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

This memorandum of understanding between the Santa Barbara County Association of Governments (SBCAG) and the City of Santa Barbara (CITY) is entered into with the authorization of the Board of Directors of the SBCAG and the City Council of CITY and herein referred to collectively as PARTIES.

WHEREAS, SBCAG and CITY desire to make cost effective improvements along Cabrillo Boulevard under U.S. 101 and the Union Pacific Railroad (UPRR) bridge to safely connect bicycle and pedestrian paths at Los Patos Drive and Coast Village Road\Old Coast Highway (PROJECT); and

WHEREAS, an engineering study by SBCAG in conjunction with the U.S. 101 Milpas\Cabrillo-Hot Springs project was unsuccessful in securing the approval of UPRR for a bike\pedestrian tunnel PROJECT under their tracks; and

WHEREAS, subsequent efforts by SBCAG and CITY to design an interim PROJECT of raised sidewalk improvements on the shoulder of Cabrillo Boulevard raised safety and cost\benefit concerns and did not garner policy support at SBCAG; and

WHEREAS, SBCAG and CITY have concluded that the best long term PROJECT is a replacement of the UPRR bridge over Cabrillo Boulevard to provide improved roadway and shoulder width for vehicles and to accommodate bicycle and pedestrian facilities; and

WHEREAS, the CITY had previously provided funding for SBCAG's engineering efforts for the tunnel and interim sidewalk iterations of PROJECT; and

WHEREAS, a balance of unspent funds remains on account with SBCAG; and

WHEREAS, SBCAG and CITY believe that the CITY is best equipped to conduct preliminary engineering of the PROJECT specifically to include UPRR bridge replacement alternatives; and

WHEREAS, CITY has negotiated a scope of services with an engineering consultant to perform preliminary engineering for PROJECT with alternatives to replace the UPRR bridge;

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The purposes of conducting preliminary engineering are (1) to complete preliminary design and cost estimates for feasible alternatives for PROJECT, (2) for CITY to gain acceptance in writing from UPRR of a bridge replacement PROJECT prior to Coastal Development Permit application being submitted by Caltrans to CITY for the U.S. 101 HOV project and (3) to inform SBCAG, Caltrans and CITY of the extent to which PROJECT can be coordinated with the U.S 101 HOV project.

2. SBCAG will return to the CITY funds in the amount of $99,105 which represents the full extent of the unspent funds remaining from CITY'S contribution to prior iterations of PROJECT.

3. CITY shall retain the services of a qualified consulting firm to conduct the preliminary engineering work necessary for the PROJECT, develop cost estimates for the alternatives, and present the PROJECT alternatives to UPRR and Caltrans for input, review and acceptance.

4. CITY shall assemble a project development team and conduct meetings of the team for the duration of preliminary engineering that shall include at a minimum, representatives of CITY, SBCAG and Caltrans.

5. CITY shall present results from the preliminary engineering of PROJECT to the CITY Planning Commission for concept review on the environmental and coastal resource impacts of PROJECT, the feasibility of PROJECT's preliminary design, comments or acceptance by UPRR and Caltrans; and the PROJECT's applicability to fulfill the related Coastal Development Permit condition placed on the Milpas to Hot Springs project.

6. CITY and SBCAG agree to the provisions outlined in Exhibit A.

Amendments to this memorandum of understanding shall require approval by the SBCAG Board of Directors and the Santa Barbara City Council.

Made and entered into on this 29th, April 2013.

CITY OF SANTA BARBARA
a Municipal Corporation

Paul Ly for JLA
Mr. James Armstrong
City Administrator

ATTEST:

Gwen Peirce
Gwen Peirce, CMC
Santa Barbara City Clerk

APPROVED AS TO FORM:
Stephen P. Wiley
Santa Barbara City Attorney

T. O Strenger

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS

Mr. Roger Aceves
Chair

ATTEST:

Jim Kemp, Executive Officer
Clerk of the Board

APPROVED AS TO FORM:
Dennis Marshall
County Counsel

William M. Dillon
William M. Dillon,
Senior Deputy County Counsel

Exhibit A
INDEMNIFICATION AND NON-PARTNERSHIP

MUTUAL INDEMNIFICATION

CITY shall defend, indemnify and save harmless the SBCAG, its 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 his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the SBCAG.

CITY 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 CITY, its 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 his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the CITY.

SBCAG shall notify the CITY 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 herein.