2010 UNIVERSITY OF CALIFORNIA, SANTA BARBARA LONG RANGE DEVELOPMENT PLAN MITIGATION IMPLEMENTATION AND SETTLEMENT AGREEMENT

This 2010 University of California, Santa Barbara Long Range Development Plan Mitigation Implementation and Settlement Agreement ("Agreement") is entered into and effective as of the date last signed below, by and between the City of Goleta ("City"), the County of Santa Barbara ("County"), The Regents of the University of California and the University of California, Santa Barbara Campus (collectively, the "University").

RECITALS

WHEREAS, City, County and University are governmental agencies that have distinct jurisdictions with overlapping property boundaries in Santa Barbara County, California; and

WHEREAS, University intends to approve the 2010 LRDP and in conjunction therewith also certify the 2010 LRDP EIR, thereby superseding and replacing UCSB’s LRDP approved by University in 1990, as amended; and

WHEREAS, City and County disagree and dispute with University regarding the adequacy of the mitigations set forth in the 2010 LRDP EIR to offset the impacts of implementation of the 2010 LRDP on the environment, as required by the CEQA; and

WHEREAS, City and County are authorized and presently able to file a Petition for Writ of Mandate and other judicial relief against University, challenging the approval of the 2010 LRDP and certification of the 2010 LRDP EIR and the adequacy of the above mentioned mitigations, and City and County intend to file such a Petition in the absence of mutually agreeable resolution of the abovementioned disagreement and dispute; and

WHEREAS, City, County and University desire to avoid such litigation, end all disputes and resolve all disagreement with respect to those matters addressed in this Agreement, and the implementation of the obligations of all parties as set forth herein; and

WHEREAS, City, County and University intend that this Agreement be binding on all parties as a resolution of disagreements and disputes as to the matters addressed herein, arising out of University's adoption and certification of the 2010 LRDP EIR, without the need for litigation; and

WHEREAS, in consideration of University's commitments in this Agreement, City and
County agree to forbear from judicial proceedings challenging the validity of the 2010 LRDP and the 2010 LRDP EIR and to support the 2010 LRDP when considered by University; and

WHEREAS, upon execution of this Agreement, City and County agree to support and not oppose the 2010 LRDP to the Commission.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City, County, and University agree as follows:

Article 1 DEFINITION OF TERMS

1.1 As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

a. "2010 LRDP" shall mean the 2010 Long Range Development Plan for UCSB;

b. "2010 LRDP EIR" shall mean Long Range Development Plan March 2008 Draft Environmental Impact Report (Vol. I), January 2009 Recirculated Draft Environmental Impact Report (Vol. II), July 2010 Final EIR Executive Summary, Changes to the EIR, and Mitigation Monitoring and Reporting Program (Vol. III) and Final EIR Comments and Responses (Vol. IV), and adopted findings as required by CEQA;

c. "Campus" shall mean the UCSB campus as described in the 2010 LRDP, including the North Campus, West Campus, Storke Campus and Main Campus;

d. "CEQA" shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000, et seq., and the CEQA Guidelines, Title 14, California Code of Regulations Sections 15000, et seq.;

e. "City" shall mean the City of Goleta;

f. "Commission" shall mean the California Coastal Commission;

g. "County" shall mean the County of Santa Barbara;
h. "DIF fee" shall mean the City or County adopted development impact fee for transportation facilities in the jurisdiction of City or County’s Goleta Planning Area, also referred to as the Goleta Transportation Improvement Program Fee (GTIP);

i. "Enrollment" shall mean the average number of students attending classes at the UCSB campus and registered as of the 15th class day for each Fall, Winter and Spring quarter and does not include students exclusively taking classes at off-campus locations such as participants in the Education Abroad Program (EAP), Ventura Center, or students taking courses at another UC location;

j. "HIF" shall mean the Housing Impact Fund;

k. "HIF rate" shall mean the amount per student bed located on land not University-owned as of the Effective Date of this Agreement contributed to the HIF pursuant to Section 3.6(c);

l. "Monitoring period" shall mean two (2) consecutive weeks during the Fall quarter according to Attachment “B” during which time traffic counts are conducted on Tuesdays, Wednesdays and Thursdays at the p.m. PHT period;

m. "Peak hour traffic count" shall mean the traffic count for the four (4) consecutive fifteen- (15-) minute increments during the p.m. PHT period resulting in the highest number;

n. "PHT" shall mean Peak Hour Trips;

o. "P.m. PHT baseline" shall mean 3,770 p.m. PHT;

p. "P.m. PHT period" shall mean the time period between 4:00 p.m. and 6:00 p.m.;

q. "P.m. PHT threshold" shall mean the p.m. PHT baseline plus an additional 2,170 p.m. PHT (for combined total of 5,940 p.m. PHT) as adjusted pursuant to Section 4.4(a). The 2,170 p.m. PHT allowed above the p.m. PHT baseline is based on the estimated traffic count set forth in Table 4.13-33 of the 2010 LRDP EIR;
r. "Student" or "students" shall mean and include undergraduate students and graduate students attending classes at UCSB;

s. "Student bed" or "student beds" shall mean bed spaces and/or student family units;

t. "STF" shall mean the supplemental trip fee as calculated pursuant to Section 4.4(a);

u. "Survey" shall mean a license plate origin and destination survey as described in Attachment "B";

v. "The Regents" shall mean The Regents of the University of California;

w. "Traffic count" shall mean the collection of data reflecting the number of vehicles passing a certain point for fifteen- (15-) minute increments by means of a tube and automatic counting mechanism;

x. "UCSB" shall mean the University of California, Santa Barbara Campus;

y. "University" shall mean The Regents and UCSB collectively.

Article 2 ENROLLMENT

2.1 UCSB enrollment shall be calculated annually as described in Section 1.1(i).

2.2 During the term of this Agreement, UCSB enrollment shall not exceed 25,000 students as calculated pursuant to Section 1.1(i) with a two-percent (2%) margin of error subject to the limitations and conditions contained in this Agreement.

2.3 In June of each year, University shall prepare and make available to City and County:

a. For the previous academic year, the UCSB enrollment calculated pursuant to Section 1.1(i) and the UCSB faculty and staff headcount; and

b. Five-year projections of student, faculty, and staff growth for UCSB.

2.4 In the event that University fails to satisfy University's student housing obligations
under Article 3, University shall not increase enrollment beyond the level of the previous academic year within a two percent (2%) margin of error until University provides City and County written evidence that University has met all of University’s student housing obligations under Article 3.

Article 3  HOUSING

3.1 University shall provide student housing on campus for all students above the 2010 LRDP enrollment baseline of 20,000 students. University shall provide 5,000 net new student beds phased as described in Section 3.3 to accommodate growth envisioned by the 2010 LRDP.

3.2 University shall satisfy University’s obligations under Section 3.1 through existing student housing on campus or construction of new student housing on campus. University’s conversion or acquisition of existing housing owned by third parties to University-managed or -owned housing shall not be satisfaction of University’s obligations under Section 3.1.

