



County of Santa Barbara  
BOARD OF SUPERVISORS

Minute Order

June 4, 2019

**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

PUBLIC WORKS

File Reference No. 19-00466

**RE:** Consider recommendations regarding a Memorandum of Understanding for US101 Corridor Coastal Access Projects, First District, as follows:

a) Approve and authorize the Chair to execute a Memorandum of Understanding with the Santa Barbara County Association of Governments for reimbursement to the County of Santa Barbara for work on US101 Corridor Coastal Access Projects;

b) Authorize the Director of Public Works to approve and execute amendments to the Memorandum of Understanding, between July 1, 2019 and June 30, 2021, to extend to the term of the Memorandum of Understanding by up to one year and to accept additional funding for County of Santa Barbara work on US101 Corridor Coastal Access Projects in an amount up to \$400,000.00; and

c) Find that the proposed action does not constitute a "Project" within the meaning of California Environmental Quality Act, pursuant to 14 CCR 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making.)

**A motion was made by Supervisor Hartmann, seconded by Supervisor Hart, that this matter be acted on as follows:**

a) Approved and authorized; Chair to execute;

b) Authorized; and

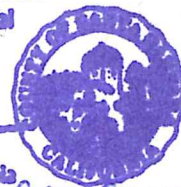
c) Approved.

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

*Monique...*  
Clerk of the Board, Santa Barbara County, California



# MEMORANDUM OF UNDERSTANDING

Between the  
Santa Barbara County Association of Governments,  
and the  
County of Santa Barbara  
for  
Coastal Access Projects associated with Highway 101

This Memorandum of Understanding (MOU) is made 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 April 2015 the SBCAG Board of Directors (SBCAG Board) approved a cooperative agreement with California Department of Transportation (CALTRANS) to implement design improvements for the Highway 101 Project: Carpinteria to Santa Barbara (101 PROJECT); and

WHEREAS, in March 2017, the SBCAG Board approved an implementation plan for design, right of way and utilities for the first three segments of the 101 PROJECT beginning in the south in Carpinteria and continuing north just beyond the Sheffield Interchange; and

WHEREAS, two of the first three segments to be implemented are located in the jurisdiction of COUNTY and are shown in **Attachment 1**; and

WHEREAS, in April 2017, the Governor of the State of California signed the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1), which provided the first significant, stable and on-going increase in state transportation funding in more than two decades; and

WHEREAS, in May 2017, COUNTY, SBCAG, the California Department of Transportation (CALTRANS), and the California Coastal Commission (CCC) began discussions to determine balancing projects for the 101 PROJECT which resulted in the identification of a number of coastal access balancing projects to be implemented; and

WHEREAS, COUNTY and SBCAG desire to work in partnership to implement the following coastal access balancing projects: 1) Santa Claus Lane Streetscape and Railroad Crossing Project (SCL STREETSCAPE); 2) North Padaro Lane Coastal Access Improvements Project (PADARO); 3) Summerland Coastal Access Improvements Project (SUMMERLAND), which are hereby collectively referred to as PROJECTS for the purposes of this MOU; and

WHEREAS, in February 2018, SBCAG received funding under Cycle 1 of the SB1 Local Partnership Program (LPP FUNDING) for the PROJECTS for the project development phases, including Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimate (PS&E), and Right of Way (ROW); and

WHEREAS, in May 2018, SBCAG and CALTRANS received funding under Cycle 1 of the SB1 Solutions for Congested Corridors (SCC FUNDING) for the PROJECTS for the future construction phase; and

WHEREAS, in August 2018, COUNTY, SBCAG, and CALTRANS, jointly executed an agreement (101 BASELINE AGREEMENT) with the California Transportation Commission (CTC) for funding related to the 101 PROJECT and PROJECTS.

