

FUNDING AGREEMENT FOR CARPINTERIA BLUFFS IMPROVEMENTS PROJECT

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Carpinteria, a Municipal Corporation, (hereafter CITY) wherein CITY agrees to provide and COUNTY agrees to accept the services specified herein. CITY and COUNTY may individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the properties that make up the Carpinteria Bluffs form a critical stretch of protected coastal bluff land, and the Parties desire to support completion of missing gaps in the California Coastal Trail at the Bluffs, protect sensitive habitats, and promote low-impact recreation, public coastal access, and education;

WHEREAS, the community will benefit from improvements to the Bluffs area that include enhancing public access, habitat restoration, and long-term stewardship across the Bluffs;

WHEREAS, the Board of Supervisors approved setting aside \$800,000 for the "Carpinteria Bluffs" under the Parks, Trails, and Open Space set-aside established in Fiscal Year 2021-22; and,

WHEREAS, COUNTY desires to retain the services of CITY pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Brittany Odermann, Deputy CEO, County Executive Office is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jeanette Gant, Parks, Recreation and Community Services Director is the authorized representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Brittany Odermann, County Executive Office
County of Santa Barbara
105 E. Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-3400
Email: bodermann@countyofsb.org

To CITY:

Jeanette Gant, Parks, Recreation and Community Services Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone: (805) 755-4449

Email: jeanetteg@carpinteriaca.gov

or 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.

3. SCOPE OF SERVICES

CITY agrees to complete or cause to be completed the Project described in accordance with EXHIBIT A attached hereto and incorporated herein by reference. The Project may be completed by qualified third-party contractors retained by CITY and under CITY's general supervision.

4. TERM

CITY shall commence performance on or about May 1, 2026 and end performance upon completion of the Project, but no later than June 30, 2029, unless otherwise directed by COUNTY or earlier terminated.

5. COMPENSATION OF CITY

Funds shall be distributed to CITY in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CITY (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CITY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions hereof. CITY understands and acknowledges that its employees and contractors shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save COUNTY harmless from all matters relating to payment of CITY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CITY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CITY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CITY is engaged. Permits and/or licenses shall be obtained and maintained by CITY without additional compensation.

8. DEBARMENT AND SUSPENSION

CITY certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CITY certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CITY shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CITY's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CITY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CITY covenants that CITY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CITY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CITY. CITY must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CITY if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CITY in writing.

11. INTENTIONALLY DELETED

12. NO PUBLICITY OR ENDORSEMENT

Neither PARTY shall use the other PARTY's name or logo, or any variation thereof, in any publicity, advertising, or promotional materials without the prior written consent of the other PARTY. Neither PARTY shall use the other PARTY's name or logo in any manner that would give the appearance of endorsement. Neither PARTY shall contract on behalf of, or in the name of, the other PARTY. The County shall not release any informational pamphlets, notices, press releases, research reports, or similar public communications concerning the City or the Project without obtaining the prior written approval of the CITY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CITY's use in connection with the services shall remain COUNTY's property, and CITY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CITY may use such items only in connection with providing the services.

14. RECORDS, AUDIT, AND REVIEW

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

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CITY shall reimburse all costs incurred by federal, state, and/or COUNTY governments 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 COUNTY, CITY shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification. Notwithstanding

the foregoing, the City's obligation to reimburse administrative or audit-related costs shall apply only to the extent such costs result from the City's acts, omissions, or recordkeeping deficiencies under this Agreement.

15. INDEMNIFICATION AND INSURANCE

CITY agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CITY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CITY agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CITY as the COUNTY desires.

18. NON-ASSIGNMENT

Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, the CITY may delegate the performance of certain duties or obligations under this Agreement to third-party contractors, and such contractors may further subcontract portions of the work as necessary to complete the Project, provided that such delegation does not constitute an assignment of this Agreement and CITY shall remain responsible for the performance of all delegated obligations.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CITY, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CITY to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CITY shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CITY of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CITY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CITY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance.

The date of termination shall be the date the notice is received by CITY, unless the notice directs otherwise.

- B. By CITY. Should COUNTY fail to pay CITY all or any part of the payment set forth in EXHIBIT B, CITY may, at CITY's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CITY shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CITY in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CITY to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CITY for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CITY be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CITY shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CITY. In the event of a dispute as to the reasonable value of the services rendered by CITY, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. 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.

21. 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY 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 Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement 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 Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, 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.

27. COMPLIANCE WITH LAW

CITY shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY in any action or proceeding against CITY, whether COUNTY is a party thereto or not, that CITY has violated any such ordinance or statute, shall be conclusive of that fact as between CITY and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement 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.

29. EXECUTION OF COUNTERPARTS

This Agreement 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.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, each Party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the Party is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

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

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
COUNTY EXECUTIVE OFFICE

CITY:
CITY OF CARPINTERIA

Signed by:
Brittany Odermann
By: _____
B99F7395D9064A5...
Paul Clementi, Budget Director

By: Michael Ramirez
Michael Ramirez (Jan 15, 2026 19:16:02 PST)
Authorized Representative

Name: Michael Ramirez

Title: City Manager

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

ATTEST:

CITY OF CARPINTERIA
Brian C. Barrett, MMC, CPMC
City Clerk

Signed by:
Amber Holderness
By: _____
C18E6D82EB9B489...
Deputy County Counsel

By: Brian C. Barrett
Brian C. Barrett, City Clerk



APPROVED AS TO FORM:

Risk Management

APPROVED AS TO FORM:

CITY OF CARPINTERIA
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of
Carpinteria

Signed by:
Marisa Kalin
By: _____
AB42F39273FD416...
Risk Management

By: Jena Acos
Jena Acos (Jan 21, 2026 12:01:57 PST)
Jena Shoaf Acos

**APPROVED AS TO ACCOUNTING
FORM:**

Besty Schaffer, CPA
Auditor-Controller


Signed by:

By: 02BA147EF6A84DE...
Deputy

EXHIBIT A

STATEMENT OF WORK CARPINTERIA BLUFFS IMPROVEMENTS PROJECT

Purpose

The City may use funds granted by the County to undertake improvements to any and all current, existing, and future City-owned coastal bluff preserve, including, but not limited to, the Carpinteria Bluffs Nature Preserve, Rincon Bluffs Preserve, and other future Bluff acquisitions. Collectively, these properties are referred to throughout this Exhibit A as the “Bluffs.”