3.3 University shall not increase UCSB enrollment such that the number of additional new students exceeds the number of net new student beds that have been constructed and are ready for occupancy by more than 1,000 students. During the planning and construction of new student housing, University may remodel and re-assign existing student beds (e.g., convert double room to a triple) as a temporary mechanism to accommodate up to 1,000 students as calculated pursuant to Section 1.1(i). Such accommodation shall not be satisfaction of University’s obligations under Section 3.1.

3.4 University shall provide up to 1,874 net new units for faculty and staff at those locations identified in the 2010 LRDP, which shall be phased to meet the demand caused by the 2010 LRDP growth. In November of each year, University shall provide a five-year projection report to County and City on planned faculty and staff for-sale and rental housing, which such report shall include the status of the phasing of faculty and staff housing to meet the demand.

3.5 University shall, in November of each year, prepare and provide, through public posting, a 5-year capital plan and a report on the status of construction and occupancy rates of student, faculty and staff housing.

3.6 Student housing may be provided on land not University-owned as of the Effective
Date of this Agreement within City or County, provided that all of the following conditions are met:

a. The additional student housing shall not be used to offset University’s housing obligations as set forth in Section 3.1;

b. Whether or not the acquisition is exempt from the provisions of CEQA, University shall meet and confer with City and County regarding the mitigation of environmental impacts associated with any change in use, ownership or control of the property; and

c. For each new University-owned or leased student bed located on land not University-owned as of the Effective Date of this Agreement that results in a property tax revenue loss to City or County, University shall contribute funds per bed to a Housing Impact Fund (“HIF”) at a rate of $280 per bed per fiscal year (“HIF rate”) payable to City or County based on the jurisdiction in which the student bed is located. The HIF rate shall increase by two-percent (2%) on July 1 of each year. HIF payments by University shall be used by City and County to directly support public services serving UCSB’s off-campus population, including, but not limited to, public safety and parks and recreation. HIF payments for each fiscal year shall be made to City and County on or before October 1. For purposes of this Subsection, a fiscal year shall begin on July 1 and end on June 30. HIF payments shall be proportionally reduced for the period of time during the fiscal year for which the student bed results in a property tax revenue loss to City or County. Each year, by June 1, University shall provide City and County with an annual accounting of student beds located on land leased or purchased during the term of this Agreement for purposes of determining and calculating the HIF payment due for that fiscal year for City or County property tax revenue loss. HIF payments under this Subsection shall continue every year until such time, if any, as University ceases to own or lease the student bed. Each year City and County shall provide an annual accounting of expenditures of HIF payments.

d. For purposes of calculating HIF payments under Section 3.6(c), payments
shall not be due for student beds located on land leased or owned by the University as of the Effective Date of this Agreement.

3.7 To assist County in reaching its state-mandated housing goals, University shall provide County with its housing projections if they exceed the amount identified in the 2010 LRDP for inclusion in County’s 2015-2023 Housing Element update and any future County General Plan.

Article 4 TRAFFIC

4.1 University shall ensure that p.m. PHT generated by UCSB, its students, faculty and staff to and from University-owned or -leased properties shall not exceed the p.m. PHT threshold.

4.2 TRAFFIC MITIGATION PAYMENTS. To address the impacts of additional traffic generated by the 2010 LRDP, University shall provide City and County traffic mitigation payments as identified in Attachment “A” to this Agreement, which is incorporated herein by this reference, for improvements to intersection, roadways and transportation infrastructure located in City or County as listed in Attachment “A” according to the following:

a. Each year on June 1, County and City shall annually provide UCSB with a 5-year plan of projected transportation improvements described in Attachment “A”.

b. County and City shall determine when a specific transportation improvement is necessary and shall provide University written notice forty-five (45) days in advance of each of the three phases set forth in Section 4.2(c) to inform University of the initiation of the phase, the proposed schedule for the transportation improvement and any shift of funds pursuant to Sections 4.2(d) or 4.2(e), including the amount of funds shifted and the transportation improvements from and to which the funds are being shifted.

c. Notwithstanding any other provision of this Agreement, University shall make the traffic mitigation payments described in Attachment “A” at the beginning of each of the following three phases of any specific transportation improvement as follows: preliminary engineering, ten-percent (10%) due at the onset of the development of the project; detailed engineering, twenty-percent (20%) due at the completion of the
environmental document; and construction, seventy-percent (70%) due at the time of advertisement for construction bids. All payments due under this Subsection shall be paid by the University within forty (45) days of receiving the notice specified in Section 4.2(b) from City or County.

Prior to commencement of any project identified or provided for in this Agreement, any necessary environmental review required by CEQA shall be completed. In the event a transportation improvement identified in Attachment “A” is determined to be infeasible or otherwise prohibited from construction at any phase set forth in Section 4.2(c), County or City shall shift the traffic mitigation payment identified in Attachment “A” for that transportation improvement to an alternative transportation improvement pursuant to Sections 4.2(d) or 4.2(e), as applicable.

d. City or County may shift any portion of the funds identified in Attachment “A” from a transportation improvement identified in Attachment “A” to another planned transportation improvement identified in Attachment “A” or to an alternative transportation improvement not identified in Attachment “A” (e.g., a different intersection improvement or an alternative transportation solution, such as bus turn-out lane, equipment, right-of-way purchases for bike lanes, etc.), provided that:

1. The shift of funds shall not require additional funding from University;

2. University’s traffic mitigation payments identified in Attachment “A” shall not be increased as a result of the shift of funds;

3. University shall be entitled to an appropriate credit against its total traffic mitigation payment obligation for any funds shifted under this Section 4.2(d);

4. University may review and comment on proposed shifts of funds hereunder;

5. Transportation improvements to which funds are shifted hereunder shall be intended to increase PHIT capacity to and from campus; and
6. This Subsection shall apply only to those transportation improvements designated in Attachment “A” according to “No” provided in the third column (i.e., as not subject to restricted redistribution).

e. Upon written mutual assent of University, City or County may shift any portion of the funds identified in Attachment “A” from those transportation improvements designated in Attachment “A” according to “Yes” provided in the third column (i.e., as subject to restricted redistribution) to another planned transportation improvement identified in Attachment “A” or to an alternative transportation improvement not identified in Attachment “A”, provided that the shift shall not require additional funding from University.

f. The traffic mitigation payments identified in Attachment “A” shall be automatically adjusted on July 1 of each year, by a percentage equal to the Construction Cost Index for Los Angeles as published by Engineering News Record, or its successor publication, for the preceding twelve (12) months. The mitigation payments identified in Attachment “A” shall not be further adjusted following the date on which the City or County executes a contract for construction of the transportation improvement.

