

AMENDMENT NO. 11
to
AGREEMENT
between
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
and
AYARS & ASSOCIATES

The Agreement (hereinafter AGREEMENT) made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and AYARS & ASSOCIATES (hereafter "CONTRACTOR") having its principal place of business at 912 Hope Street, Santa Barbara, CA 93110 and collectively referred to as the "PARTIES" and executed on June 27, 2017, is hereby amended ("AMENDMENT NO. 11") as follows:

1. Exhibit A1.11 "Scope of Services for Task Order No. 11 Segments 4B to 4E" is added to the AGREEMENT as attached hereto and incorporated herein by reference.
2. Exhibit B "Agreement Cost & Payment Arrangements" Section A is deleted and replaced in its entirety as follows:

For CONTRACTOR services to be rendered under this AGREEMENT, CONTRACTOR shall be paid a total AGREEMENT amount, including cost reimbursements, up to and not to exceed **\$2,703,045.**

3. Exhibit B "Agreement Cost & Payment Arrangements" Section F is deleted and replaced in its entirety with the table below which summarizes funding allocation, funding authorization, and approved task orders, including TASK ORDER NO. 11:

Agreement	Authorization Date	Amount Allocated	Exhibit B, Section A Agreement Running Total Not-To-Exceed
Master Agreement	6/27/2017	\$300,000	\$300,000
Amendment No. 1	7/1/2018	\$100,000	\$400,000
Amendment No. 2	7/1/2019	\$250,000	\$650,000
Amendment No. 3	2/20/2020	\$80,000	\$730,000
Amendment No. 4 for Segment 4A	6/18/2020	\$135,000	\$865,000
Amendment No. 5 for Segments 4B to 4E	6/18/2020	\$205,000	\$1,070,000
Amendment No.6 for Segment 4A	5/20/2021	\$161,000	\$1,231,000
Amendment No. 7 for Segments 4B to 4E	5/20/2021	\$399,000	\$1,630,000
Amendment No. 8 for Santa Claus Lane	5/19/2022	\$120,000	\$1,750,000
Amendment No. 9 for Olive Mill and San Ysidro	6/16/2022	\$304,605	\$2,054,605
Amendment No. 10 for 4A Landscaping	6/16/2022	\$38,600	\$2,093,205
Amendment No. 11 for Segments 4B to 4E	7/21/2022	\$609,840	\$2,703,045

Task Orders (TO)	Date	Agreement Amount Balance (A)	Amendment (B)	TO Amount (C)	Unused Agreement Amount (D) = (A)+(B)-(C)	TO Amount Remaining Unused (E)	Agreement Running Total Not to Exceed (F) = (D) + (E)
TO No. 1	6/27/2017	\$300,000	\$0	\$181,003	\$118,997	\$0	\$118,997
TO No. 2	7/1/2018	\$118,997	\$100,000	\$210,287	\$8,710	\$0	\$8,710
TO No. 3	7/1/2019	\$8,710	\$250,000	\$257,000	\$1,710	\$0	\$1,710
TO No. 3 Supplemental No. 1	2/20/2020	\$1,710	\$80,000	\$76,100	\$5,610	\$15,000	\$20,610
TO No. 4 for Segment 4A	6/18/2020	\$20,610	\$135,000	\$135,742	\$19,868	\$0	\$19,868
TO No. 5 for Segments 4B to 4E	6/18/2020	\$19,868	\$205,000	\$203,608	\$21,260	\$0	\$21,260
TO No. 6 for Segment 4A	5/20/2021	\$21,260	\$161,000	\$153,300	\$28,960	\$0	\$28,960
TO No. 7 for Segments 4B to 4E	5/20/2021	\$28,960	\$399,000	\$380,000	\$47,960	\$0	\$47,960
TO No. 8 for Santa Claus Lane	5/19/2022	\$47,960	\$120,000	\$117,390	\$50,570	\$0	\$50,570
TO No. 9 for Olive Mill and San Ysidro Roundabout	6/16/2022	\$50,570	\$304,605	\$290,100	\$65,075	\$0	\$65,075
TO No. 10 for Segment 4A	6/16/2022	\$65,075	\$38,600	\$38,600	\$65,075	\$0	\$65,075
TO No. 11 for Segments 4B to 4E	7/21/2022	\$65,075	\$609,840	\$609,840	\$65,075	\$0	\$65,075

