



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Melissa Angeles, Project Manager

SUBJECT: Amendment No. 1 to Utility Agreement 05-UT-1813.361 with the Goleta Water District for the Ekwill Street and Fowler Road Extensions Project

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 1 to Utility Agreement 05-UT-1813.361 with the Goleta Water District for the Ekwill Street and Fowler Road Extensions Project; and
- B. Authorize the City Manager, or designee, to apply for and enter into or amend any necessary utility and service agreements associated with Project Connect at any amount that is supported by the project budget.

BACKGROUND:

The Ekwill Street and Fowler Road Extensions Project is partially funded through the State Transportation Improvement Program (STIP) and is being delivered in accordance with Caltrans and federal guidelines. It has been combined with the federally funded Hollister Avenue Bridge Replacement Project to create Project Connect. As a result, the project has been federalized and is being delivered in compliance with all applicable federal processes and requirements.

The project requires significant utility relocations along Hollister Avenue, Ekwill Street, and Fowler Road. To determine financial responsibility for utility relocations, utility companies must provide documentation establishing prior rights, such as easements or property rights that predate the establishment of the public right-of-way. Where prior rights are established, the City may be responsible for all or part of the relocation costs. In such cases, the City will coordinate with the utility owner to execute a cost-sharing agreement, subject to applicable federal and state reimbursement policies. In locations where no prior rights exist and utility facilities are located within the public right-of-way under a permit or franchise, the utility owner is generally responsible for the full cost of relocation.

DISCUSSION:

During the design phase for the Ekwil-Fowler Project, the Goleta Water District (GWD) was identified as one of the utility companies with conflicts related to the proposed project improvements. Upon receiving notification, GWD assessed and identified prior rights at some locations within the project footprint. The prior rights were based on a portion of the impacted GWD facilities being located within utility easements owned by GWD and other facilities being within Caltrans right-of-way and therefore falling under an existing Joint Use Agreement executed in 1964 between the Department of the Interior, United States Federal Bureau of Reclamation, and the State. The City design team reviewed the liability assessment and concurred with it. GWD developed utility relocation designs and cost-share construction estimates, which City staff reviewed and approved.

In July 2021, the City Council approved a utility agreement with GWD. However, due to inflation-driven increases in construction costs and supply chain issues related to COVID-19, the total relocation cost estimate rose from \$1 million to \$1.9 million. In October 2022, the City Council authorized the City Manager to enter into a new Utility Agreement No. 05-UT-1813.361 (Agreement), which accounted for the increased construction costs and included updated language at Caltrans' request. The City's cost share under the Agreement was \$382,213, approximately 20%.

In April 2025, GWD requested an amendment to the Agreement to address increased project-related costs. Per Section IV of the Agreement, if costs exceed 125% of the estimated cost of the agreement, an amendment must be executed prior to payment of the final invoice to GWD.

The estimated relocation costs covered in the Agreement increased from \$1.9 million to \$2.3 million, increasing the City's estimated share from \$382,213 to approximately \$762,566 due to construction implementation delays, cost inflation, unforeseen field conditions, and plan revisions. The City's total share also includes an allowance of \$134,915 for assistance from GWD to relocate water services at 600 Pine Avenue, as required by the terms of the Irrevocable Offer of Dedication of Fee Interest for Public Roadway (2010-0042536), dated August 4, 2010. This expense is entirely the City's responsibility. Additionally, the Agreement allows for the City's cost share to be adjusted based on actual costs incurred upon completion of construction, ensuring the final payment reflects actual expenditures.

Public Works recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Agreement with GWD for the Ekwil-Fowler Project, and authorize the City Manager to enter or amend any necessary utility and service agreements relating to Project Connect at any amount that is supported by the project budget, ensuring the timely delivery of utility services and continued progress of the project.

FISCAL IMPACTS:

Table 1 below provides estimated costs for the Ekwil-Fowler Project.

Table 1: Ekwil-Fowler Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Preliminary Engineering/Environmental	\$9,854,864	General Fund (101)	\$8,511,977
Land Acquisition	\$5,214,455	General Fund (102)	\$250,000
Construction	\$51,765,779	Measure A (205)	\$1,325,292
		Measure A – Other (206)	\$365,315
		Measure A Project Connect (207) (grant)	\$8,414,318*
		Transportation DIF (220)	\$17,019,956*
		LRDP (230)	\$6,521,664
		Developer Agreement (231)	\$1,554,760
		STIP (308) (grant)	\$15,822,321
		CDBG (402) (grant)	\$97,000
		STIP (404)	\$670,187
		ARPA (423)	\$4,933,990
		RDA (601)	\$654,318
		Gas Tax (201)	\$694,000*
		Total:	66,835,098
Total:	\$66,835,098		

*Amount is subject to adoption of Fiscal Year 25/26 budget.

There is sufficient budget in Fiscal Year (FY) 24/25 to cover the City's share of the utility relocation cost. The table below summarizes the FY 24/25 current budget amounts for the Ekwil-Fowler Project.