4.3 MONITORING. Compliance with Sections 4.1 and 4.4 shall be monitored as specified hereunder.

   a. Monitoring shall be conducted as set forth in Attachment “B” of this Agreement, which is incorporated herein by this reference.

   b. Monitoring shall begin the first Fall after the Commission certifies the 2010 LRDP.

   c. Monitoring results shall be reported as follows:

      i. Within thirty (30) days of the collection of traffic counts, University shall submit all traffic count data collected pursuant to Attachment “B” to City and County. Such traffic count data shall be recorded in fifteen- (15-) minute increments.

      ii. Within sixty (60) days of the collection of traffic counts, University
shall submit a report summarizing the results of all traffic count data collected pursuant to Attachment “B” to City and County. Such traffic count data shall be reported in fifteen- (15-) minute increments.

d. During the first meeting identified in Section 5.4, the parties shall form a Transportation Sub-Committee consisting of at least one representative identified by each of University, City and County and at which time the approximate date of future annual meetings of the Transportation Sub-Committee shall be mutually agreed upon by the parties. During the annual meeting of the Transportation Sub-Committee, the results of the monitoring shall be reviewed and discussed and future monitoring shall be discussed. If roadway network or access changes are made subsequent to the certification of the 2010 LRDP by the Commission not otherwise anticipated by or provided for in Attachment “B”, the Transportation Sub-Committee may recommend to the parties modification of the monitoring set forth in Attachment “B” (e.g., identification of new future traffic count locations to accurately reflect traffic growth generated by changes to the 2010 LRDP).

4.4 SUPPLEMENTAL TRIP FEE. If the p.m. PHT threshold is exceeded, University shall immediately take measures to reduce p.m. PHT by any means determined appropriate by University, except that such measures shall include any feasible and appropriate forms of alternative transportation. If such measures do not reduce p.m. PHT to the p.m. PHT threshold or below prior to the following Fall quarter traffic monitoring period, a STF shall be paid by University as hereinafter provided.

a. In the event that the p.m. PHT threshold is exceeded by University and to compensate City and County for the reasonably expected impacts resulting from such an event, University agrees to pay a one-time STF for each p.m. PHT exceeding the p.m. PHT threshold in an amount equal to the average of City and County’s DIF fee in effect at the time of the STF payment. In the event University makes an STF payment, those additional trips for which the STF is paid shall be considered fully mitigated and shall be permanently added to and set the new p.m. PHT threshold from which all future measurements are made. STF payments by University shall be used by City or County exclusively for
transportation improvements, including alternative modes of transportation.

b. STF payments shall be made within forty-five (45) days of distribution to City and County of Fall quarter traffic monitoring counts made pursuant to Section 4.3. STF payments shall be divided between City and County in amounts proportional to the amounts of the respective DIF fee of each entity at the time the STF is paid. For the method of calculating City’s and County’s portion of the STF, see the following calculations as an example:

i. If the City’s DIF fee is $15,750;

ii. If the County’s DIF fee is $18,600;

iii. Then the total of City’s and County’s DIF fees is $34,350;

iv. Then the STF for one trip would be the average of City’s and County’s DIF fees, which would be $17,175;

v. Then City’s portion of the STF for one trip would be $7,875 or City’s DIF fee divided by the total of City’s and County’s DIF fees ($15,750/$34,350) multiplied by the STF ($17,175); and

vi. Then County’s portion of the STF for one trip would be $9,300 or County’s DIF fee divided by the total of City’s and County’s DIF fees ($18,600/$34,350) multiplied by the STF ($17,175).

c. In the event that University does not satisfy University’s obligations under this Section for any reason, University shall reduce UCSB enrollment in the immediately following Fall quarter admissions cycle to lower p.m. PHT to the p.m. PHT threshold, which shall be shown by Fall quarter monitoring traffic counts as provided in Section 4.3. In the event that University does not satisfy University’s obligations under this Section for any reason, City and County shall be entitled, but not limited, to the equitable remedy of Specific Performance of the obligations set forth pursuant to this Section. The remedies provided in this Subsection are in addition to and not in place of all other remedies provided by law.
d. If City or County file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any legal challenge to a University decision or an entitlement or approval required by the Commission or other regulatory agency with permitting authority over University, which delays a University housing development as identified, described and analyzed in the 2010 LRDP EIR — i.e., Storke, Ocean Road, Santa Ynez, West Campus, West Campus Mesa, New West Campus, Santa Catalina, and Facilities Management sites — then the p.m. PHT threshold shall be temporarily increased during the pendency of the legal challenge or opposition by an amount equal to the trip generation calculated in the 2010 LRDP EIR for the housing development legally challenged or opposed by City or County. The temporary increase in the p.m. PHT threshold shall remain in effect until litigation is resolved, subject to the following:

i. If the final judicial determination is in University’s favor, University shall expeditiously commence the housing project, the completion of which is anticipated to reduce p.m. PHT so as not to exceed the p.m. PHT threshold as demonstrated by monitoring conducted pursuant to Section 4.3. If construction of the housing project does not actually reduce p.m. PHT as provided above, the temporary p.m. PHT threshold increase shall be eliminated and the STF payment for each trip in excess of the p.m. PHT threshold shall be due sixty (60) days thereafter.

ii. If the final judicial determination is in favor of City or County or a third party, University shall take measures to reduce p.m. PHT to the p.m. PHT threshold by any means determined appropriate by University and if such measures do not reduce p.m. PHT to the p.m. PHT threshold within one year of the final judicial determination or the following Fall quarter traffic monitoring period, which ever occurs later, a STF shall be paid by University for each trip in excess of the p.m. PHT threshold within sixty (60) days following the release of monitoring data.

4.5 The parties agree that University’s traffic mitigation payment and the STF as set forth in this Article fulfills University’s commitment to contribute funding towards its 2010 LRDP
impacts to the transportation improvements as described and analyzed in City’s and County’s adopted DIF program for transportation, City’s and County's General Plan/Coastal Land Use Plan, County contracted KOA report, and City contracted Dowling and Associates report.

Article 5  COOPERATION OF THE PARTIES AND IMPLEMENTATION OF THE 2010 LRDP

5.1 University’s obligations under this Agreement shall become effective upon final certification of the 2010 LRDP by the Commission.

5.2 If the growth projected in the 2010 LRDP is substantially modified as a result of Commission review and approval, the parties shall meet within ninety (90) days of the Commission certification in good faith to renegotiate the obligations of University hereunder to address the change in environmental impacts resulting from the 2010 LRDP modification.

5.3 In the event that University purchases additional property within the Goleta Planning Area as identified in Figure 2-3 of City’s General Plan/Coastal Land Use Plan for University purposes, University shall negotiate with City and County in good faith to address impacts to public services and public infrastructure resulting from such purchase based on University's intended use of the property.

5.4 University, County, and City shall act in good faith to schedule and participate in an annual meeting to review enrollment, traffic and housing reports and to discuss progress on transportation improvements and development of student, faculty and staff housing. The first such meeting shall occur within six (6) months after approval of the 2010 LRDP by the Commission, at which time the approximate date of future annual meetings shall be mutually agreed upon by the parties.

5.5 In addition to its obligations hereunder, University shall implement all mitigation measures identified in and approved by University as part of the certified 2010 LRDP EIR and any additional conditions required by the Commission.

5.6 University shall confirm and update, as needed, the traffic analysis for individual housing projects programmatically analyzed in the 2010 LRDP EIR.
5.7 University shall reduce Greenhouse Gas emissions in accordance the emission reduction goals stated in the UCSB Climate Action Plan approved in November, 2009, by the Chancellor's Sustainability Committee, as may be amended from time to time, and any per capita reduction guidelines or regulations applicable to University promulgated by the California Air Resources Board ("CARB").

