

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Santa Barbara County Association of Governments**  
**and**  
**County of Santa Barbara Public Works Department**  
**for**  
**INSTALLATION OF PUBLIC ART ELEMENTS ON**  
**THE US 101/UNION VALLEY PARKWAY INTERCHANGE**

This Memorandum of Understanding between the Santa Barbara County Association of Governments (SBCAG) and the County of Santa Barbara (COUNTY) is entered into with the authorization of the Board of Directors of the SBCAG and the Board of Supervisors of the COUNTY who are herein referred to collectively as PARTIES.

WHEREAS, in the November 2013, the US 101/Union Valley Parkway Interchange (PROJECT) in the community of Orcutt, within the COUNTY unincorporated area, was completed by Caltrans and opened to traffic; and

WHEREAS, PROJECT was designed and constructed by the California Department of Transportation (CALTRANS) to accommodate opportunities for public art (ART ELEMENTS) on four bridge pilasters to represent the values of the community of Orcutt; and

WHEREAS, the COUNTY, SBCAG and CALTRANS have cooperatively worked with the Orcutt community since June 2013 to develop ART ELEMENTS to be implemented on the pilasters; and

WHEREAS, the COUNTY has taken the ART ELEMENTS to the Santa Barbara County Arts Commission for review and the COUNTY Board of Supervisors has adopted a resolution agreeing to implement and maintain the artwork pursuant to an encroachment permit they will obtain from CALTRANS; and

WHEREAS, SBCAG has contributed funding to complete the ART ELEMENTS as part of Gas Tax funding associated with the Union Valley Parkway Interchange project; and

WHEREAS, SBCAG has the ability to provide Gas Tax funding associated with the Union Valley Parkway Interchange Project; and

WHEREAS, the PARTIES desire to define agency roles, responsibilities and commitments related to the funding, implementation, and on-going maintenance of ART ELEMENTS.

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. COUNTY will implement the ART ELEMENTS including meeting the requirements of the public art encroachment permit with CALTRANS and obtaining a construction encroachment permit for the installation of the public ART ELEMENTS from Caltrans.
2. SBCAG's role is limited to providing a grant of funding for the implementation by the COUNTY of ART ELEMENTS at a cost not to exceed \$15,000. Eligible costs for reimbursement by SBCAG are limited to the costs of purchasing and manufacturing ART ELEMENTS materials and the cost of constructing ART ELEMENTS.
3. COUNTY will invoice SBCAG for reimbursement of eligible costs associated with constructing the ART ELEMENTS. All reimbursement requests must be received by SBCAG before the expiration of the term of this agreement. Reimbursement requests must be submitted with a cover letter stating the time period for which reimbursement is being requested, name of project, total amount requested and contact name and phone number.
4. All eligible costs submitted for reimbursement prior to the expiration of the term of this MOU shall be reimbursed by SBCAG
5. COUNTY shall retain all records pertaining to ART ELEMENTS including, but not limited to, financial records, for a period of five (5) years following the issuance of the Notice of Completion of the ART ELEMENT. All accounting records will be kept in accordance with generally accepted accounting practices.
6. SBCAG shall have the right to conduct an audit of all COUNTY'S records and contractor's records at any time during the construction of ART ELEMENTS and up to a five year period following completion of this MOU.
7. Any notices which may be required under this MOU shall be in writing to the parties set forth below.

SBCAG:  
Fred Luna, Program Manager  
260 North San Antonio Road, Suite B  
Santa Barbara, CA 93110-1315  
Phone: (805) 961-8926  
Email: [fluna@sbcag.org](mailto:fluna@sbcag.org)

COUNTY:  
Walter Rubalcava  
Engineering Manager  
620 W. Foster Road  
Santa Maria, CA 93455  
[wrubalc@cosbpw.net](mailto:wrubalc@cosbpw.net)

8. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the Parties agree all losses or liabilities incurred by a party shall not be shared pro rata but instead the Parties agree, pursuant to Government Code Section 895.4, each of the Parties (the "Indemnifying Party") shall fully indemnify and hold harmless each of the other Parties, their officers, board members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury (as defined by 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, agents or volunteers, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under the 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, agents or volunteers under or in connection with or arising out of any work, authority or jurisdiction delegated to an Indemnifying Party under the MOU. This Indemnification provision shall survive any expiration or termination of the MOU.
9. All obligations of SBCAG under the terms of this Agreement are expressly contingent upon SBCAG's continued authorization to collect and expend the sales tax proceeds provided by Measure A. If for any reason the SBCAG's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects SBCAG's ability to fund ART ELEMENTS. SBCAG shall promptly notify the COUNTY and together PARTIES shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the PARTIES, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund ART ELEMENTS shall arise only upon execution of a new Agreement.

This MOU shall become effective upon signature of PARTIES and shall expire on December 31, 2014. This MOU may be terminated by either party upon thirty (30) day written notification to the other. Indemnification survives termination of the agreement.

Amendments to this MOU shall require approval by the SBCAG Board of Directors and the COUNTY Board of Supervisors.

IN WITNESS WHEREOF, the PARTIES hereto have executed this memorandum of understanding on the day and year below written.

**Santa Barbara County Association of Governments**

By: \_\_\_\_\_

Steve Lavagnino,  
Chairperson, SBCAG

Date

Attest:

By: \_\_\_\_\_

James Kemp,  
Executive Director, SBCAG

Date

Approved as to Form:

By: \_\_\_\_\_

William M. Dillon,  
Senior Deputy County Counsel, SBCAG

Date

**County of Santa Barbara**

By: \_\_\_\_\_

Steve Lavagnino,  
Chair, Board of Supervisors

Date

**Attest:**

By: \_\_\_\_\_

Mona Miyasato, Deputy  
Clerk of the Board

Date

**Approved as to Accounting:**

By: \_\_\_\_\_

Robert W. Geis, Deputy,  
Auditor Controller

Date

**Approved as to Form:**

By: \_\_\_\_\_

Michael C. Ghizzoni  
Deputy County Counsel

Date

**Approved as to Form:**

By: \_\_\_\_\_

Ray Aromatorio,  
Risk Manager

Date