4. Exhibit B1.11 "Detailed Budget of Hours and Cost for Task Order No. 11 Segments 4B to 4E" is added to the AGREEMENT as attached hereto and incorporated herein by reference.
5. **Counterparts.** This AMENDMENT NO. 11 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the PARTIES.
6. **Ratifications.** The terms and provisions set forth in this AMENDMENT NO. 11 shall modify and supersede all inconsistent terms and provisions set forth in the AGREEMENT and AMENDMENT NUMBERS 1 THROUGH 10. The terms and provisions of the AGREEMENT and AMENDMENT NUMBERS 1 THROUGH 10 except as expressly modified and superseded by this AMENDMENT NO. 11, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the PARTIES.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date when fully executed by both parties.

CONTRACTOR

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

By: _____
Kirsten Ayars
President

By: _____
Das Williams
Chair, Board of Directors

Date _____

Date: _____

Attest:
Marjie Kirn, Executive Director
Clerk of the Board

By: _____
Deputy

Approved as To Form:

Rachel Van Mullem
County Counsel

By:  _____
Senior Deputy County Counsel

Exhibit A1.11
Scope of Services for Task Order No. 11
Segment 4B to Segment 4E
July 21, 2022 to June 30, 2023

Work Task	Description	Deliverables/Performance Measures
PROJECT: HIGHWAY 101: CARPINTERIA TO SANTA BARBARA – SEGMENTS 4B to 4E		
1.	Preconstruction & Construction Messaging & Materials	
	a. CMGC Partnering CONTRACTOR will participate in partnering with broader team members and with the pre-construction construction manager.	<ul style="list-style-type: none"> Participation in partnering sessions.
	b. Highway 101: Communications Task Team CONTRACTOR will work with Hwy 101 Communications task team to continue to define and plan a communications outreach plan for Segments 4B – E of the Hwy 101: Carpinteria to Santa Barbara and other corridor related projects. Attend team meetings regarding design, Phase 4 strategy, and other local connection projects as needed. Continue Lane & Train Updates for the larger corridor CONTRACTOR will work with Caltrans, SBCAG, County of Santa Barbara and City of Santa Barbara staff to refine a preconstruction and construction communication schedule and messaging. This will include messaging surrounding new infrastructure, project goals, timelines, and construction staging as well as traffic management plans for the traveling public and the communities located within the Padaro, Summerland, Montecito, and Santa Barbara segments.	<ul style="list-style-type: none"> Participation in regular Highway 101 Communication Task Team meetings Attend team meetings and develop outreach strategies for Segments 4B – E. Continue Lane & Train updates to the larger corridor of neighbors, commuters, media, elected officials, and interested parties as needed. Develop new materials and presentations with larger team to explain new components, design ideas, funding, and implementation plans.
	c. Elected Official Meetings and Follow Up CONTRACTOR will participate in meetings with Caltrans and SBCAG with local elected officials.	<ul style="list-style-type: none"> Participation in meetings with elected officials.
	d. Coastal Development Permit Support CONTRACTOR will work with team to craft messaging for public review hearings on Segments 4D – E through design review and coastal permitting. Attend hearings as needed, present materials, and provide support for City of Santa Barbara (Architectural Review Board and Planning Commission) and County of Santa Barbara (SBAR, MBAR, and Planning Commission).	<ul style="list-style-type: none"> Messaging and presentation support for the Design Review Team process and public hearings as part of the Coastal Development Permits.
(e intentionally omitted)		
	f. Fact Sheets/Talking Points/Presentations CONTRACTOR will work on collateral material related to fact sheets and development of talking points and presentations for items such as Montecito sound walls, Cabrillo Blvd interchange, etc.	
	g. Parallel Projects CONTRACTOR will work on messaging for the development of talking points and presentations related to how the parallel projects tie into the Highway 101 improvements.	
	h. Administration CONTRACTOR will provide administrative support related to the public information contract.	
2.	Construction Updates (4B, 4C, SY)	
	CONTRACTOR will work with Caltrans, SBCAG, County and City staff to monitor, plan, and strategize current and future construction schedules, closures, detours, and impacts to the surrounding community and traveling public. Prepare regular updates to share current construction activities, closures, and upcoming work with residents, businesses, employees, media and interested parties. Includes the start (up to four months) of San Ysidro Roundabout construction.	<ul style="list-style-type: none"> Bi-weekly updates for 4B, 4C, and 4D
3.	Transportation Management Plan & Construction Meetings (4B, 4C, SY)	
	CONTRACTOR will attend and participate in meetings for 4B, 4C, and San Ysidro Roundabout with Caltrans construction team, SBCAG, County, and City to maintain open and updated information with the larger project team and	<ul style="list-style-type: none"> Review agenda in advance with SBCAG project lead.