Article 6 ENFORCEABILITY/EFFECT OF SETTLEMENT

6.1 University, City, and County agree to take all necessary actions to ensure that this Agreement shall be fully enforceable.

6.2 University, City, and County agree that potential legal challenges to the validity of the 2010 LRDP and 2010 LRDP EIR, arising from the matters addressed herein, are fully and finally resolved to the satisfaction of the parties to this Agreement, and that additional CEQA mitigation for Enrollment, Housing and Transportation impacts is not required for the 2010 LRDP.

6.3 Provided that University abides by the provisions hereof, County and City agree to support UCSB's 2010 LRDP before the Commission and to not file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any court action opposing or challenging the validity of any approvals, entitlements, or licenses for approval by the Commission of the 2010 LRDP, including CEQA compliance for the 2010 LRDP. Nothing in this paragraph shall be deemed to prohibit any party from complying with the California Public Records Act (Government Code Sections 6250, et seq.) or other applicable law.

6.4 City and County shall consult with University prior to any announcement concerning this Agreement in an effort for the parties to mutually agree upon and prepare a joint press release and hold a joint press conference, if any, announcing this Agreement. If the parties cannot mutually agree on either a joint press release or joint press conference, each is free in its discretion to make any announcement.

Article 7 CITY/COUNTY/UNIVERSITY PARTNERSHIPS

University, City, and County shall meet on a regular basis to explore opportunities for cooperation in the following areas: economic development, grants, public safety, parks and
recreation, and neighborhood issues relating to UCSB.

Article 8    GOOD-FAITH OBLIGATIONS

City, County, and University agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions, which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. City, County and University also agree to exercise good faith, individually and through counsel, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.

Article 9    COMPREHENSION OF AGREEMENT

City, County, and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 10   GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Article 11   NO ADMISSION OF LIABILITY

This Agreement is not an admission of liability by any party to this Agreement to the any other party or to any third party. It is the intent of the parties that this Agreement is a compromise of disputed claims.

Article 12   AUTHORIZATION

City, County, and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.
Article 13 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between City, County, and University with respect to the settlement of all disputes arising or expected to arise out of the adoption of the 2010 LRDP. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Article 14 EFFECTIVE DATE

This Agreement shall become effective upon full execution by City, County, and University, which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

Article 15 AMENDMENT

Neither this Agreement nor any term, provision or condition hereof may be amended, and no obligation, duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto.

Article 16 NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 17 TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.
Article 18     DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 19     REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and recover all damages which may result from such breach or default. In addition, in the event of any such breach or default, the other parties also shall, in accordance with applicable law, be entitled to sue for and obtain injunctive, mandative and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof.

Article 20     WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 21     TERM

This Agreement shall remain in full force and effect until such time, if any, as the 2010 UCSB LRDP is superseded by a subsequently adopted LRDP.

Article 22     SURVIVAL OF PROVISIONS

Those obligations of the parties which by their nature are intended to survive the termination of this Agreement, including but not limited to the obligation of University to provide housing, shall survive the termination hereof.

Article 23     NOTICE TO PARTIES

Any and all notices or data or other documents required or permitted to be served by one
party upon the other(s) shall be directed to the following representatives of the parties:

City of Goleta:

City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

County of Santa Barbara:

County Executive Officer
105 East Anapamu Street, Room 406
Santa Barbara, California 93101-2065

AND TO

County Director of Long Range Planning
Planning & Development Department
123 East Anapamu Street, 2nd Floor
Santa Barbara, California 93101

University of California, Santa Barbara:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
University of California, Santa Barbara
5105 Cheadle Hall
Santa Barbara, CA 93106
Mail Code 2035

IN WITNESS WHEREOF, City, County, University have caused this Agreement to be executed as of the date last written below.

[signatures on next page]
2010 UNIVERSITY OF CALIFORNIA, SANTA BARBARA LONG RANGE
DEVELOPMENT PLAN MITIGATION IMPLEMENTATION
AND SETTLEMENT AGREEMENT

COUNTY OF SANTA BARBARA

By: ___________  Date: ___________
    Chair, Board of Supervisors

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: ___________  By: ___________
    Deputy
    Risk Program Administrator

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: ___________
    Deputy County Counsel

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

By: ___________
    Deputy

CITY OF GOLETA

Date: ___________

Daniel Singer, City Manager

ATTEST:
Deborah Constantino, City Clerk

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: ____________________  Date: ____________________

Approved as to form:
Counsel to the Regents

By: ____________________
### County Traffic Mitigation Payments

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<thead>
<tr>
<th>Project Description</th>
<th>Traffic Mitigation Payment</th>
<th>Redistribution Restricted</th>
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<td>Los Carneros/Mesa Road Intersection Improvements</td>
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<td>Los Carneros Widening: El Colegio to City Limit</td>
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<td>Storke Road Widening: El Colegio to City Limit</td>
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<td><strong>County Total</strong></td>
<td><strong>$3,119,318</strong></td>
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### City Traffic Mitigation Payments

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Traffic Mitigation Payment</th>
<th>Redistribution Restricted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storke Road: Hollister to SB-Ramps</td>
<td>$77,375</td>
<td>No</td>
</tr>
<tr>
<td>Storke Road: Phelps Rd to City Limit</td>
<td>$1,165,918</td>
<td>Yes</td>
</tr>
<tr>
<td>Los Carneros Road: Hollister to City Limit</td>
<td>$1,134,667</td>
<td>Yes</td>
</tr>
<tr>
<td>Hollister Avenue Redesign Project</td>
<td>$130,677</td>
<td>No</td>
</tr>
<tr>
<td>South Fairview Avenue Project</td>
<td>$181,732</td>
<td>No</td>
</tr>
<tr>
<td>Los Carneros Road at Calle Koral</td>
<td>$24,671</td>
<td>No</td>
</tr>
<tr>
<td>Fairview/Calle Real Intersection</td>
<td>$8,434</td>
<td>No</td>
</tr>
<tr>
<td>Fairview/HWY101 SB-Ramp</td>
<td>$164,130</td>
<td>No</td>
</tr>
<tr>
<td>Fairview/HWY101 NB-Ramp</td>
<td>$398,968</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/Patterson Intersection</td>
<td>$103,562</td>
<td>No</td>
</tr>
<tr>
<td>Los Carneros/HWY101 SB-Ramp</td>
<td>$889,135</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/Storke Intersection</td>
<td>$157,449</td>
<td>No</td>
</tr>
<tr>
<td>Patterson/HWY101 SB-Ramp</td>
<td>$45,188</td>
<td>No</td>
</tr>
<tr>
<td>Patterson/HWY101 NB-Ramp</td>
<td>$151,178</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/Kellogg Intersection</td>
<td>$2,767</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/Pacific Oaks Intersection</td>
<td>$2,532</td>
<td>No</td>
</tr>
<tr>
<td>Project Description</td>
<td>Amount</td>
<td>Approval Status</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Los Carneros/Calle Real</td>
<td>$22,377</td>
<td>No</td>
</tr>
<tr>
<td>Glen Annie/Hwy 101 NB Ramps</td>
<td>$27,561</td>
<td>No</td>
</tr>
<tr>
<td>Los Carneros/Hollister Intersection</td>
<td>$69,728</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/SR-217 SB-Ramp</td>
<td>$740,708</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/SR-217 NB-Ramp</td>
<td>$604,549</td>
<td>No</td>
</tr>
<tr>
<td>Hollister/Canon Green Intersection</td>
<td>$5,611</td>
<td>No</td>
</tr>
<tr>
<td>La Patera Overcrossing</td>
<td>$625,995</td>
<td>No</td>
</tr>
<tr>
<td>Ellwood Station Overcrossing</td>
<td>$504,283</td>
<td>No</td>
</tr>
<tr>
<td>Ekwill Road Extension</td>
<td>$695,943</td>
<td>No</td>
</tr>
<tr>
<td>Fowler Road Extension</td>
<td>$573,077</td>
<td>No</td>
</tr>
<tr>
<td>Phelps Road Extension</td>
<td>$344,713</td>
<td>Yes</td>
</tr>
<tr>
<td>Overpass Road Extension</td>
<td>$24,227</td>
<td>No</td>
</tr>
</tbody>
</table>

