

**CLOSURE STATEMENT INSTRUCTIONS**

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

## **CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0154 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0154 except survival articles. All survival articles in agreement 05-0154 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

05-SB-101-22.6/22.9  
EA:0G070  
Project No. 0500000055  
AGREEMENT 05 – 0154

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT**

\_\_\_\_\_  
Timothy M. Gubbins  
District Director

\_\_\_\_\_  
Bob Nelson, Chair  
Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Certified as to all financial obligations/terms and policies**

**ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
EX OFFICIO CLERK OF BOARD OF  
DIRECTORS OF THE SANTA BARBARA  
COUNTY FLOOD CONTROL & WATER  
CONSERVATION DISTRICT**

\_\_\_\_\_  
Cheryl Berry  
D5 Resource Manager

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR**

DocuSigned by:  
*Scott McGolpin*  
1D6104A97F1C4E8...

\_\_\_\_\_  
Public Works Director

**APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL**

DocuSigned by:  
*Michael C. Ghizzoni*  
61A92FE8AE994D1...

\_\_\_\_\_  
Deputy County Counsel

05-SB-101-PM 22.6/22.9  
05-0G0700  
Goleta Drainage Update  
PA&ED

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON 12-28, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SANTA BARBARA COUNTY  
FLOOD CONTROL DISTRICT,  
a political subdivision of the  
State of California, referred to  
herein as "DISTRICT".

**RECITALS**

1. The parties hereto entered into an Agreement No. 05-CA-0154 on July 5, 2007 defining the terms and conditions of a project to increase the hydraulic capacity of the culvert systems of Las Vegas and San Pedro Creeks that pass under State Route 101 (SR 101) in Santa Barbara County, referred to herein as "PROJECT".
2. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.

**IT IS THEREFORE MUTUALLY AGREED**

1. The termination date specified in Article 15 of Section III of said Agreement is replaced in its entirety to read as follows:

"This Agreement will terminate upon completion of PROJECT that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of PROJECT.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement."

2. All other terms and conditions of said Agreement shall remain in full force and effect.
3. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA**  
**Department of Transportation**

**SANTA BARBARA COUNTY**  
**FLOOD CONTROL DISTRICT**  
123 East Anapamu Street  
Santa Barbara, CA 93101

By   
RICHARD KRUMHOLZ  
District Director

By   
Chair, Board of Directors

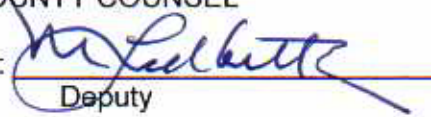
Attest:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CERTIFIED AS TO FUNDS:

By:   
Deputy

  
District Budget Manager  
Julia Bolger

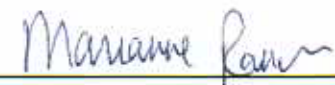
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Deputy

APPROVED AS TO ACCOUNTING  
FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: 



District Agreement #05-CA-0154

05-SB-101-PM 22.6/22.9  
05-0G0700  
Goleta Drainage Update  
PA&ED

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON 7/5/07,  
is between the STATE OF CALIFORNIA, acting by and through its Department of  
Transportation, referred to herein as "STATE," and

SANTA BARBARA COUNTY  
FLOOD CONTROL DISTRICT,  
a political subdivision of the  
State of California, referred to  
herein as "DISTRICT".

**RECITALS**

1. STATE and DISTRICT, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of Santa Barbara and the City of Goleta.
2. DISTRICT and STATE desire to increase the hydraulic capacity of the culvert systems of Las Vegas and San Pedro Creeks that pass under State Route 101 (SR 101) in Santa Barbara County, referred to herein as "PROJECT".
3. DISTRICT desires to prepare the Project Approval and Environmental Documentation (PA&ED), including all necessary environmental documentation for PROJECT, and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's Independent Quality Assurance (IQA) of PA&ED.
4. This Agreement will define the roles and responsibilities of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regarding environmental documents, studies, and reports necessary for compliance with CEQA and NEPA.
5. Plans, Specifications and Estimate (PS&E), right of way, and construction of PROJECT will be the subject of a separate future Agreement(s). STATE is pursuing, without guarantee, funding for these phases of PROJECT.
6. The parties hereto intend to define herein the terms and conditions under which PA&ED is to be developed and financed.