Work Task	Description	Deliverables/Performance Measures
PROJECT: HIGHWAY 101: CARPINTERIA TO SANTA BARBARA – SEGMENTS 4B to 4E		
	project contractor. Work with team on ongoing issues as they arise, monitor community feedback to address current construction impacts and issues, and strategize ways to reduce community impacts with TMP team.	<ul style="list-style-type: none"> Document community, stakeholder, and other issues for discussion and resolution with TMP coordination team.
4.	Public Interface and Issue Response (4B, 4C, SY)	
	a. SB Roads Hotline CONTRACTOR will: <ul style="list-style-type: none"> Maintain and monitor the SB Roads Hotline in English and Spanish. Respond to inquiries in a timely fashion (generally same business day) with information on project construction, anticipated and current closures, detours, bike path shuttle information, and neighborhood issues associated the project work. 	<ul style="list-style-type: none"> Document the number of hotline calls received and key issues.
	b. SBROADS.com CONTRACTOR will: <ul style="list-style-type: none"> Respond to email inquiries received through the website or sent directly to the team. Ongoing tracking of key issue areas. 	
	c. Stakeholder Database, Email Inquiries, & Community Engagement CONTRACTOR will: <ul style="list-style-type: none"> Update the community outreach database to add outreach information for new impacted residents, community and neighborhood groups, and interested parties. Ongoing updates to the database for impacted residents, Hwy 101 users, community and neighborhood groups, business leaders, school officials, and interested parties. This includes adding and removing interested parties as requested. 	
5.	Media and Milestone Events	
	a. Media Outreach CONTRACTOR will: <ul style="list-style-type: none"> Continue outreach and interface, including interviews, with media to realistically set expectations related to project goals and construction timing. Continue regular outreach schedule with regional media to provide overview information, respond to inquiries, and reach a larger audience with project planning information. Answer media inquiries, explain construction staging, and serve as project spokesperson. Create updated materials as needed for media use (photos, maps, detours, etc). Monitor media, maintain a media log of coverage, respond to misinformation, and update team regarding coverage. 	<ul style="list-style-type: none"> Work with team to provide materials and key information to local media. Work with reporters to garner accurate coverage of components, implementation timing, and key issue areas addressed for motorists and local communities. Highlight key issues or concerns identified from interviews or earned media and work with team to address as needed.
(c intentionally omitted)	b. Groundbreaking Events CONTRACTOR will: <ul style="list-style-type: none"> Work with the project team to plan and implement key groundbreaking events for the start of Highway 101 segments. 	<ul style="list-style-type: none"> Create event plan, materials, messaging for team, media materials, and team coordination as needed for events.
	d. City Council & SBCAG Board Updates CONTRACTOR will: <ul style="list-style-type: none"> Provide updates to City and County staff and elected officials at key milestones during preconstruction and construction. Create an updated presentation with photosims, construction photos, construction staging information, community feedback, and widening project information as needed. 	<ul style="list-style-type: none"> Presentations for use at City Council and/or SBCAG Board meetings. Provide summary of meetings to project team and follow-up as needed based on inquiries from meetings.
6.	Stakeholder & Community Groups	
	a. Residents (4B, 4C, SY) CONTRACTOR will: <ul style="list-style-type: none"> Develop a preconstruction outreach schedule for resident and community outreach, including: 	<ul style="list-style-type: none"> Summaries of meetings with homeowner/resident groups; business groups and other community groups.

