

**MEMORANDUM OF UNDERSTANDING  
FOR SELECTION OF CONSULTANT FOR RUNWAY PROTECTION ZONE  
ANALYSIS FOR  
EKWILL FOWLER CIRCULATION IMPROVEMENT PROJECT**

THIS MEMORANDUM OF UNDERSTANDING FOR SELECTION OF CONSULTANT FOR RUNWAY PROTECTION ZONE ANALYSIS FOR EKWILL FOWLER CIRCULATION IMPROVEMENT PROJECT (this "Agreement"), dated for reference purposes as of this \_\_\_\_ day of \_\_\_\_\_, 2015, is made and entered into by and between the CITY OF SANTA BARBARA, a municipal corporation ("Santa Barbara") and the CITY OF GOLETA, a municipal corporation ("Goleta").

**Recitals**

- A. Santa Barbara owns and operates Santa Barbara Airport ("Airport"), within Santa Barbara city limits, adjacent and appurtenant to Goleta.
- B. As part of its Ekwil Fowler Circulation Improvement Project ("Project"), Goleta desires to construct a roundabout and appurtenant roadway to connect Fairview Avenue and South Street, which would eventually be renamed Fowler Road, located within the runway protection zone ("RPZ") of the Airport as set forth in Exhibit A.
- C. The Project provides important additional access and circulation through and around the Old Town portion of Goleta.
- D. Santa Barbara believes that the Project is inconsistent with the guidance from the Federal Aviation Administration ("FAA") with respect to the RPZ, but desires a third party expert opinion to assess the Project's potential negative impacts, if any, on the RPZ.
- E. The parties desire to cooperate in the identification and retention of an expert consultant ("Consultant") to conduct an independent Runway Protection Zone Impact Analysis ("Analysis") that will assess the Project's conformance with current FAA policies, guidelines, regulations, and advisory circulars (including compliance with AIP Grant assurances), and any safety impacts related to locating and constructing a roadway and roundabout in a RPZ as proposed by the Project.

NOW, THEREFORE, Santa Barbara and Goleta agree as follows:

1. Retention of Consultant

Santa Barbara shall issue a request for qualifications (“RFQ”) to retain Consultant with expertise in aviation and airport planning and experience in providing RPZ alternatives analyses. The consultant will perform the Analysis based on the generally agreed upon Scope of Work attached as Exhibit B. Santa Barbara will share with Goleta all responses to the RFQ and give Goleta an opportunity to provide comments and suggestions on each response. In its selection of a consultant, Santa Barbara will take into consideration Goleta’s comments and suggestions, but Santa Barbara in its sole discretion shall select the most qualified consultant to conduct the Analysis.

2. Proposals Exceeding \$100,000

In the event that the initial proposal of Consultant exceeds one hundred thousand dollars (\$100,000.00), not including any costs for potential extra services, Goleta shall have the option to terminate this Agreement in writing, within five (5) working days of receipt of notice from Santa Barbara of Consultant’s proposed cost of services. In the event Goleta terminates this Agreement, neither party shall be bound by the terms herein, or have any responsibility or obligation to perform or obtain any future Analysis for the Project, or select any consultant that may have submitted an initial proposal under one hundred thousand dollars (\$100,000.00), not including any costs for potential extra services.

3. Costs

In the event the option to terminate this Agreement pursuant to Section 2. above has not been exercised or is not available, Santa Barbara shall enter into a contract with Consultant as soon as reasonably possible, and Goleta shall reimburse Santa Barbara for all costs paid under the contract to Consultant within thirty (30) days receipt of invoice from Santa Barbara. Goleta’s obligation to reimburse Santa Barbara shall not exceed one hundred thousand dollars (\$100,000) unless Goleta authorizes a higher amount in writing prior to services being rendered.