**SECTION I****DISTRICT AGREES:**

1. To fund one hundred percent (100%) of all PA&ED costs for PROJECT with the exception of STATE's IQA costs for PROJECT.
2. To prepare a Project Report (PR), including all necessary environmental documentation, at no cost to STATE and to submit each to STATE for STATE's review, comment and concurrence at appropriate stages of development. The PR shall be signed by a Civil Engineer, on behalf of DISTRICT, registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR, conduct environmental studies, prepare the environmental documentation and obtain approval for PROJECT. DISTRICT agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
4. To make written application to STATE for necessary encroachment permits authorizing entry of DISTRICT and/or DISTRICT's consultant onto the State Highway right of way to perform surveying and other investigative activities required for preparation of the PR and environmental documentation.
5. To be responsible, at DISTRICT's expense, for the Initial Site Assessment (Phase 1) investigation of potential hazardous material sites within and outside of the existing State Highway right of way that would impact PROJECT as part of the responsibility for the PROJECT environmental documentation. If DISTRICT encounters hazardous material or contamination within the existing State Highway right of way during said investigation, DISTRICT shall immediately notify STATE and responsible control agencies of such discovery.
6. To be fully responsible, as a PROJECT cost, for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approval for PROJECT area outside of STATE's right of way.
7. If there is a legal challenge to the environmental documentation and environmental determination, including supporting technical studies and/or reports, permits(s), agreement(s), environmental commitments and/or environmental approvals(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
8. To perform or have performed on DISTRICT's behalf, all PA&ED work in accordance with all State and Federal laws, regulations, policies, procedures, and standards that the STATE would normally follow. All such PA&ED work



shall be submitted to STATE for STATE's review, comment, and approval at appropriate stages of development.

## SECTION II

### STATE AGREES:

1. To provide, at no cost to DISTRICT, IQA activities of all PA&ED work done by DISTRICT, or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by DISTRICT, and to cooperate in timely processing of PA&ED.
2. To be fully responsible, as a PROJECT cost, for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approval for PROJECT area inside of STATE's right of way.
3. Upon proper application by DISTRICT, to issue, at no cost to DISTRICT, an encroachment permit to DISTRICT authorizing entry onto the State Highway right of way to perform survey and other investigative activities required for preparation of the PR and environmental documentation. If DISTRICT uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the annual State Budget Act and the action of the California Transportation Commission (CTC) allocating resources to STATE for the purposes of fulfilling STATE's obligations herein. STATE, other than the duty to provide IQA as defined in Article 1 of Section II above, has no funds allocated to PROJECT work and DISTRICT will have no right under any circumstance to seek a STATE contribution of funds directly under the term of this Agreement or indirectly as damages for some perceived and alleged breach of this Agreement by STATE.
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through the PROJECT preliminary engineering that is administered by DISTRICT. This includes prompt reviews by STATE to assure that all work and products delivered by DISTRICT conform to STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver PA&ED nor does it involve any validation by the verification and rechecking of any work performed by DISTRICT and/or its consultants; and no liability will be



- assigned to STATE by DISTRICT or third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against the PROJECT as a service for which STATE will invoice its actual costs and DISTRICT will pay or authorize STATE to reimburse itself from available funds. However, an Amendment to this Agreement authorizing such services will be required prior to performance of any such services to be performed by STATE.
3. DISTRICT will be the CEQA Lead Agency and STATE will be a Responsible Agency for CEQA. The Federal Highway Administration (FHWA) will be the Federal Lead Agency for NEPA with the STATE providing oversight for the NEPA process. DISTRICT will assess impacts of PROJECT on the environment and will prepare the appropriate level of environmental documentation and necessary associated supporting technical studies/ reports in order to meet the requirements of CEQA and NEPA. DISTRICT shall submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and concurrence and STATE will request FHWA's review and approval for NEPA. The environmental document, categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, if applicable, will require both STATE's and FHWA's review, comment, and approval prior to public availability. If, during preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained which requires the preparation of an additional NEPA and/or CEQA ED, this Agreement will be amended to include the completion of these additional tasks by DISTRICT.
  4. DISTRICT, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process, including, but not limited to, notice(s) of availability of the ED and/or determinations and notices of public hearing. Public notices shall comply with all State and Federal laws, regulations, policies and procedures.
  5. DISTRICT, as a PROJECT cost, shall be responsible for planning, scheduling and holding all public meetings/hearings related to the CEQA environmental process, including, but not limited to, public meetings/hearings on the ED. If PROJECT is also subject to NEPA compliance, DISTRICT shall coordinate the planning, scheduling and holding of NEPA-related public meetings/hearings on the ED with FHWA. DISTRICT shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. DISTRICT, and if applicable, FHWA maintain(s) final editorial control of exhibits, handouts or other material to be used at the NEPA public meetings/hearings.
  6. All administrative reports, studies, materials, documentation, including, but not limited to, all administrative drafts and administrative finals of the CEQA



environmental documentation and PR, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees and agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

7. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found outside of State Highway right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of DISTRICT. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of DISTRICT's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. DISTRICT shall sign the HM-1 manifest and pay all costs for required remedy or remedial action outside of State Highway right of way. In the event STATE is unable to provide funding, DISTRICT will have the option to either terminate PROJECT, delay PROJECT until STATE is able to provide funding, or DISTRICT may proceed with the remedy or remedial action at DISTRICT's expense without any subsequent reimbursement by STATE.
8. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and/or outside the existing State Highway right of way during investigative studies shall be the responsibility of DISTRICT, at DISTRICT's expense, if DISTRICT decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. DISTRICT shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If DISTRICT decides to not proceed with PROJECT, there will be no obligation to either DISTRICT or STATE other than DISTRICT's duty to cover and protect HM-2 material left in place.



9. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
10. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by DISTRICT on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.
12. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the DISTRICT and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
13. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction conferred upon DISTRICT and arising under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.
14. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
15. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon completion and acceptance of the construction contract



for PROJECT by DISTRICT and the satisfactory completion of all post-construction obligations of DISTRICT, with concurrence of STATE, or on December 31, 2011, whichever is earlier in time. However, the indemnification, environmental documentation and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement.

**STATE OF CALIFORNIA  
Department of Transportation**

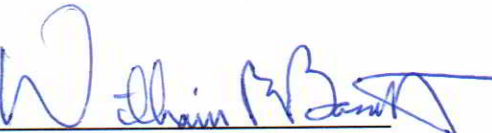
**SANTA BARBARA COUNTY  
FLOOD CONTROL DISTRICT**  
123 East Anapamu Street  
Santa Barbara, CA 93101

WILL KEMPTON  
Director

By   
RICHARD KRUMHOLZ  
District Director


By   
Chair, Board of Directors

Approved as to form & procedure:

By   
Attorney, Department of  
Transportation

Attest:  
  
By 

Certified as to financial terms & conditions:

By   
Accounting Administrator

Approved as to form:

By   
Stephen Shane Stark  
County Counsel

Certified as to funds:

By   
District 5 Budget Manager

Approved as to accounting form:

By   
Auditor-Controller

Approved as to form:

By   
Risk Management

### SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed PROJECT to increase the hydraulic capacity of the culvert systems of Las Vegas and San Pedro Creeks that pass under SR 101 in Santa Barbara County to handle a 25-year storm event.

1. DISTRICT and STATE concur that the proposal is a Category 4B as defined in STATE's Project Development Procedures Manual.
2. DISTRICT will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. STATE will review, monitor, and approve all project development reports, studies, and provide all necessary implementation activities of PROJECT.
3. Revision to the existing freeway agreement is not necessary.
4. All phases of PROJECT, from inception through construction, whether done by DISTRICT or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
5. Detailed steps in the project development process are attached to this Scope of Work as Attachment 1. These Planning Phase Activities are intended as a guide to STATE's and DISTRICT's staff.



**ATTACHMENT 1  
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	DISTRICT
<b>1. ENVIRONMENTAL ANALYSIS &amp; DOCUMENT PREPARATION</b>		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
<b>2. PROJECT GEOMETRICS DEVELOPMENT</b>		
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Project Geometrics and Operational Analysis	X	
<b>3. PROJECT APPROVAL</b>		
Lead Agency for Environmental Compliance Certifies ED in Accordance with its Procedures	X	
NEPA Liaison	X	
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Provide Quality Assurance	X	
Provide Quality Control		X
Approve Project Report	X	

