

MEMORANDUM OF UNDERSTANDING
Between the
Santa Barbara County Association of Governments,
and the County of Santa Barbara
and the City of Santa Barbara

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

WHEREAS, in January 2014, the SBCAG board of directors adopted a policy that required SBCAG staff to work closely with local agency staff to "Concurrently, simultaneously and on a parallel path [to the US 101 HOV Project Phase 4] work with the affected jurisdictions on the San Ysidro, Olive Mill and Cabrillo railroad bridge projects on design, planning and identification of needed funding."

WHEREAS, SBCAG and CITY have executed a memorandum of understanding for the Cabrillo Underpass improvements at the Union Pacific Railroad as of May 2016; and

WHEREAS, CITY has expressed a desire to make operational improvements at the intersection of Olive Mill Road/Coast Village Road/North Jameson and the US 101 northbound off-ramp and southbound on-ramp, herein called OLIVE MILL PROJECT; and

WHEREAS, COUNTY has expressed a desire to make operational improvements at various intersections, including the following: 1) San Ysidro Road/North Jameson; 2) San Ysidro Road/US 101 northbound on- and off-ramps; and 3) San Ysidro Road/South Jameson/US 101 southbound off-ramp and, which are herein collectively called SAN YSIDRO PROJECT; and

WHEREAS, CITY and COUNTY desire to implement the OLIVE MILL PROJECT and the SAN YSIDRO PROJECT cooperatively and jointly under this MOU with SBCAG that will describe the roles and responsibilities for each agency; and

WHEREAS, OLIVE MILL PROJECT and the SAN YSIDRO PROJECT shall be collectively referred to as the PROJECTS within this MOU; and

WHEREAS, CITY has completed Step 1 of an Intersection Control Evaluation (ICE) study for the OLIVE MILL PROJECT and is prepared to move into the next phase of project development; and

WHEREAS, COUNTY has completed Step 1 of an Intersection Control Evaluation (ICE) study for the SAN YSIDRO PROJECT and is prepared to move into the next phase of project development; and

WHEREAS, PROJECTS require improvements to right of way belonging to the California Department of Transportation (CALTRANS), and will require individual encroachment permits from CALTRANS to be implemented; and

WHEREAS, the individual cost of the of the planned improvements for the OLIVE MILL PROJECT and the SAN YSIDRO PROJECT, within Caltrans rights-of-way, is roughly estimated at no more than \$3.0 million, and thus CALTRANS has identified that the preparation of a Permit Engineering Evaluation Report (PEER) for the OLIVE MILL PROJECT and the SAN YSIDRO PROJECT be prepared respectively; and

WHEREAS, CITY and COUNTY, upon approval of this MOU, will commence development of preliminary engineering and environmental studies, herein called WORK, and described in Exhibit B, Scope of Services, for the OLIVE MILL PROJECT and SAN YSIDRO PROJECT respectively; and

WHEREAS, the WORK will be performed in accordance with CALTRANS' PEER process described in Appendix I of the CALTRANS Project Development Procedures Manual (PDPM).

WHEREAS, SBCAG will obligate funds from SAFETEA-LU federal earmark HP LUL-6090(048) that can be used for PROJECTS; and

WHEREAS, this MOU represents the desire of PARTIES to define roles, responsibilities and deliverables related to the WORK described in Exhibit B, "Scope of Services" for the OLIVE MILL PROJECT and SAN YSIDRO PROJECT respectively; and

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. Project Study Area

OLIVE MILL PROJECT: The Area of Study includes the intersection of Olive Mill/Coast Village Road/North Jameson, the US 101 Northbound off-ramp and US 101 Southbound on-ramp.

SAN YSIDRO PROJECT: The Area of Study includes the following intersections: 1) San Ysidro Road/North Jameson and the San Ysidro Road/US 101 northbound on and off ramps; 2) San Ysidro Road/South Jameson/US 101 southbound off-ramp.

2. Term

The term of this MOU shall commence as of the date of execution and shall extend through December 31, 2018.

3. Scope of Services

This MOU shall be determined fulfilled at the completion of the WORK described in Exhibit B, "Scope of Services".

4. Roles and Responsibilities

- a. CITY will lead and have full management control over the completion of WORK for the OLIVE MILL PROJECT.
- b. COUNTY will lead and have full management control over the completion of WORK for the SAN YSIDRO PROJECT.
- c. PARTIES along with CALTRANS will meet and make a determination who will be the lead agency for CEQA and NEPA on both the OLIVE MILL PROJECT and SAN YSIDRO PROJECT. CALTRANS will need to approve the lead agency recommendation.
- d. CITY and COUNTY may enter into a separate arrangement as to the ability to retain the services of a consultant or consultants to assist with the fulfillment of each agencies respective its roles and responsibilities outlined in this MOU to complete WORK for PROJECTS.