WHEREAS, in October 2018, SBCAG received funding under Cycle 2 LPP FUNDING for the PROJECTS for the PS&E, and ROW; and

WHEREAS, the funding provided for PROJECTS is from LPP FUNDING and SCC FUNDING, and which are hereby collectively referred to as SB1 FUNDING; and

WHEREAS, in March 2019, COUNTY completed an amendment to its Local Coastal Program (LCP) under which PROJECTS are balancing projects for the 101 PROJECT within the unincorporated part of the County resulting from the 101 PROJECT; and

WHEREAS, SBCAG is the named recipient of SB1 FUNDING, and is thus the named Sponsor responsible for the administering, reporting, and allocating funds for PROJECTS; and

WHEREAS, COUNTY, will be the Implementing Agency for PROJECTS, but may receive assistance from SBCAG and its agents on particular project development tasks, defined elsewhere in this MOU and herein called WORK; and

WHEREAS, COUNTY shall be responsible, as the Implementing Agency, for providing information and documentation to complete the reports required of Sponsor for SB1 FUNDING; and

WHEREAS, this MOU shall include WORK under the following phases: PA&ED, PS&E and ROW, and WORK responsibilities for PROJECTS described in **Attachment 2** "Scope of Services and Roles and Responsibilities"; and

WHEREAS, WORK associated with the future construction phase of PROJECTS will be covered either through an amendment to this MOU or a new MOU.

NOW THEREFORE, the PARTIES do mutually agree as follows:

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

## 2. Description of PROJECTS

The PROJECTS are located in the unincorporated part of Santa Barbara County, in the communities of Summerland and along Padaro Lane. All the PROJECTS are located in the coastal zone. PROJECTS are individually described based on the proposed improvements at each of the following locations:

**SCL STREETSCAPE:** Improvements include the construction of sidewalks, additional formalized parking, a Class I multi-use path, a roundabout at the Highway 101 southbound on-ramp and a formal and controlled crossing of the Union Pacific Railroad (UPRR) tracks for beach access along Santa Claus Lane between South Padaro Lane and Sprindrift Lane/Sand Point Road.

**PADARO:** Improvements include construction of a sidewalk from the UPRR overhead structure on North Padaro Lane to the entrance of Loon Point County Park.

**SUMMERLAND:** Improvements include construction of a sidewalk and buffered bike lanes on the coast side of Via Real from just east of Greenwell Drive to North Padaro Lane. Additional improvements include providing formalized parking and sidewalks on Wallace Avenue between Evans Avenue and Finney Road.

## 3. Need and Support

As of March 2019, COUNTY completed an LCP amendment through the CCC that included the PROJECTS. PROJECTS provide improved coastal access and improvements in this area of the COUNTY and help complete portions of the California Coastal Trail (CCT).

#### 4. Term

The term of this MOU shall commence as of the date of execution and shall extend through December 31, 2021, unless otherwise modified or earlier terminated.

#### 5. Scope of Services and Roles and Responsibilities

PARTIES shall agree to complete WORK as described in **Attachment 2**.

a. As the Implementing Agency, COUNTY:

- i. Shall lead and have full management control over the completion of all WORK for the PROJECTS, except as may be identified in **Attachment 2**.
- ii. Shall be the CEQA lead agency responsible for drafting and approval of the environmental document(s) for the PROJECTS.
- iii. Shall be the applicant for Coastal Development Permits, Conditional Use Permits, Development Permits, and other permit(s) necessary to obtain approval of PROJECTS.
- iv. May utilize consultants to assist in the completion of WORK and if so COUNTY shall conduct a qualifications-based selection process, consistent with the federal-aid requirements in the Caltrans Local Assistance Procedures Manual, for any consultants to be retained to complete required WORK.
- v. Should COUNTY determine that it will retain consultant services, COUNTY shall include SBCAG in the consultant selection process. COUNTY will have the final determination on which consultant is selected for elements of WORK on PROJECTS.
- vi. COUNTY shall monitor an overall delivery schedule for the PROJECTS to adhere to the milestones established in the 101 BASELINE AGREEMENT, and included in **Attachment 3** "Schedule".

b. As the Sponsor, SBCAG shall:

- i. Assist COUNTY with environmental and coastal permitting as described in Attachment 2.
- c. PARTIES will participate in regular meetings for PROJECTS that will include other entities deemed appropriate by PARTIES, and collectively referred to as the Project Development Team (PDT), including COUNTY department representatives from Public Works, Planning & Development, and representatives from CALTRANS and SBCAG.
- d. PARTIES agree to work collaboratively with other PDT members toward completion of WORK.
- e. PARTIES will collaborate to provide updates on PROJECTS as needed to COUNTY's Planning Commission, COUNTY's Montecito Planning Commission, COUNTY'S South County Board of Architectural Review (SBAR), and SBCAG's South Coast Subregional Planning Committee.

