PA&ED)		10						10	
PS&E		40						40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL		50						50	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)		10						10	
PS&E		40						40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL		50						50	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST (PPR)
PRG-0010 (REV 08/2020)PPR ID
ePPR-6090-2023-0005 v1**Complete this page for amendments only**

Date 11/02/2023 15:39:20

District	County	Route	EA	Project ID	PPNO
05	Santa Barbara County				3203

SECTION 1 - All Projects**Project Background**

- Change in Project Milestone – incorrect year inputted for Begin Construction Phase (Contract Award Milestone). Instead of 03/15/2022, it should be 03/15/2023. The CTC can't allocate construction in the past, 2022.
- Project Outputs – Should be 6 facility improvements instead of 8. This is consistent with the project scope and performance measures/benefits.

Programming Change Requested**Reason for Proposed Change**

- Change in Project Milestone – incorrect year inputted for Begin Construction Phase (Contract Award Milestone). Instead of 03/15/2022, it should be 03/15/2023. The CTC can't allocate construction in the past, 2022.
- Project Outputs – Should be 6 facility improvements instead of 8. This is consistent with the project scope and performance measures/benefits.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information**SECTION 2 - For SB1 Project Only**

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

No changes to cost, schedule, or scope only corrections to project milestone year and output. Project is still consistent with the original project scope and performance measures/benefits.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects**Attachments**

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map

Exhibit F

COVER PAGE

SB1 BASELINE AGREEMENT

The attached SB1 Baseline Agreement is set forth on the State of California, California Transportation Commission form CTC-0001 (REV 03/2023), titled "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 PROJECT BASELINE AGREEMENT" and is a total of 3 pages.

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ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT

Santa Barbara U.S. 101 Multimodal Corridor Project - Three Creeks in Santa Barbara County

Resolution [REDACTED]
(to be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☒ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☐ Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) effective on [REDACTED] (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, [REDACTED], and the Implementing Agency, [REDACTED], sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.1 Whereas at its [REDACTED] 6/28/2023 meeting the Commission approved the [REDACTED] Solutions for Congested Corridors Program and included in this program of projects the [REDACTED] Santa Barbara U.S. 101 Multimodal Corridor Project - Three Creeks, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as *Exhibit A*, the Project Report attached hereto as *Exhibit B*, the Performance Metrics Form, if applicable, attached hereto as *Exhibit C*, as the baseline for project monitoring by the Commission.
- 3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- ☐ Resolution [REDACTED], "Adoption of Program of Projects for the Active Transportation Program", dated [REDACTED]
- ☐ Resolution [REDACTED], "Adoption of Program of Projects for the Local Partnership Program", dated [REDACTED]
- ☒ Resolution [REDACTED], "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated [REDACTED] 6/28/2023
- ☐ Resolution [REDACTED], "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated [REDACTED]
- ☐ Resolution [REDACTED], "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated [REDACTED]

- 4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 SBCAG (for non-SHOPP funded components) and Caltrans (for SHOPP) agrees to secure funds for any additional costs of the project.
- 4.6 SBCAG, the County of Santa Barbara, the City of Santa Barbara, and Caltrans agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project, including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
- 4.7 Caltrans agrees to prepare program progress reports on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 Caltrans, SBCAG, the County of Santa Barbara, the City of Santa Barbara agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 Caltrans and SBCAG agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Performance Metrics

See Performance Metrics Form, if applicable, attached as Exhibit C.

5.4 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*



Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

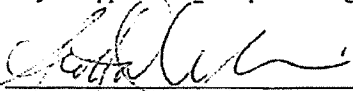
Exhibit C: Performance Metrics Form *(if applicable)*

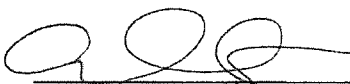
SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Santa Barbara U.S. 101 Multimodal Corridor Project-Three Creeks in Santa Barbara County

Resolution _____

 10/31/23
Date
Marjie Kirin
Executive Director, SBCAG
Project Applicant and Implementing Agency

 10/31/23
Date
Scott McGolpin
Director, Santa Barbara County Public Works
Implementing Agency

 11/6/23
Date
Director, City of Santa Barbara
Implementing Agency

 11/2/23
Date
Jerry Estrada
General Manager, Santa Barbara MTD
Implementing Agency

Date
Scott Eades
District 5 Director, California Department of Transportation

Date
Tony Tavares
Director, California Department of Transportation

Date
Tanisha Taylor
Executive Director, California Transportation Commission