- e. CITY and 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.
- f. CITY and COUNTY will include SBCAG in the consultant selection process. CITY will have the final determination on which consultant is selected for the OLIVE MILL PROJECT. COUNTY will have the final determination on which consultant is selected for the SAN YSIDRO PROJECT.
- g. CITY and/or COUNTY will convene regular meetings for OLIVE MILL PROJECT and SAN YSIDRO PROJECT that will include representatives from SBCAG, CALTRANS, consultants, and other parties deemed appropriate by CITY and COUNTY, and collectively referred to as Project Development Team (PDT). An overall delivery schedule for the OLIVE MILL PROJECT and SAN YSIDRO PROJECT will be produced, updated regularly and reviewed at each PDT meeting.
- h. PARTIES agree to work collaboratively with other PDT members toward completion of WORK related to PROJECTS due in part to the shared jurisdiction and/or interests.
- i. CITY and COUNTY reserve the right to pursue each of the two PROJECTS on independent schedules to avoid improvements at one location delaying improvements at the other location.
- j. PARTIES will collaborate to provide updates on PROJECTS as needed to CITY's Planning Commission, COUNTY'S Montecito Planning Commission and SBCAG's South Coast sub-regional committee.

5. Funding and Invoicing

- a. SBCAG will obligate US 101 Operational Improvements federal earmark HPLUL-6090(048) funds (High Priority Earmark Funds from SAFETEA-LU federal transportation bill) for the purpose of funding WORK identified in Exhibit B for PROJECTS.
- b. SBCAG will provide the required 20% local match earmark for federal earmark HPLUL-6090(048). Local match funds will become available no earlier than July 1, 2017.
- c. SBCAG will request authorization of the federal earmark funds and only after the funds are authorized but no sooner than July 1, 2017, will reimbursable work be able to be commenced. CITY and COUNTY may undertake other non-reimbursible work prior to this date.
- d. SBCAG will administer the federal funding through CALTRANS Local Assistance and will submit invoices to CALTRANS as well as provide reports on the federal expenditures.
- e. SBCAG will determine the eligibility of expenditures to submit for reimbursement pursuant to the original project description for the federal earmark. Eligible costs shall include effort by PARTIES to manage and administer PROJECTS, and fees for professional services to complete WORK.
- f. SBCAG will make funds available on a reimbursement basis to CITY and COUNTY up to an amount not to exceed \$850,000 to complete WORK on PROJECTS.

- g. The estimated share of the amount that CITY and COUNTY will each be reimbursed by SBCAG for various budget categories is defined in Exhibit C, "Funding Split for Projects". PARTIES agree that the amounts are fungible across PROJECTS and Budget Categories. The Public Works Director for CITY and the Public Works Director for COUNTY may at any time request jointly in writing to SBCAG's Executive Director that the respective shares be administratively adjusted to reflect cost changes on one or both of the PROJECTS or Budget Categories as shown in Exhibit C, "Funding Split for Projects".
- h. It is mutually agreed, that following a receipt of a joint letter from CITY and COUNTY, the requested adjustments to the shares for each of the PROJECTS and/or for any of the budget categories shall be incorporated into this MOU through an administrative adjustment. The total cost of this MOU shall not exceed the \$850,000.
- i. Should it be determined at any point in time that the not-to-exceed amount in Exhibit C is insufficient to fully fund the work under the MOU, CITY and COUNTY shall meet and confer with SBCAG to determine a course of action.
- j. CITY and 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.
- k. SBCAG will provide reimbursement to CITY or COUNTY within 30 days of receipt of invoice. SBCAG shall reimburse CITY or COUNTY prior to seeking reimbursement from CALTRANS.
- l. PARTIES will work collaboratively to secure additional funds for future phases of the PROJECTS.
- m. PARTIES understand that a PEER process can be used only with select funding sources and a traditional CALTRANS project development process would need to be followed should certain state and federal funding sources be later programmed on these PROJECTS.

6. Other Parties of Interest

CALTRANS shall participate in the development of these PROJECTS as a member of the Project Development Teams.