#### 6. Funding and Invoicing

- a. SBCAG will allocate the SB1 FUNDING for PROJECTS. Allocation of SB1 FUNDING for particular phases can only occur when necessary progress has been made by COUNTY on prior phases.
- b. For LPP FUNDING, SBCAG will provide the required 100% local match from Measure A for PROJECTS.
- c. SBCAG will administer the SB1 FUNDING through CALTRANS Local Assistance and will submit invoices to CALTRANS.
- d. For WORK, as agreed to by the PARTIES, led by SBCAG using outside consultants, SBCAG will itemize this WORK and process for reimbursement to CALTRANS on a quarterly basis. SBCAG will not bill any labor for its own staff to the PROJECTS.
- e. For WORK performed and/or led by COUNTY, COUNTY shall submit invoices for reimbursement to SBCAG on a quarterly basis. Invoices shall be accompanied by a brief progress report of activities completed for that quarterly period.
- f. SBCAG will provide reimbursement to COUNTY within 30 days of receipt of invoice. SBCAG shall reimburse COUNTY prior to seeking reimbursement from CALTRANS.
- g. SBCAG will determine the eligibility of expenditures for PROJECTS to submit for reimbursement. Eligibility will be pursuant to the original descriptions contained in the application for PROJECTS and the Project Programming Request (PPR) that was submitted with the 101 BASELINE AGREEMENT. Eligible costs shall include effort by PARTIES to manage and administer PROJECTS and professional service expenditures to complete WORK.
- h. SBCAG will make SB1 FUNDING available for PROJECTS to COUNTY as shown in **Attachment 4** "Funding Split" for PROJECTS. Funding shall be provided to COUNTY by SBCAG on a reimbursement basis.
- i. If at any time it is determined that the estimated or anticipated cost of the individual components: SC LANE STREETScape; PADARO; and SUMMERLAND shall exceed the funding split shown in Attachment 4, SBCAG and COUNTY shall meet and confer to determine a course of action and amend the MOU in accordance with Section 12 herein, as may be required.

## 7. Schedule

PARTIES agree to work together to complete WORK within the timeframe outlined in the milestone schedule included in **Attachment 3**.

If at any time it is determined that the estimated or anticipated schedule cannot be met, SBCAG and County shall meet and confer to determine a course of action and amend the MOU in accordance with Section 12 herein, as may be required.

## 8. Other Parties of Interest

CALTRANS will participate as a member of the PDT for PROJECTS due to the proximity to CALTRANS ROW and/or infrastructure.

## 9. Designated Representative & Notices

PARTIES shall establish a Designated Representative for administering the work to be completed under this MOU for the PROJECTS. Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, to the Designated Representative. Those representatives are shown below:

Agency	Contact Individual and Information
COUNTY	Walter Rubalcava County of Santa Barbara Engineering Manager 123 East Anapamu Santa Barbara, CA 93101 <a href="mailto:wrubalc@cosbpw.net">wrubalc@cosbpw.net</a>
SBCAG	Fred Luna SBCAG Principal Transportation Engineer 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 <a href="mailto:fluna@sbcag.org">fluna@sbcag.org</a>

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 this phase of the PROJECT 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.

**Level 1 – Project Development Team (PDT).** The PDT shall be charged with the responsibility for resolving issues that arise during the development of the PROJECT 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 Public Works Department Transportation Engineering Manager or Deputy Director of Transportation 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 Public Works Director for COUNTY.

## 11. Indemnification and Non-Partnership

PARTIES agree to the provisions outlined in Exhibit A 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 and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU. PROJECTS specified herein may be subject to federal requirements now or in the future. PARTIES therefore agree this MOU and any consultant(s) performing WORK herein are subject to Title 2, Code of Federal Regulations, Part 200, as applicable, which is incorporated herein by reference. Each PARTY will ensure compliance with federal procurement requirements.