This multi-faceted initiative aims to enhance public access, habitat restoration, and long-term stewardship across the Bluffs, which includes but is not limited to:

- **Carpinteria Bluffs Nature Preserve**
- **Rincon Bluffs Preserve**
- **Rincon Gateway**

Together, these properties form a critical stretch of protected coastal bluff land, supporting the City’s goals to complete missing gaps in the California Coastal Trail, protect sensitive habitats, and promote low-impact recreation, public coastal access, and education.

The funds may support acquisition, maintenance, trail development, public access and interpretive improvements and stewardship of the Bluffs open space, consistent with the Conservation Easement(s) and the City of Carpinteria’s ongoing open space management goals. This includes rehabilitation and restoration work, development of new trail segments (including ADA-compliant paths), and long-term planning for infrastructure and habitat. The below identified activities are not intended to be an exhaustive or mandatory list but rather a summary of the types of projects and improvements the City may pursue.

Eligible Activities

Eligible activities under this Agreement include, but are not limited to:

- Repair and rehabilitation of existing trails and parking areas
- Removal of invasive plant species
- Restoration of native vegetation
- Tree trimming to improve public access and habitat health
- Design and construction of new trails, including an ADA-compliant trail network
- Planning and permitting activities, including completion of environmental review, for the Bluffs Trail Project and other Bluffs improvements
- Any other activities consistent with the terms of the Conservation Easement(s)
- Design and construction of public access improvements (e.g. parking lot, restroom, etc.) and interpretive features

Tentative Project Components

1. Conceptual Design

Develop integrated conceptual plans for a coastal trail system and associated amenities. Plans will include:

- ADA-accessible trails
- Interpretive and educational elements
- Passive-use areas
- Habitat restoration and scenic outlooks
- All design will reflect a unified vision that honors the ecological and cultural values of the area.

2. Permitting and Environmental Review

Secure all necessary local, state, and federal permits. Complete environmental studies and ensure full compliance with CEQA, the California Coastal Act, and all other applicable statutes and regulations.

3. Preliminary Engineering and Site Assessments

Conduct technical studies—including geotechnical, biological, and hydrological assessments—to guide trail routing, infrastructure placement (e.g., restrooms, parking), and habitat preservation.

4. Maintenance and Stewardship Planning

Create a comprehensive long-term plan for trail maintenance, erosion control, habitat care, and signage upkeep, ensuring the sustainability and quality of visitor experience.

5. Cost Estimating and Phasing Strategy

Prepare cost estimates and develop a phased implementation plan, identifying priority projects and future funding opportunities, including partnerships with The Land Trust for Santa Barbara County and others.

6. Use of Funds for Construction

Direct funds toward the construction of priority trail segments, habitat improvements, and supporting infrastructure—permitted and aligned with the approved plans and environmental compliance.

County Funding and Payment Schedule

- A total grant payment of \$800,000 will be made to the City of Carpinteria as set forth in Exhibit B.
- The City will coordinate work activities and use of funds with the Carpinteria Open Space Management Advisory Board (COSMAB) and in alignment with long-term planning goals.

Oversight and Coordination

- All proposed expenditures will be reviewed by COSMAB to ensure they comply with the Conservation Easement(s) and City goals.
- Activities requiring notice or approval under the Conservation Easement will be brought to the Land Trust for review.
- The City will coordinate closely with The Land Trust for Santa Barbara County to ensure compatibility with the Trust's conservation priorities.

EXHIBIT B

PAYMENT ARRANGEMENT

- A. For CITY services to be rendered under this Agreement, CITY shall be paid a total amount, including cost reimbursements, not to exceed \$ 800,000.
- B. The total grant payment of \$800,000 will be made to the City of Carpinteria in installments of up to \$200,000 each.
- C. The first payment will be made to the City on May 1, 2026, with each subsequent payment occurring annually by request from the City. Each request shall include a progress report and expenditure summary of the funds disbursed to date.
- D. Payment in advance for services and/or reimbursement of costs shall be made within 30 days of receipt of written request from the City and shall be used to perform the work described in Exhibit A. City shall provide documentation, such as a progress report and expenditure summary of the funds disbursed to date, to support a payment outside the annual cycle if requested by the County.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CITY to correct such work or billings or seek any other legal remedy.

EXHIBIT C

INDEMNIFICATION AND INSURANCE

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, CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CITY'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CITY shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.











County Funding Agreement for Bluffs Improvement Project

Final Audit Report

2026-01-21

Created:	2026-01-13
By:	Brian Barrett (brianb@carpinteriaca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKEcFLGN6_12PGkbhv0BFWmyzBmww6o2N

"County Funding Agreement for Bluffs Improvement Project" History

-  Document created by Brian Barrett (brianb@carpinteriaca.gov)
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-  Document emailed to Michael Ramirez (michaelr@carpinteriaca.gov) for signature
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✔ Agreement completed.

2026-01-21 - 8:03:42 PM GMT