City Total: $8,877,155
Attachment B

Transportation Monitoring Program

B-1 Purpose
   a. The purpose of this monitoring program is to measure traffic growth at UCSB resulting from the 2010 LRDP.

B-2 Monitoring Overview
   a. All monitoring set forth herein shall be paid by University, unless stated otherwise herein.
   b. Traffic counts shall begin as set forth in Section 4.3(b) and shall be conducted by a mutually-agreed upon third party traffic engineer as follows:
      i. Each Fall in every other year until 1,800 p.m. PHT over the p.m. PHT baseline are observed to occur; and
      ii. Each Fall in every year thereafter.
   c. Traffic counts shall be conducted between the 3rd and 8th weeks of the Fall quarter. Every effort shall be made to conduct traffic counts during the 3rd and 4th weeks of the Fall quarter to allow for a timely re-count if an anomaly occurs during data collection. If a recount is needed and cannot be conducted during the Fall quarter, traffic counts shall be conducted between the 3rd and 8th weeks of the winter quarter.
   d. Traffic counts shall be conducted at the four (4) University gateways existing as of the Effective Date of this Agreement, including three (3) on the Main Campus and one (1) on the West Campus as shown as numbers 1, 2, 3, and 4 on the map provided below. The location of the traffic count shall capture all vehicles traveling to and from the Main and West Campuses.
   e. Traffic counts shall be conducted at the new (not existing as of the Effective Date of this Agreement) east-west Main Campus gateway proposed to be constructed as part of the 2010 LRDP as shown as number 5 on the map provided below, and any additional gateways not existing as of the Effective Date of this Agreement providing access to the Main or West Campus.
   f. Traffic counts shall be conducted under typical Fall quarter traffic conditions which are as follows: UCSB classes are in session for the entire week (Monday-Friday), no extraordinary special events are occurring on campus, no temporary or extraordinary traffic demand management (TDM) programs are being employed, no road construction effecting the locations at which the traffic counts are conducted, moderate weather conditions exist (e.g., no rain), and regularly scheduled transit service is provided (e.g., no driver strikes).
   g. Should temporary conditions arise that result in anomalous or erroneous p.m. PHT measurements (e.g., bus strike, hose counter failure, etc.) as determined upon mutual agreement of all parties, new traffic counts shall be conducted to collect reliable and appropriate data within thirty (30) days of the initial traffic counts. If there is a dispute regarding the validity of the traffic count data, the party disputing the data shall pay for any recount requested, unless the Traffic Engineer agrees that the data is anomalous or erroneous. If the Traffic Engineer agrees that the data is anomalous or erroneous, University shall conduct a recount at its expense.
B-3 Traffic Count Calculation

Traffic counts shall be calculated as follows:

a. Main Campus Traffic Growth. At each Main Campus gateway (e.g., numbers 1, 2, and 3 on the map provided below), traffic counts shall be conducted during the monitoring period. The peak hour traffic count of each day of the monitoring period at a specific Main Campus gateway shall be averaged to determine the p.m. PHT at that Main Campus gateway. The high and low peak hour traffic count shall be excluded from the averaging. The p.m. PHT at each campus gateway shall be summed to obtain the total p.m. PHT to and from the Main Campus during the monitoring period.

b. West Campus Traffic Growth. At each West Campus gateway (e.g., number 4 on the map provided below), traffic counts shall be conducted during the monitoring period. The peak hour traffic count of each day of the monitoring period at a specific West Campus gateway shall be averaged to determine the p.m. PHT at that West Campus gateway. The high and low peak hour traffic count shall be excluded from the averaging.

c. Total Campus Traffic Growth. The total traffic count shall be the sum of traffic counts calculated pursuant to Section B-3(a) and (b). The total traffic count shall be compared to the p.m. PHT baseline to determine the number of new p.m. PHT over the p.m. PHT baseline traveling through the campus gateways. As an example, Table 1 presents the total traffic count for the p.m. PHT baseline.

<table>
<thead>
<tr>
<th>Table 1 (Sample Calculation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total p.m. PHT at Main Campus and West Campus Gateways (from Table 4.13-23 of the 2010 LRDP EIR)</td>
</tr>
<tr>
<td>Gateway</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>East Gate - Highway 217</td>
</tr>
<tr>
<td>West Gate - El Colegio Road</td>
</tr>
<tr>
<td>North Gate - Mesa Road</td>
</tr>
<tr>
<td>West Campus - Devereux Road</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

d. Cut-through Traffic. Upon total campus traffic growth exceeding 2,100 p.m. PHT, a survey shall be conducted each Fall quarter thereafter to separate vehicles traveling to and from the Main Campus from vehicles traveling through the Main Campus.

i. The survey shall be conducted during the monitoring period on any two (2) of the following days: Tuesday, Wednesday, or Thursday.

ii. To determine the amount of cut-through traffic, the survey shall be conducted during the p.m. PHT period at each Main Campus gateway (e.g., numbers 1, 2, and 3 on the map provided below).

iii. The survey consists of recording vehicle license plate numbers and time of day for each vehicle entering or exiting the Main Campus using a methodology (e.g., video) acceptable to the Transportation Sub-Committee. Vehicles entering one Main Campus gateway and exiting another Main Campus gateway within the average travel time for vehicles traveling along that route are identified as a cut-through trip. The average travel time between each of the Main Campus gateways shall be based on field
data and reported along with the results of the survey. As an example, Table 2 presents the results of the survey from the 2010 LRDP.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>North Gate to East Gate</th>
<th>West Gate to East Gate</th>
<th>East Gate to North Gate</th>
<th>East Gate to West Gate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM Peak Hour</td>
<td>36 vehicles</td>
<td>159 vehicles</td>
<td>48 vehicles</td>
<td>94 vehicles</td>
</tr>
</tbody>
</table>

Note: Results based survey conducted in 2007. North Gate = Mesa Road, East Gate = Hwy. 217, West Gate = El Colegio Road.

iv. The number of cut-through vehicles shall be subtracted from the total p.m. PHT of the Main Campus gateways. As an example, Table 3 presents the total p.m. PHT for the three Main Campus gateways, subtracting the cut-through vehicles, and resulting in the baseline trip generation for the Main Campus gateways.