#### 4. Cooperation Between Parties

The parties desire to engage in a collegial and collaborative approach to obtain the Analysis. Both parties agree to work together in good faith towards obtaining an Analysis described in Recital E above. Therefore, the parties agree to proceed in the following manner: (1) To the maximum extent feasible, all communications, oral and written, of a substantive nature with Consultant will involve both parties; (2) Both parties will provide Consultant with any requested information in a timely manner; (3) All information provided to Consultant will be provided to the other party; and (4) Both parties will have an opportunity to review and comment on a draft report before it is finalized. Santa Barbara and Consultant shall consider all comments and information provided by Goleta but, in the event of any conflicting information or comments, the final determination shall be made by Santa Barbara.

#### 5. Agreement with Consultant

Santa Barbara shall submit a draft of the consultant agreement to Goleta and consider Goleta's comments before finalizing the agreement. The consultant agreement shall specify, to the maximum extent feasible, Consultant will include both parties in oral and written communications, share any work product, including drafts, with both parties and receive comments and suggestions from both parties on drafts. The consultant agreement shall provide Santa Barbara with an option to terminate without cause any portion, or all of the services to be performed under the consultant agreement, upon thirty (30) calendar days written notice to Consultant. The consultant agreement shall specify that in the event of termination without cause, Consultant shall have the obligation to immediately assemble work in progress and turn said work over to Santa Barbara upon termination.

#### 6. Termination of Agreement

Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party. In the event Goleta terminates the Agreement, Santa Barbara shall terminate its contract with Consultant within ten (10) days receipt of Goleta's written request. All compensation for actual work performed and charges

outstanding at the time of termination of the consultant agreement by either party shall be payable by Goleta within thirty (30) days receipt of invoice from Santa Barbara and a final statement by Consultant.

## 7. Miscellaneous.

### 7.1 Partial Invalidity

If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

### 7.2 Waivers

No waiver of any breach of any covenant or provision herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for the performance of any obligation or act will be deemed an extension of the time for the performance of any other obligation or act.

### 7.3 Construction of Terms

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same. Unless otherwise indicated, all references herein to sections and paragraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

### 7.4 Governing Law

The parties agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the United States of America and

the State of California. In any action arising in connection with this Agreement, venue will be in the County of Santa Barbara, State of California, United States of America.

7.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other by facsimile transmission, the original copies will be sent by the signing party to the other parties as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon will for all purposes be treated as originals.

7.6 Further Assurances

The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

7.7 Notices

Any notices permitted or required hereunder will be in writing and will be deemed given by (a) personal delivery at the time it is delivered, or (b) depositing said notice in the United States mail, postage prepaid and addressed as follows:

To City of Santa Barbara:

City of Santa Barbara  
Attn: Airport Director  
601 Firestone Road  
Santa Barbara, California 93117  
FAX: (805) 564-5475

Copy to:

City of Santa Barbara  
Attn: City Attorney  
P.O. Box 1990  
Santa Barbara, California 93102  
FAX: (805) 897-2532

To City of Goleta:

City of Goleta  
Attn: City Manager  
130 Cremona Drive, Suite B  
Goleta, California 93117  
Fax (805) 961-7504

Copy to:  
City of Goleta  
Attn: City Attorney  
130 Cremona Drive, Suite B  
Goleta, California 93117  
Fax (805) 961-7504

Any notice mailed as described above will be deemed to have been given as of the time the same is deposited in the United States mail. Any party may change its address for notice purposes by giving notice of such change in the manner set forth above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written

*(Signatures appear on following page)*

CITY OF SANTA BARBARA

CITY OF GOLETA

BY: \_\_\_\_\_  
Paul Casey  
City Administrator

BY: \_\_\_\_\_  
Michelle Greene  
City Manager

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Gwen Peirce, CMC  
City Clerk Services Manager

BY: \_\_\_\_\_  
Deborah Lopez  
City Clerk

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
Hazel Johns  
Airport Director


APPROVED AS TO FORM:  
Ariel Pierre Calonne, City Attorney

BY: \_\_\_\_\_  
Tava Ostrenger  
Assistant City Attorney

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
Rosemarie Gaglione  
Public Works Director

APPROVED AS TO FORM:

BY:  \_\_\_\_\_  
Tim Giles  
City Attorney

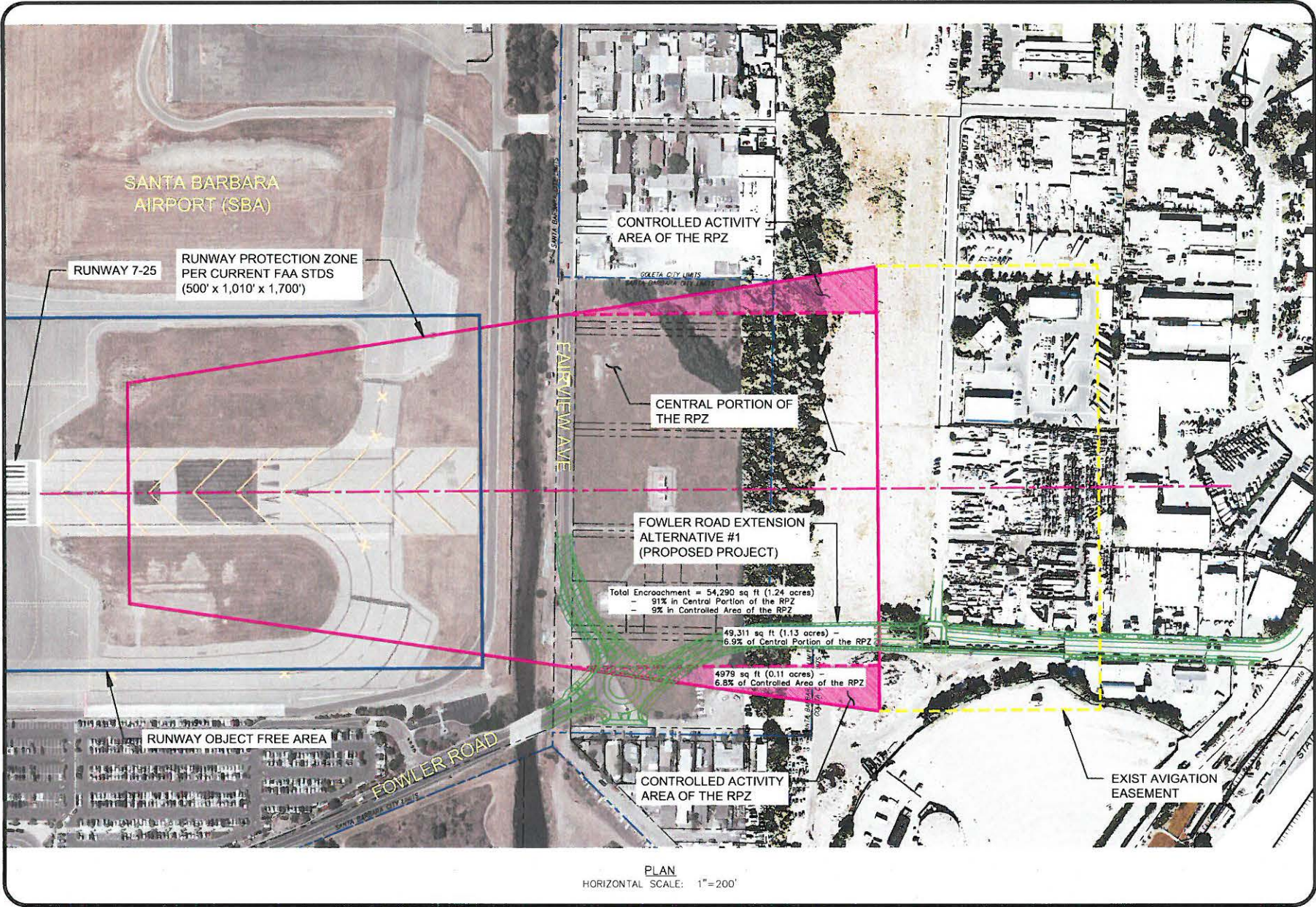
**EXHIBIT "A"**

Diagram of Proposed Roundabout



# EXHIBIT A

PLOT NO. NUMBER PLAT DATE: Filed February 26, 2015  
 FILE NAME: CV 150015 CONTROL STREET AND FOWLER ROAD - CITY OF GOLETA/400 PROJECT DESIGN FILES/400 ROADWAY & CIVIL/EXHIBITS/2015-07-09\_AIRPORT RPZ/EXHIBIT - SB AIRPORT RUNWAY PROTECTION ZONE\_2015-02-20.DWG