Work Task	Description	Deliverables/Performance Measures
PROJECT: HIGHWAY 101: CARPINTERIA TO SANTA BARBARA – SEGMENTS 4B to 4E		
	<ul style="list-style-type: none"> Hold up to 1 preconstruction overview meetings to review key components, staging and construction timing, detours, and initial impact areas. Conduct construction outreach to key resident groups, property managers, and homeowners associations that are directly impacted by new sound walls and construction. Create a regular outreach system to set expectations related to construction information (construction email updates and media), community meetings, and City updates. 	<ul style="list-style-type: none"> Maintain a log of key concerns and responses. Summaries of meetings with schools/first responders/other stakeholders. Attend and present (as needed) at community organization meetings and public hearings. Respond to individual concerns and community group concerns. Maintain log of key issues and areas of concern.
	<p>b. Businesses (4B, 4C, SY) CONTRACTOR will update business outreach to provide information to key impacted areas and address ongoing concerns.</p> <ul style="list-style-type: none"> Hold up to 2 overview meetings targeting business concerns in Summerland and Montecito and adjacent to the project areas. Address key business concerns and provide individual business outreach as needed for key issues. Maintain a log of key issues, concerns, and resolutions. Participate in community events as needed to provide project overviews and timely updates based on key project milestones. 	
	<p>c. Community Groups CONTRACTOR will continue regular updates to stakeholders groups, including:</p> <ul style="list-style-type: none"> Business and community leader network: Continue updates and work with Caltrans and SBCAG to present project information to community leaders and organizations, respond to inquiries, and address misinformation or expectations. Presentations may include updates to the following organizations: Summerland Citizens Association, Padaro Lane Association, Montecito Association, Coast Village Business Association, Santa Claus Lane Business Association, Audubon Society, Santa Barbara Regional Chambers of Commerce, Santa Barbara Zoo, Los Patos area businesses, etc 	
	<p>d. Carpinteria, Montecito Unified, Cold Springs School Districts CONTRACTOR will work with the Carpinteria Unified School District (CUSD), Summerland Elementary School, Montecito Union School (MUSD), and Cold Springs School District to provide regular updates, answer questions, and respond to key issues near campuses. Work to include:</p> <ul style="list-style-type: none"> Provide project materials, timelines for work in school zones, safe routes to school when construction affects sidewalks and bike lanes. General information for parents, staff, and PTA members. Project update meetings with CUSD & MUSD Superintendents and additional outreach to private schools as needed. 	
	<p>e. First Responders (4B, 4C, SY) CONTRACTOR will continue outreach to the first responders network and provide regular updates. This includes the Santa Barbara Sheriff's Department, California Highway Patrol, Carpinteria and Summerland Fire Protection Districts, and American Medical Response.</p>	
	<p>f. Transit, Trucking, Hotels, Parks, & Visitors (4B, 4C, SY) CONTRACTOR will continue outreach and information updates to the Trucking Association, Hotel & Lodging Assn, and Lookout Park.</p>	

Exhibit B1.11
Exhibit B1.11 "Detailed Budget of Hours and Cost for Task Order No. 11
Segments 4B to 4E