<table>
<thead>
<tr>
<th>Volume</th>
<th>IN</th>
<th>OUT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Traffic Volume</td>
<td>1,310</td>
<td>2,260</td>
<td>3,570</td>
</tr>
<tr>
<td>Cut-Through Traffic</td>
<td>337</td>
<td>337</td>
<td>674</td>
</tr>
<tr>
<td>UCSB Main Campus Trips</td>
<td>973</td>
<td>1,923</td>
<td>2,896</td>
</tr>
</tbody>
</table>

e. Housing (Outside Main/West Campus) Traffic Growth.
   i. Traffic counts shall be conducted during the monitoring period at each entrance and exit of new housing facilities constructed pursuant to the 2010 LRDP located outside of the Main Campus and West Campus (i.e., Storke, Santa Inez, Santa Catalina). The peak hour traffic count of each day of the monitoring period at a specific housing facility shall be averaged to determine the p.m. PHT at that new housing facility. The high and low peak hour traffic count shall be excluded from the averaging.
   
   ii. Traffic counts shall be conducted during the monitoring period at each entrance and exit of housing facilities that exist as of the Effective Date of this Agreement located outside of the Main Campus and West Campus (e.g., Storke Campus housing) that have increased in “bed” capacity by more than ten percent (10%) or fifty (50) “beds” to accommodate student, faculty or staff growth proposed in the 2010 LRDP as compared to the 2010 LRDP baseline. The peak hour traffic count of each day of the monitoring period at a specific housing facility shall be averaged to determine the p.m. PHT at that housing facility.

f. Total UCSB Traffic Growth. The p.m. PHT of the Main Campus, West Campus, and housing facilities during each monitoring period shall be compared to p.m. PHT baseline established in the 2010 LRDP to determine the total UCSB traffic growth. As an
example, Table 5 presents the calculation of the p.m. PHT baseline. A similar table shall be provided following each monitoring period to illustrate traffic growth at UCSB.

<table>
<thead>
<tr>
<th>Table 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LRDP Baseline Trip Generation</strong></td>
</tr>
<tr>
<td><strong>UCSB Baseline Monitoring Locations</strong></td>
</tr>
<tr>
<td><strong>UCSB Baseline p.m. PHT</strong></td>
</tr>
<tr>
<td><strong>Main Campus</strong></td>
</tr>
<tr>
<td><strong>Total Gateway Volume</strong></td>
</tr>
<tr>
<td><strong>Cut-Through Trips</strong></td>
</tr>
<tr>
<td><strong>Main Campus Trips</strong></td>
</tr>
<tr>
<td><strong>West Campus Trips</strong></td>
</tr>
<tr>
<td><strong>Storke Campus Housing Trips</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>3,770</strong></td>
</tr>
</tbody>
</table>

| **Main Campus**                                                      |
| **Total Gateway Volume**                                            |
| **3,570**                                                           |
| **Cut-Through Trips**                                               |
| **674**                                                             |
| **Main Campus Trips**                                               |
| **2,896**                                                           |
| **West Campus Trips**                                               |
| **200**                                                             |

*Baseline traffic count for Storke Campus Housing Trips were estimated based on 2010 LRDP trip generation study and not on actual traffic counts.*
Sources: UCSB parcels from Santa Barbara County Assessor's Roll information 2006
Scale 1:12,000

LEGEND
- Monitoring Locations
- Proposed LRDP Improvements

UC Santa Barbara Campus Boundary

Crawford Multari & Clark Associates

Santa Barbara County Municipal Airport
Goleta Slough
Lagoon Slough

UC Santa Barbara
Environmental Impact Report
August 2010
This 2010 University of California, Santa Barbara Long Range Development Plan Cooperative Agreement ("Agreement") is entered into and effective as of the date of the last signature below, by and between The Regents of the University of California and the University of California, Santa Barbara campus ("UCSB" or collectively with The Regents, the "University") and Sustainable University Now ("SUN"), a coalition of community groups (listed in Appendix A) dedicated to ensuring that the University demonstrate leadership in sustainability in the implementation of its Long Range Development Plan (LRDP).

RECITALS

WHEREAS, University is a state entity with property located within the boundaries of Santa Barbara County, California; and

WHEREAS, University has approved the 2010 LRDP and in conjunction therewith certified the 2010 LRDP EIR, thereby superseding and replacing UCSB’s LRDP approved by University in 1990, as amended; and

WHEREAS, SUN disagrees and disputes with the University regarding the adequacy of the 2010 LRDP EIR, including but not limited to the adequacy of the mitigation measures set forth therein to offset the impacts of implementation of the 2010 LRDP on the environment, as required by CEQA; and

WHEREAS, SUN also disagrees with and disputes the adequacy of commitments included in the 2010 Long Range Development Plan Mitigation Implementation and Settlement Agreement between the University, City of Goleta and County of Santa Barbara to ensure that 2010 LRDP mitigation measures are implemented in a manner that offsets the impacts of the
WHEREAS, UCSB is a leader among local businesses and institutions as well as universities worldwide in terms of sustainable actions, having taken such actions as committing to proposing and developing LEED-Gold certified new buildings, achieving high levels of alternative transportation usage, accomplishing low water duty factors per capita, ensuring high levels of renewable energy production and use, and providing for high levels of reclaimed and recycled water use; and the 2010 LRDP will further advance these goals by creating opportunities to house new faculty, staff and students on campus and pursuing sustainable goals by further reducing vehicular use, greenhouse gas emissions and water consumption, by retrofitting certain existing buildings to LEED standards, and increasing on-site generation of renewable energy; and

WHEREAS, SUN and its member organizations are leaders in progressive environmental policy, such as is reflected in the Community Environmental Council’s “Fossil Free by ‘33” campaign for the south coast of Santa Barbara, and in high levels of public engagement in the environmental review processes by encouraging lead agencies to conduct rigorous environmental analysis and to consider less-impactful alternatives and the imposition of mitigation measures well above and beyond those imposed by some other jurisdictions; and

WHEREAS, SUN represents that it is authorized and presently able to file a Petition for Writ of Mandate and other judicial relief against University, challenging the approval of the 2010 LRDP and certification of the 2010 LRDP EIR, and SUN intends to file such a Petition in the absence of mutually agreeable resolution of the abovementioned disagreement and dispute; and
WHEREAS, SUN and University desire to avoid such litigation, end all disputes and resolve all disagreement with respect to those matters addressed in this Agreement, and the implementation of the obligations of all parties signatory hereto as set forth herein; and