**FOWLER ROAD EXTENSION PROJECT**  
 Santa Barbara Airport  
 Runway 25 - Runway Protection Zone Encroachment



## EXHIBIT B

### PRELIMINARY SCOPE OF WORK

#### Santa Barbara Municipal Airport – Fowler Road Extension Runway Protection Zone Impact Analysis

- 1) Introduction
  - a) Goleta has proposed to construct a new roadway and roundabout that would extend through the Runway Protection Zone (“RPZ”) of the Airport’s primary commercial runway, Runway 7-25 (see Attachment 1) (hereinafter generally referred to as the “Project”). The new roadway and roundabout project was analyzed in an EIR, for installation in two alternative locations. Goleta’s preferred location for the Project (hereinafter referred to as “Proposed Project”) would extend into the Central Portion of the RPZ.
  - b) Purpose of study is to provide Santa Barbara decision makers with relevant information needed to assist in making a decision on whether or not to support the Project due to its proposed location within the RPZ.
- 2) Proposed scope of work for RPZ impact Analysis
  - a) Description of RPZs
    - i) Define what an RPZ is based upon guidance in AC 2150/5300-13A.
    - ii) Define FAA requirement/guidance/expectations of an airport to comply with FAA standards based upon guidance in AC 2150/5300-13A, FAA memorandum *Interim Guidance on Land Uses Within a Runway Protection Zone* (dated September 27, 2012), the AIP Handbook and current grant assurances.
  - b) Existing conditions
    - i) Summarize existing airport status in 2-3 pages: airfield configuration, operations and fleet mix, use of runway related to RPZ
    - ii) Describe existing uses within RPZ. Provide a summary table that documents:
      - (1) The acreage of each use within the Central Portion of the RPZ and Controlled Activity Area.
      - (2) Distance from the runway end and landing threshold to each use.
    - iii) Document traffic counts, level of service and other characteristics of South Fairview Avenue and any other road segments within the RPZ.
    - iv) Document characteristics of any other land uses within the RPZ. Note number of occupants, times of occupancy and related details.
    - v) Document current and planned sponsor control of the land within the RPZ

- vi) Provide a graphic showing the Central Portion of the RPZ and Controlled Activity Area along with existing land uses within and near the RPZ.
- c) Define the Proposed Project and its purpose
  - i) Context of the Proposed Project
    - (1) Document other planned land uses and projects in the vicinity that might affect the RPZ.
    - ii) Anticipated changes to the airfield or airport operations that might affect RPZ
- 3) Proposed Project and Alternatives
  - a) Separately document the Proposed Project and the Alternate Projects
    - i) Validate, if possible, the road design for the Proposed Project and the Alternate Project based upon current standards and stated project purpose.
  - b) Evaluate whether other plausible alternatives to the Proposed Project could reduce or eliminate intrusion into the RPZ.
    - i) If appropriate, develop conceptual designs for alternative road alignments. Alternatives shall consider the following items:
      - (1) Horizontal alignment design
      - (2) Design speed
      - (3) Property and environmental impacts
      - (4) Minimize impact on the RPZ, with particular consideration of the central portion
      - (5) Intersection geometry
      - (6) Vertical alignment design
      - (7) Design speed and sight distance
      - (8) Minimize vertical penetration into the RPZ (light poles)
      - (9) Intersection grades
      - (10) Intersection geometry - Roundabout
      - (11) Roundabout geometry to provide geometric control of speeds
      - (12) Approach geometry
      - (13) Entry angles
      - (14) Large vehicle accommodation
      - (15) Intersection sight distance
      - (16) Traffic operations
      - (17) Light pole placement
    - ii) Review identified alternatives with Santa Barbara and Goleta
    - iii) Refine alternatives based upon input from Santa Barbara and Goleta
- 4) Analysis - For the Proposed Project and each identified alternative:
  - i) Document the full costs regardless of funding sources
    - (1) If new alternatives are identified, preliminary engineering designs and property valuations may/will be required. These tasks are not included in this scope; an amendment would be required.