INDEX OF SHEETS

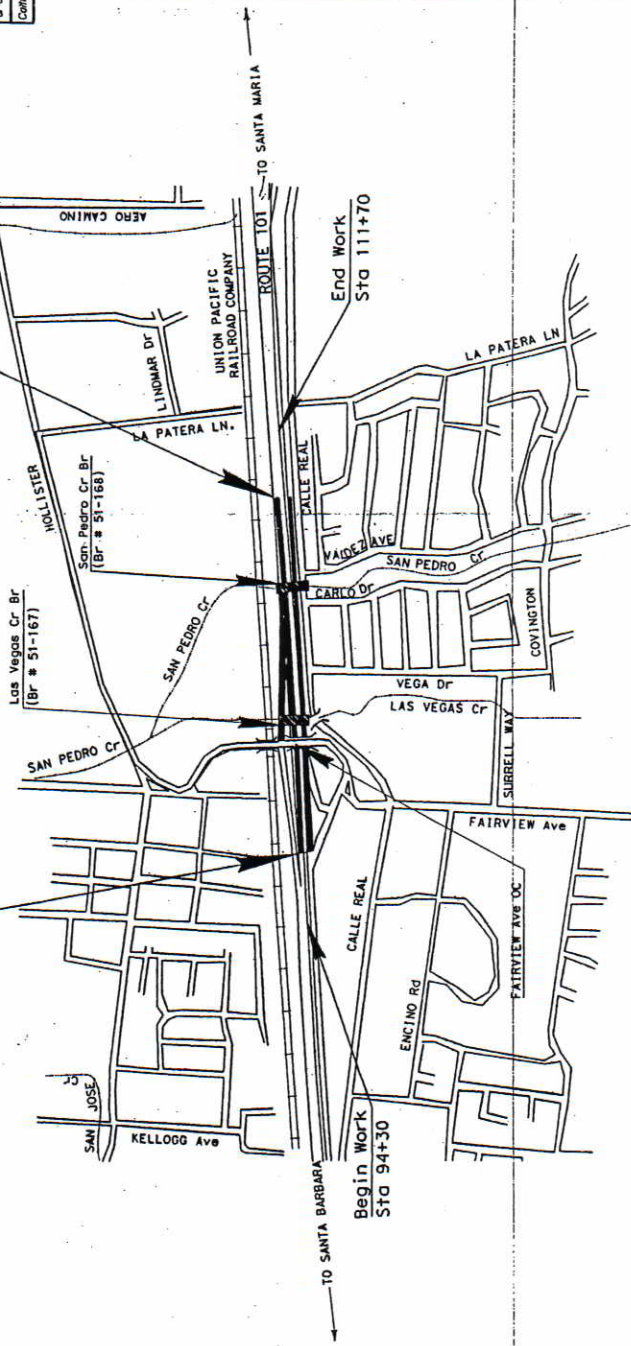
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 PROJECT PLANS FOR CONSTRUCTION ON  
 STATE HIGHWAY

IN SANTA BARBARA COUNTY IN GOLETA  
 From 0.37 km EAST OF FAIRVIEW OVERCROSSING  
 TO 1.14 km WEST OF LOS CARNEROS OVERCROSSING

To be supplemented by Standard Plans dated July, 1999

**BEGIN CONSTRUCTION**  
 STA 97+80 KP 35.9  
 PM 22.3

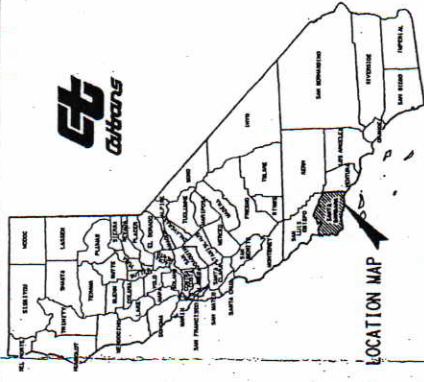
**END CONSTRUCTION**  
 STA 108+20 KP 37.0  
 PM 23.0



The Contractor shall possess the Class (or Classes) of license as specified in the "Notice to Contractors".

PROJECT ENGINEER	DATE
JOHN S. MONTGOMERY	
PROJECT MANAGER	DATE
DAVID BARNHART	

DIST	COUNTY	ROUTE	SECTION	SHEET NO.	TOTAL SHEETS
05	SB	101	35.9/37.0	01	01



The State of California is the official sponsor and is responsible for the accuracy or approximation of electronic copies of this plan sheet.  
 Caltrans now has a web site! To get to the web site, go to <http://www.dot.ca.gov>



ATTACHMENT A



Project Engineer  
 David Barnhart  
 Registered Civil Engineer  
 License No. 50825  
 State of California  
 Plans approval date

Contract No. EA 00070K  
 CU 06258

NO SCALE

FORM REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS

FORM 05-06-93-07 (REV. 3/94)

DATE PLOTTED 03-14-2002  
 TIME PLOTTED 03:09:55  
 PLOTTER HP-GL/2