WHEREAS, SUN and University intend that this Agreement be binding on all signatory parties as a resolution of disagreements and disputes as to the matters addressed herein, arising out of University’s adoption and certification of the 2010 LRDP EIR and approval of the 2010 LRDP, without the need for litigation; and

WHEREAS, as consideration of University’s commitments in this Agreement, SUN and any SUN members signatory hereto as identified in Appendix A agree to forebear from judicial proceedings challenging the validity of the 2010 LRDP and the adequacy of the 2010 LRDP EIR; and

WHEREAS, upon execution of this Agreement, SUN and any SUN members signatory hereto as identified in Appendix A agree not to oppose the 2010 LRDP or the adequacy of the LRDP EIR in proceedings before the California Coastal Commission with respect to the specific matters addressed herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, SUN, any SUN members signatory hereto as identified in Appendix A and University agree as follows:

Article 1  DEFINITION OF TERMS

1.1 As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:
a. “2010 LRDP” shall mean the 2010 Long Range Development Plan for UCSB;

b. “2010 LRDP EIR” shall mean Long Range Development Plan March 2008 Draft Environmental Impact Report (“EIR”) (Vol. I), January 2009 Recirculated Draft EIR (Vo. II), July 2010 Final EIR Executive Summary, Changes to the EIR, and Mitigation Monitoring and Reporting Program (Vol. III) and Final EIR Comments and Responses (Vol. IV), adopted findings as required by CEQA, and the Regents Item prepared in support of the 2010 LRDP and EIR, which describes the 2010 LRDP, summarizes the LRDP EIR conclusions, and incorporates as part of the administrative record all communications regarding the LRDP EIR received after the close of the CEQA public comment period and the University’s responses thereto;

c. “Alternative Fuel Vehicles” shall mean vehicles running on electricity, biodiesel, hydrogen, alcohols, or other renewable fuel sources;

d. “TAP” shall mean UCSB’s Transportation Alternative Program;

e. “TAB” shall mean UCSB’s Transportation Alternative Board;

f. “CA AB 32” shall mean the California Global Warming Solutions Act of 2006. In March 2007, the UC Office of the President approved a Policy effectively designating the UC System and each UC campus as voluntary signatories to adhering to the prescribed GHG reduction targets presented in CA AB 32;

g. “Campus” shall mean the UCSB campus as described in the 2010 LRDP, including the North Campus, West Campus, Storke Campus and Main Campus;

h. “Campus Fleet Vehicles” shall mean vehicles owned, leased, or long term rentals as defined as rented for longer than one month by UCSB;

i. “Campus Consultation” shall mean the internal Campus administrative process for review of significant new policies, programs or changes to existing policies and programs with potentially affected and/or interested campus constituencies.
Appendix B hereto is a narrative description of this process and identifies the sorts of campus representational, advisory or policy bodies contemplated to be involved in Campus Consultation. Campus Consultation is advisory in nature and does not constitute an approval, but applies to all UCSB actions set forth in this Agreement, whether or not specifically identified as such;

j. “Campus Sustainability Plan (CSP)” (Appendix C) shall mean the 2008 document intended to provide a roadmap for major steps toward achieving sustainability. Functional areas have been identified (currently identified areas include, but are not limited to, Academics and Research, Built Environment, Communications, Energy, Food, Labs, Shops and Studios, Landscape/Biotic Environment, Procurement, Transportation, Waste, and Water) and campus groups have developed a series of recommendations, goals, objectives and benchmarks over a one, five, and twenty year timeframe. The CSP is a living document initially prepared in 2008 with the data that was available at the time of preparation and includes plans for refinement and periodic updates;

k. “CEC” shall mean the Community Environmental Council;

l. “CEQA” shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000, et seq., and the CEQA Guidelines, Title 14, California Code of Regulations Sections 15000, et seq.;

m. “City” shall mean the City of Goleta;

n. “Climate Action Plan (CAP)” (Appendix C, http://sustainability.ucsb.edu/plan/climate_plan.php) shall mean the UCSB document which provides a guideline to achieve campuswide greenhouse gas emissions reductions as outlined by AB 32, the University of California, and the American College & University Presidents Climate Commitment. The CAP is a
living document initially prepared in 2009 with the data that was available at the
time of preparation and includes plans for refinement and periodic updates;

o. “Commission” shall mean the California Coastal Commission;

p. “County” shall mean the County of Santa Barbara;

q. “Day Time Parking Permits” shall mean permits for UCSB Lots currently
designated as “A”, “C”, “S”, and “R”.

r. “Enrollment” shall mean the average number of students attending classes at the
UCSB campus and registered as of the 15th class day for each Fall, Winter and
Spring quarter and does not include students exclusively taking classes at off-
campus locations including, but not limited to, participants in the Education
Abroad Program (EAP), Ventura Center, or students taking courses at another UC
location;

s. “Faculty” shall mean Professors, Associate Professors, Assistant Professors, and
Lecturers;

t. “Freshmen” shall mean students attending the first-year of classes in a UCSB
four-year undergraduate program and shall not include students transferring in to
UCSB at the second-year or higher level;

u. “FTE” shall mean “full time equivalent”;

v. “Initiate Planning of a New Campus Residential Facility” shall mean the
submittal of a Preliminary Project Proposal to the Campus Planning Committee,
which in turn considers whether to recommend that the Chancellor formally
approve moving the project forward through the University approval process that
must occur prior to project construction, which includes, but is not limited to
budget, design development and environmental review;

w. “MTD” shall mean the Santa Barbara Metropolitan Transit District;
Article 2 TRANSPORTATION

2.1 In order to reduce automobile trips to campus, UCSB shall continue and expand opportunities for students, staff, faculty and visitors to use alternative transportation means to access and circulate on campus and shall reduce the total number of parking spaces commensurate with improvements to the campus alternative transportation system and programs – including expanded and enhanced transit services, bike facilities, teleconferencing, telecommuting and enhanced programs promoting carpooling, car-sharing and other alternative transportation programs.

2.2 Parking. UCSB shall reduce the amount of automobile use by faculty, staff and students to and from campus by reducing the number of total trips, herein referred to in this Article as “vehicle trips”.

UCSB shall implement the following measures as a means of accomplishing the above vehicle trip reduction commitment:

a. Reduce total proposed future parking availability on campus by 650 parking spaces (from 14,230 to 13,580 spaces) exclusive of parking associated with Coastal...
Access mandated by the Coastal Commission, on the condition that the reduction is authorized by the California Coastal Commission and a residential parking permit program is implemented by the County of Santa Barbara for Isla Vista.

b. Strive to meet the “stretch goal” of reducing overall future parking by an additional 1,000 spaces below the number set forth in Section 2.2.a of this Agreement from 13,580 to 12,580 spaces or, in the event an Isla Vista residential parking permit program is not implemented or the Commission does not support or otherwise approve a 650 space reduction in future parking availability proposed in the 2010 LRDP, from 14,230 to 13,230 spaces.

c. Subject to Campus Consultation, limit issuance of Main Campus Day Time Parking Permits for residents of UCSB housing (excluding residents of the West Campus Faculty Housing and North Campus Faculty Housing developments) to only individuals demonstrating the need for such permits by virtue of temporary or permanent physical disability, or other extraordinary circumstance, as determined on a case-by-case basis.

d. Assist the County, and materially support the development, adoption and implementation of a residential permit parking program in Isla Vista.

e. Continue efforts to reduce parking demand, consistent with the stretch goal identified above, through efforts such as, but not limited to:

   i. a phased increase in parking rates and/or instituting a tiered rate structure;

   ii. continue to assess and refine the adequacy of bike parking policies and practices associated with new construction and renovation projects;

   iii. exploring and actively consider unbundling the cost of parking from the rental cost of University developed faculty/staff housing; and

   iv. considering adoption of best practices identified at other campuses, including but not limited to parking cash-out strategies.
f. Assess transportation patterns of campus commuters and strive to increase average vehicle ridership (AVR) by 2%/year.