WORK TASK DESCRIPTIONS	Unit	Qty	Hrs/Per	Task				Total
				4B	4C	4D	4E	
1. Pre-con Messaging & Materials/General Communication				\$8,069	\$8,069	\$50,966	\$39,302	\$106,406
a. CMOC Partnering	Mtg	4	6.0	\$1,188	\$1,188	\$1,188	\$1,188	\$4,752
b. Highway 101 Communication Mtg/Follow Up	Each	12	3.5	\$2,079	\$2,079	\$2,835	\$2,079	\$9,072
c. Racked Official Mtg/Updates/Follow Up	Each	20	3.0	\$1,553	\$1,553	\$6,750	\$3,375	\$13,231
d. CDP Support - 4D	Mtg	6	10.0			\$20,250		\$20,250
e. CDP Support - 4E	Mtg	12	12.0				\$16,200	\$16,200
f. Fact Sheets/Talking Points/Presentations	LS	3	1.0			\$18,000	\$12,600	\$30,600
g. Parallel Projects	Quarterly	4	20.0	\$2,250	\$2,250	\$0	\$2,250	\$4,750
h. Administration	Monthly	12	2.5	\$999	\$999	\$1,943	\$1,610	\$5,551
2. Construction Updates				\$17,595	\$17,595	\$18,810	\$0	\$54,000
a. Bi-Weekly	Each	27	8.0	\$9,720	\$9,720	\$10,935	\$0	\$30,375
b. Revisions	Each	40	3.5	\$7,875	\$7,875	\$7,875	\$0	\$23,625
c. Redesign Format	LS	0	1.0	\$0	\$0	\$0	\$0	\$0
3. Transportation Management Plan & Const. Meetings				\$6,300	\$6,300	\$6,550	\$3,375	\$24,525
a. Monthly Meetings (4B & C combined; 4D; 5V)	Mtg	12	3.0	\$4,050	\$4,050	\$4,050	\$0	\$12,150
b. Other Meetings	Mtg	50	1.0	\$2,250	\$2,250	\$4,500	\$3,375	\$12,375
4. Public Interface and Issue Response				\$75,027	\$75,027	\$60,021	\$0	\$210,075
a. SBROADS Hotline	Weekly	52	6.8	\$16,234	\$16,234	\$12,987	\$0	\$45,455
b. SBROADS.com and Email Inquiries	Weekly	52	6.8	\$19,305	\$19,305	\$15,444	\$0	\$54,054
c. Other Inquiries from Public - City/Caltrans, etc.	Weekly	52	6.8	\$19,744	\$19,744	\$15,795	\$0	\$55,283
d. Other Inquiries Related to Stakeholder Outreach/Special Issues	Weekly	52	6.8	\$19,744	\$19,744	\$15,795	\$0	\$55,283
5. Media and Milestone Events				\$8,991	\$8,991	\$31,398	\$3,240	\$52,620
a. Media Relations	Monthly	12	12.0	\$6,156	\$6,156	\$11,988	\$3,240	\$27,540
b. Groundbreaking - San Ysidro Roundabout	LS	1	1.0			\$15,000		\$15,000
d. Agency Presentations	Each	10	7.0	\$2,835	\$2,835	\$4,410	\$0	\$10,080
6. Stakeholder & Community Groups				\$31,991	\$32,450	\$48,510	\$5,175	\$118,126
a. Residents - 4B	Quarterly	4	10.0	\$9,000	\$0	\$0	\$0	\$9,000
Residents - 4C	Quarterly	4	10.0	\$0	\$9,000	\$0	\$0	\$9,000
Residents - 4D	Quarterly	4	33.0	\$0	\$0	\$13,365	\$0	\$13,365
b. Businesses - 4B	Quarterly	4	6.0	\$5,400	\$0	\$0	\$0	\$5,400
Businesses - 4C	Quarterly	4	6.0	\$0	\$5,400	\$0	\$0	\$5,400
Businesses - 4D	Quarterly	4	20.0			\$9,000		\$9,000
Local Business Door-to-door outreach (1 preconstruction)	LS	1	40.0			\$9,000		\$9,000
c. Community Groups - 4B	Bi-monthly	6	10.0	\$13,500	\$0	\$0	\$0	\$13,500
Community Groups - 4C	Bi-monthly	6	10.0	\$0	\$13,500	\$0	\$0	\$13,500
Community Groups - 4D	Bi-monthly	6	15.0	\$0	\$0	\$10,125	\$0	\$10,125
Community Groups - 4E	Bi-monthly	6	10.0	\$0	\$0	\$0	\$3,375	\$3,375
d. Schools - 4B/4C (Carpinteria/Summerland Unified)	Twice a Yr	3	2.0	\$446	\$905	\$0	\$0	\$1,351
Schools - 4D (Montebello Unified, Crane, Laguna Blanca, Westm	Quarterly	4	15.0	\$0	\$0	\$3,375	\$0	\$3,375
Schools - 4E (Santa Barbara Unified, Westmont, etc)	Quarterly	4	10.0	\$0	\$0	\$0	\$1,800	\$1,800
e. First Responders (Carp, Summerland/Montebello/Santa Barbara)	Quarterly	4	12.0	\$3,240	\$3,240	\$3,240	\$0	\$9,720
f. Transit, Trucking, Parks, Visitors	Twice a Yr	2	3.0	\$405	\$405	\$405	\$0	\$1,215
Reimbursibles	LS	1	1.0	\$5,000	\$5,000	\$5,000	\$0	\$15,000
Total				\$152,973	\$153,432	\$223,255	\$51,092	\$580,752

Task Order Total (Rounded)

\$580,800

5% Contingency

\$29,040

Total

\$609,840