## **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 in existence as of the effective date of this MOUs between the PARTIES, the provisions contained herein control with respect to the PROJECTS.

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. Incorporation of Attachments**

Attachments 1, 2, 3 and 4 are attached hereto and incorporated herein by reference.

## **20. Debarment and Suspension**

The PARTIES certify 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 subcontractor that is so debarred or suspended.

## **21. 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.

## **22. 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 and whenever required according to the Termination section of this MOU. 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.

## **23. 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.

## **24. Mandatory Disclosure**



COUNTY must disclose, in a timely manner, in writing to SBCAG all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. SBCAG is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

## 25. 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) or contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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. 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 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, 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 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:
  1. Withholding of payments to COUNTY under this MOU until COUNTY complies, and/or
  2. Cancellation, termination or suspension of the MOU in whole or in part.

## 26. Subcontractors

COUNTY is authorized to retain consultant(s) to perform WORK under this MOU. COUNTY shall be fully responsible for all WORK performed by its consultant(s). COUNTY shall secure from its consultants all rights for SBCAG in this MOU, including audit rights. All consultant(s) shall be subject to Title 2, Code of Federal Regulations, Part 200 procurement provisions.

## **27. 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.

## **28. 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.

## **29. Remedies Not Exclusive**

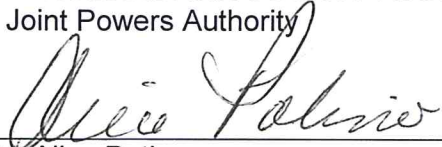
No remedy herein conferred upon or reserved to either PARTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity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

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

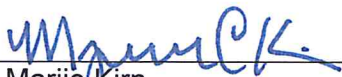


Ms. Alice Patino  
Chair, SBCAG Board of Directors

5/16/19

Date:

ATTEST:



Marjie Kirn  
Executive Director  
Clerk of the Board

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel



Deputy County Counsel

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**

*Steve Lavagnino*  
\_\_\_\_\_

Mr. Steve Lavagnino  
Chair, Board of Supervisors

*6-4-19*  
\_\_\_\_\_

Date:

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

*Shirley G. Guzman*  
\_\_\_\_\_

Deputy Clerk

RECOMMENDED FOR APPROVAL

*Scott D. McGolpin*  
\_\_\_\_\_

Scott D. McGolpin  
Director of Public Works

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

*Ben Pott*  
\_\_\_\_\_

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA  
Auditor-Controller

*Betsy Schaffer*  
\_\_\_\_\_

Deputy

On behalf of

APPROVED AS TO FORM:

Ray Aromatorio  
Risk Manager

*Ray Aromatorio*  
\_\_\_\_\_

**MUTUAL INDEMNIFICATION**

COUNTY shall defend, indemnify and save harmless SBCAG, 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 SBCAG.

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

SBCAG 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 SBCAG 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.

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

**NON-PARTNERSHIP**

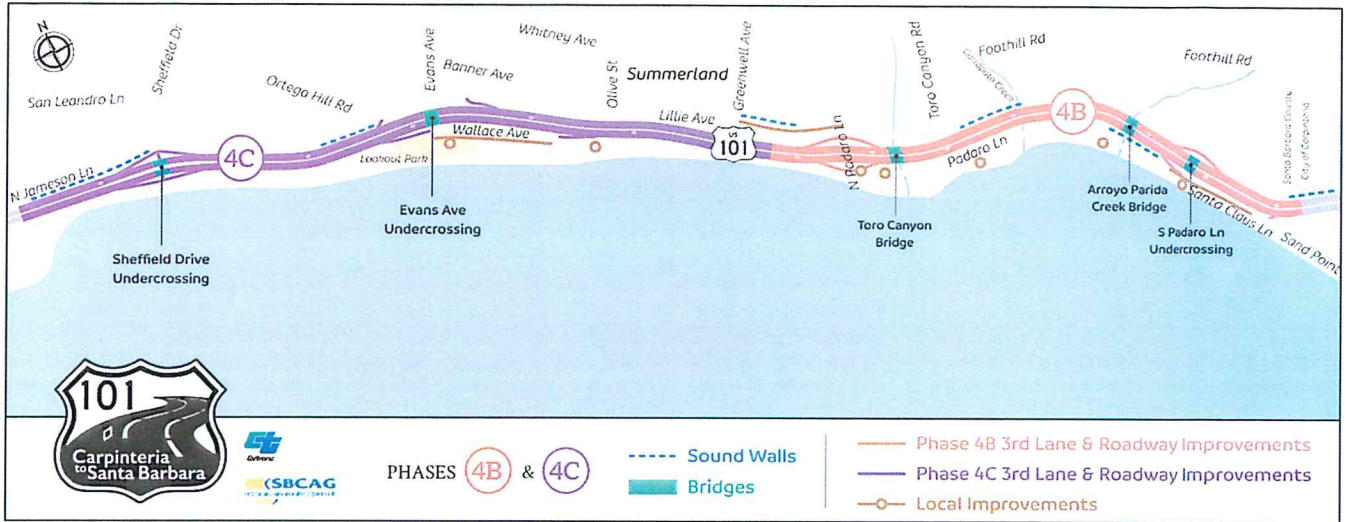
This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth here.