- ii) Assess the practicability in terms of cost, constructability environmental constraints and other factors
  - iii) Document the specific portions and percentages of the RPZ affected drawing clear distinction between Central Portion of the RPZ versus the Controlled Activity Area
  - iv) Identify how the Proposed Project or identified alternative minimizes the impact of the land use in the RPZ (reduce footprint in more critical areas of RPZ
  - v) Identify existing design elements that mitigate risk to people and property on the ground
  - vi) Identify potential design refinements that would further mitigate risk to people and property on the ground
  - vii) Analysis of sponsor control of the land within the RPZ
  - viii) Full analysis of the benefits of the Proposed Project or identified alternatives to the City of Goleta, the City of Santa Barbara, and specifically the Santa Barbara Municipal Airport.
    - (1) Benefits are to be supported by engineering and traffic data.
  - ix) Full analysis of the risks of the Proposed Project and identified alternatives to the City of Goleta, the City of Santa Barbara, and specifically the Santa Barbara Municipal Airport.
    - (1) Risk analysis shall include any differences in level of public safety for aircraft, and people and property on the ground between the project alternatives, including no project.
  - x) Analysis of benefits versus risks for the City of Santa Barbara and the Santa Barbara Municipal Airport with an emphasis on Airport perspective.
    - (1) Include findings and documentation that any additional risk to, or loss of public safety is overridden by other benefits of the project alternative.
    - (2) Identify specific benefits for the Santa Barbara Municipal Airport that would justify any additional public safety risk associated with Proposed Project and identified alternatives.
- b) Evaluate the impact of a no action alternative on the areas to be served by the proposed roads.
- 5) Identify the alternative, whether it be the Proposed Project or an identified alternative, that would have the least impact on safety
- 6) Provide a recommendation for proceeding with either the Proposed Project or identified alternative , with any recommended modifications, or a recommendation for no action.

## Contract logistics

- 1) Scope of Services
  - a) Prepare up to two draft scopes of services and one final scope of services.
  - b) Prepare a budget to support the final scope of services
  - c) Coordinate with Santa Barbara and Goleta staff and, if directed by Airport staff, FAA staff in development of the scope and budget.
  - d) Complete necessary contractual documents
- 2) Report Preparation
  - a) Prepare an initial analysis of the Proposed Project's safety impacts to the RPZ based on section 4 of the Scope of Work
  - b) Prepare an administrative draft of the report outlined above. The report will include a narrative discussion and supporting exhibits
  - c) Prepare a revised draft incorporating Santa Barbara and Goleta comments.
  - d) Facilitate submission of the draft report to the LA ADO
  - e) Revise the report to respond to any comments received from the LA ADO
  - f) Facilitate submission of the revised report to the FAA Western-Pacific Region
  - g) Revise the report to respond to any comments received from the FAA Western-Pacific Region
  - h) Facilitate submission of the revised report to the FAA National Airport Planning and Environmental Division
  - i) Revise the report to respond to any comments received from the FAA National Airport Planning and Environmental Division
- 3) FAA Form 7460 Preparation and Submittal
  - a) Submit documentation needed for project Airspace determination by the FAA.
- 4) Meetings/Coordination
  - a) Participate in one face-to-face meeting with the LA ADO staff and one with the Western-Pacific Region staff
  - b) Participate in up to five conference calls with FAA staff (i.e., ADO, Region and National)
  - c) Participate in up to five conference calls with Airport staff
  - d) Participate in up to two face-to-face meetings with project proponents and two additional conference calls
  - e) Provide status reports to Santa Barbara, Goleta, and ADO staff at least twice per month.