Table 2: FY 24/25 Ekwil-Fowler Project Budget

Fund Type	Account	FY 24/25 Current Budget	YTD Actuals and Encumbrances	Total Available Budget
Transportation DIF	220-90-9002-57050	\$311,430	\$311,428	\$2
Transportation DIF	220-90-9002-57071	\$7,235,875	\$6,911,777	\$324,098
LRDP	230-90-9002-57071	\$5,623,633	\$5,088,679	\$534,954
General	101-90-9002-57071	\$8,511,160	\$0	\$8,511,160

Gas Tax	201-90-9002-57071	\$40,000	\$13,187	\$26,813
Measure A Named Project	207-90-9002-57071	\$4,207,159	\$0	\$4,207,159
Developer Agreement	231-90-9002-57071	\$1,554,760	\$0	\$1,554,760
Total		\$27,484,017	\$12,325,071	\$15,158,946

ALTERNATIVES:

The City Council may elect not to approve Amendment No. 1 to Agreement 05-UT-1813.361. However, doing so may result in the loss of \$11,340,000 in STIP funds programmed for the Ekwil-Fowler Project.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 1 to Utility Agreement 05-UT-1813.361 with Goleta Water District
2. Utility Agreement 05-UT-1813.361 with Goleta Water District

ATTACHMENT 1

Amendment No. 1 to Utility Agreement 05-UT-1813.361 with Goleta Water District

City of Goleta**UTILITY AGREEMENT**

DISTRICT: 05	COUNTY: SB	ROUTE: 217	POST MILE(S): 2.1/2.4	PROJECT ID/ EA: 0500000548 / EA#461IU
FEDERAL AID NUMBER:				OWNER'S FILE NUMBER: Project # 12-4111 & 16-4356
FEDERAL PARTICIPATION/ FEDERALLY ELIGIBLE/NEPA DOCUMENT: On the Project: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OWNER PAYEE DATA NO. VC: AD: or Form STD 204 is attached <input checked="" type="checkbox"/>				

UTILITY AGREEMENT NO.: 05-UT-1813.361 DATE: June 3, 2025

The City of Goleta, hereinafter called "CITY" proposes to:

Construct the Ekwill Street and Fowler Road Extensions Project in the City of Goleta. The project includes the construction of a new road (Ekwill Street) running east-west across Goleta Old Town south of Hollister Avenue, operational improvements (roundabouts) at the CITY Route 217 interchange with Hollister Avenue, and the improvement and extension of existing South Street located in southern Goleta Old Town.

And: Goleta Water District
4699 Hollister Avenue
Goleta, CA 93110-1999

hereinafter called "OWNER", owns and maintains various waterline facilities and appurtenances ("FACILITY") located within proposed Ekwill Street, at the CITY Route 217 interchange with Hollister Avenue and within proposed Fowler Road, that are located within the limits of CITY's project which require relocation to accommodate CITY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 05-1813-361 dated September 14, 2022, OWNER shall relocate its water line facilities and appurtenances. All work shall be performed substantially in accordance with OWNER's Plan No. 12-4111 and 16-4356 dated July 17, 2020, consisting of 11 sheets, ("Owner's Plan") a copy of which is on file in the Office of CITY at 130 Cremona Drive, Suite B, Goleta, CA 93117.

Deviations from the OWNER's plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner.

Such Revised Notices to Owner, approved by the CITY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 20.40% CITY expense and 79.60% OWNER expense in accordance with OWNER's superior prior rights for a portion of the required relocations.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The CITY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall

maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work performed under this agreement. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 180 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; CITY will provide written notification to OWNER of its intent to close its file within 30 days and and if OWNER DOES NOT WITHIN 15 days respond to such notice, OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by CITY and/or Federal Auditors. In performing work

under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1. Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR. Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY billing. If OWNER is subject to repayment due to failure by CITY to comply with applicable laws, regulations, and ordinances, then CITY will ensure that OWNER is compensated for actual cost in performing work under this agreement

It is estimated that the CITY's cost share will be \$762,566.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of CITY's request of February 10, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of CITY under the terms of this Agreement are subject to the acceptance of the Agreement by the City Council of the CITY and the Board of Directors of OWNER the passage of the annual Budget by the CITY Council, and the allocation of those funds by the CITY.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing

processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, CITY provides to OWNER any materials that are subject to the Buy America Rule, CITY acknowledges and agrees that CITY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule)."

CITY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by CITY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF GOLETA

OWNER: Goleta Water District

By: _____

Name: Robert Nisbet

Date

Title: City Manager

By: _____

Name: Lauren Hanson

Date

Title: President, Board of Directors

APPROVAL RECOMMENDED:

Signed by:
By:  _____ 5/13/2025
A1BF8F896101496...

Name: Winnie Cai

Date

Title: Assistant City Attorney

By: _____

Name: Andrew L. Jared

Date

Title: District General Counsel

ATTACHMENT 2

Utility Agreement 05-UT-1813.361 with Goleta Water District

Such Revised Notices to Owner, approved by the CITY and agreed to/ acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 20.40% CITY expense and 79.60% OWNER expense in accordance with OWNER's superior prior rights for a portion of the required relocations.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The CITY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall

maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work performed under this agreement. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 180 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; CITY will provide written notification to OWNER of its intent to close its file within 30 days and and if OWNER DOES NOT WITHIN 15 days respond to such notice, OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by CITY and/or Federal Auditors. In performing work

under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY billing. If OWNER is subject to repayment due to failure by CITY to comply with applicable laws, regulations, and ordinances, then CITY will ensure that OWNER is compensated for actual cost in performing work under this agreement.

It is estimated that the CITY's cost share will be \$382,213.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of CITY's request of February 10, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of CITY under the terms of this Agreement are subject to the acceptance of the Agreement by the City Council of the CITY and the Board of Directors of OWNER the passage of the annual Budget by the CITY Council, and the allocation of those funds by the CITY.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing

processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, CITY provides to OWNER any materials that are subject to the Buy America Rule, CITY acknowledges and agrees that CITY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule)."

CITY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by CITY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF GOLETA

OWNER: Goleta Water District

By: [Signature] 11/1/22
Name: Robert Nisbet Date
Title: City Manager

By: [Signature] 11/3/22
Name: Kathleen Werner Date
Title: President, Board of Directors

APPROVAL RECOMMENDED:

By: [Signature] 11-1-22
Name: Winnie Cai Date
Title: City Attorney

By: [Signature] 11/3/22
Name: Andrew L. Jared Date
Title: General Counsel