## LIST OF ATTACHMENTS

### ATTACHMENTS:

1. 101 PROJECT – Map of Segments 4B and Segment 4C
2. PROJECTS – Scope of Services/Roles and Responsibilities
3. PROJECTS – Schedule
4. PROJECTS – Funding Split

### 101 PROJECT Mapping for Segments in COUNTY



## ATTACHMENT 2

### SCOPE OF SERVICES and ROLES AND RESPONSIBILITIES

PARTIES will be responsible for the following WORK on PROJECTS as identified in the tables below for each of the individual components.

WORK Task	PROJECTS					
	SCL STREETScape		PADARO		SUMMERLAND	
	COUNTY	SBCAG	COUNTY	SBCAG	COUNTY	SBCAG
Environmental Phase	X		X	X <sup>1</sup>	X	X <sup>1</sup>
Coastal Development Permit	X		X	X <sup>1</sup>	X	X <sup>1</sup>
Preliminary Engineering and Design	X		X		X	
Detailed Design and Capital Cost Estimates	X		X		X	
Right of Way Support and Acquisition	X		X		X	
Permits and Mitigations	X		X		X	
Utility Relocations	X		X		X	
Fund Administration		X		X		X
Funding Reporting and Invoicing	X <sup>2</sup>	X	X <sup>2</sup>	X	X <sup>2</sup>	X
Public Outreach	X		X		X	

**Notes:**

1. COUNTY will be the lead agency for the Environmental Phase. SBCAG will complete specific WORK tasks for the Environmental and Coastal Permitting Phase. COUNTY will be the applicant for the Coastal Permitting.
2. SBCAG will be primarily responsible for reporting regarding the SB1 funding however, COUNTY will provide requisite information as part of the progress reports and invoicing to SBCAG.



### ATTACHMENT 3

### SCHEDULE

Milestone	Schedule for PROJECTS		
	SCL STREETScape	PADARO	SUMMERLAND
PA&ED	09/30/2019	07/31/2019	09/25/2019
RIGHT OF WAY CERTIFICATION	03/31/2020	03/31/2020	10/31/2020
READY TO LIST	03/31/2020	07/31/2020	10/31/2020

**ATTACHMENT 4**

**FUNDING**

BUDGET Phase	Funding by Source for PROJECTS					
	SCL STREETScape		PADARO		SUMMERLAND	
	Measure A	LPP -F	Measure A	LPP -F	Measure A	LPP -F
PA&ED			\$30,000	\$30,000	\$150,000	\$150,000
PS&E	\$400,000	\$400,000	\$110,000	\$110,000	340,000	\$340,000
RIGHT OF WAY SUPPORT	\$100,000	\$100,000	\$20,000	\$20,000	60,000	\$60,000
RIGHT OF WAY CAPITAL			\$50,000	\$50,000	200,000	\$200,000
TOTAL FOR PROJECT DEVELOPMENT	\$500,000	\$500,000	\$210,000	\$210,000	750,000	\$750,000