7. Points of Contact

PARTIES shall establish a primary point of contact for administering the work to be completed under this MOU for the PROJECTS. Those representatives are shown below:

Agency	Contact Individual and Information
CITY	Brian D'Amour City of Santa Barbara City Engineer 630 Garden Street Santa Barbara, CA 93101 bdamour@santabarbaraca.gov

COUNTY	Matt Dobberteen County of Santa Barbara Project Manager 123 East Anapamu Santa Barbara, CA 93101 matt@cosbpw.net
SBCAG	Fred Luna SBCAG Principal Transportation Engineer 260 North San Antonio Road, Suite B Santa Barbara, CA 93110 fluna@sbcag.org

SBCAG, CITY or COUNTY may modify its point of contact by providing in writing the new individuals contact name and information to the other PARTIES' points of contact.

8. Issue Resolution

It is the intent of PARTIES to resolve issues that may arise during the completion of this phase of the PROJECTS 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 PROJECTS 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 Deputy Executive Director for SBCAG, the Deputy Director for Transportation for COUNTY, and Public Works Director for CITY.

Level 3 – Executive Management. Any issue not being able to be 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, the Public Works Director for COUNTY, and City Administrator for CITY.

9. Indemnification and Non-Partnership

PARTIES agree to the provisions outlined in Exhibit A.


10. Amendments

PARTIES agree that this MOU may be amended in writing through approval of the SBCAG Board of Directors, the Santa Barbara City Council and the County of Santa Barbara Board of Supervisors.

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


Mr. Michael Bennett
Chair, SBCAG Board of Directors

3/16/17
Date:

ATTEST:


Marjie Kirn
Executive Director
Clerk of the Board

APPROVED AS TO FORM:
Remy Moose Manley, LLP
Outside Counsel to SBCAG


Tiffany Wright
Partner, Remy Moose Manley,
LLP

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CITY OF SANTA BARBARA
A Municipal Corporation

Mr. Paul Casey
City Administrator

Date:

ATTEST:

Sarah Gorman
City Clerk

APPROVED AS TO FORM:

Ariel Pierre Calonne
City Attorney

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COUNTY OF SANTA BARBARA

Peter Adam
Chair, Board of Supervisors

Date:

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

Deputy Clerk

RECOMMENDED FOR APPROVAL

Scott McGolpin
Director of Public Works

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, CPA
Auditor-Controller

Deputy County Counsel

Deputy

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

EXHIBIT A

MUTUAL INDEMNIFICATION

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

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

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

COUNTY shall notify the SBCAG and CITY 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 CITY and 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 Agreement 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 either the CITY, COUNTY, or both.

SBCAG shall notify the CITY and 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.

EXHIBIT B Scope of Services

CITY and COUNTY will complete the WORK tasks identified in the table below for the PROJECTS. CITY and COUNTY, may independently or collaboratively solicit assistance from outside consultants to perform these WORK tasks. WORK will generally include data gathering, record surveys, field surveys, environmental scoping, preliminary engineering and design, traffic studies and analysis, and cost estimating.

WORK Task	OLIVE MILL	SAN YSIDRO
Data Gathering	X	X
Field Surveys	X	X
Project Description and Purpose and Need Statement		
- Maps	X	X
- Charts	X	X
- Tables	X	X
Environmental Scoping		
- Preliminary Environmental Study (PES)	X	X
- Field Review	X	X
- Area of Potential Effect (APE) Map	X	X
Traffic Analysis		
- Collision Analysis	X	X
- Step 2 Intersection Control Evaluation (ICE)	X	X
Preliminary Engineering and Design		
- Fastest Path Diagrams	X	X
- Line of Sight Diagrams	X	X
- Truck Turning Templates	X	X
- Preliminary Dimensioning of Roundabouts	X	X
- Screening of Alternatives	X	X
- Determination of Build Alt's	X	X
- Preliminary Geometrics and GAD Approval	X	X
- Drainage Concept Study	X	X
- Determination of Non-Standard Features	X	X
Other Support Tasks		
- Preliminary Right of Way Mapping	X	X
- Access Control Requirements	X	X
- Utility Conflict Data and Relocation Coordination	X	X
- Draft / Final RW Data Sheet	X	X
- Materials and Geotechnical (if necessary)	X	X
- Project Schedule	X	X
- Risk Register	X	X
Cost and Funding		
- Capital Cost Estimates	X	X
- Project Support Estimates	X	X
Draft and Final Environmental Document	X	X
Permit Engineering and Evaluation Report	X	X

EXHIBIT C
Funding Split for Projects

BUDGET CATEGORY	CITY of SANTA BARBARA (OLIVE MILL PROJECT)	COUNTY of SANTA BARBARA (SAN YSIDRO PROJECT)	TOTAL
CONSULTANT FEES	\$400,000	\$400,000	\$800,000
AGENCY MGT	\$25,000	\$25,000	\$50,000
TOTAL	\$425,000	\$425,000	\$850,000
BUDGET SHARE %	50%	50%	100%