2.3 Alternative Transportation. UCSB will strengthen its leadership role in advancing alternative transportation policies and programs in the region and in academia nationally, striving to be one of the leading universities with respect to best practices for achieving alternative transportation utilization and reducing single occupancy vehicle use, and working to meet Air Pollution Control District clean air transportation goals through the development, study and, where appropriate, implementation of innovative transportation control measures (TCMs) and in striving to achieve "fossil free by ’33" goals, by taking the following actions and all other actions reasonably available to it to advance transportation sustainability. In this regard UCSB shall take the following actions:

a. monitor and report periodically, but no less frequently than on a triennial basis on best practices in the UC system and on campuses nationally that promote transportation alternatives and other sustainability policies at college campuses;

b. strive through the campus shared governance process to develop and implement stable finance mechanisms for alternative transportation programs and facilities from a wide range of sources that will provide adequate and reliable funding for TAP;

c. expand upon existing campus efforts through shared governance process to structure transportation decision-making to encourage and support sustainable transportation policies;

d. collaborate with SBCAG and MTD on transit planning to maximize transit access and use and increase transit services and ridership from current levels;

e. continue, expand, and enhance campus community access to campus teleconferencing/videoconferencing facilities and telecommuting programs.
f. increase the ease of student transit use, such as and including, but not necessarily limited to removing the need to manually obtain a MTD sticker each quarter or pursuing the use of “smart card” readers on all buses; subject to the support of transit providers.

g. work with transit providers to expand transit service to all UC personnel.

h. continue car-sharing programs to reduce the need for vehicle ownership by persons residing on campus, including but not limited to providing dedicated parking spaces and any necessary administrative facilities for Zip Cars or other car-sharing programs, as available, in each housing parking structure,

2.4 SUN, any SUN members signatory hereto as identified in Appendix A and UCSB will jointly make good faith efforts to collaborate with the County to develop an appropriate permit parking program for County adoption and possible submittal to the Commission, including campus permit parking reductions and Isla Vista parking restrictions, and support such a program before relevant agencies and constituencies;

2.5 Other Transportation-Related Initiatives. To help offset the air quality, climate change, and energy use associated with automobile use, (in addition to other actions to address these impact areas detailed elsewhere herein), UCSB shall:

a. replace campus fleet vehicles as prescribed by the Climate Action Plan and the UCSB Alternative/Advanced Fuel Policy, including 75% of campus fleet purchases being alternative fuel or ultra-efficient vehicles by 2011; 95% of the campus light-duty fleet purchases being alternative fuel by 2016; and work with others to promote alternative fuel sources;

b. include questions in campus surveys to help determine alternative transportation system adequacy, ascertain residential location distribution and transportation mode choice for campus personnel, solicit comments on unmet alternative transportation needs and obtain suggestions for alternative transportation facility and program improvements and identify potential new alternative transportation services, identify barriers to
alternative transportation use for campus personnel (faculty, staff and students) living within 5 miles of campus, and report annually to the community the results and conclusions of this process;

c. report annually upon the Effective Date of this Agreement to the community on their efforts and progress at addressing each of the above listed goals.

Article 3 HOUSING

3.1 UCSB shall continue and expand its role in improving the ‘jobs/housing balance’ in the region, by adopting, implementing, reviewing and refining policies that will enable increasing proportions of its workforce over time to live within walking/biking distance of campus or proximity to a direct bus line, and promote policies that will improve the affordability of housing in the region.

3.2 UCSB shall provide planned new units for faculty and staff at those locations identified in the 2010 LRDP upon approval by the Commission, which shall be phased to meet anticipated demand.

3.3 UCSB shall adopt the following policies to improve the ‘jobs/housing balance’ in the region, and take all other actions reasonably available to it to improve the ‘jobs/housing balance’:

a. University developed for-sale and rental housing will be available for faculty and staff who are newly recruited, currently employed, or retired from University employment. Eligibility of such groups will be categorized within a tiered priority system for the allocations of available housing; and

b. University developed for-sale housing will include permanent resale restrictions which will be designed to preserve affordability. An example of such restrictions
would be to escalate property value consistent with increase in Consumer Price Index (CPI) or other appropriate indexes.

3.4 Generally, UCSB’s process for planning and constructing new campus housing requires approximately five (5) years, beginning when UCSB acts to Initiate Planning of a New Campus Residential Facility. UCSB shall initiate planning of new student housing units in advance of student growth with the goal of not more than 500 rooms experiencing triple occupancy.

a. UCSB will initiate the planning for the first increment of new student housing concurrent with the Effective Date of this Agreement.

b. UCSB will initiate planning for each subsequent student housing project such that, on the date of the Official Count, no more than 200 rooms will be tripled prior to submission of a Preliminary Project Proposal to the Campus Planning Committee. This Official Count of students will occur on the 15th day of instruction in Fall Quarter of each year.

**Article 4 WATER**

4.1 UCSB agrees not to tier from the LRDP EIR water supply analysis for any new UCSB building proposed pursuant to the 2010 LRDP if a final approved or adopted GWD report or study concludes that GWD total water supply has significantly decreased from the projections or assumptions presented in the 2010 LRDP EIR. For purposes of this obligation, a significant decrease in GWD total water supply triggering reanalysis of water supply adequacy is a 5% reduction in GWD’s total projected normal year potable supply compared to the supply identified and considered in the 2010 LRDP FEIR [total projected normal year potable water supply in FEIR is 16,572 AFY, [page 4.14-7 RDEIR], and thus a 5% reduction is equal to 828.5 AFY]; does not include additional demand on GWD water supply from sources other than UCSB (e.g., growth in other
areas of GWD’s service area); and is not based exclusively on any CEQA threshold or
definition of a significant impact.

4.2 In the event any of the triggering factors in ¶ 4.1 occur, UCSB shall conduct a revised
water supply analysis as part of the environmental review document for the next
proposed new UCSB building, which shall also include a revised water supply analysis
for all remaining development under the 2010 LRDP and shall give due consideration to
any final approved or adopted GWD report or study as described in ¶ 4.1. Unless or until
any of the triggering factors in ¶ 4.1 again occur, UCSB shall have the discretion to tier
from the revised water supply analysis for the remaining development under the 2010
LRDP.

4.3 If the revised water supply analysis in ¶ 4.2 concludes that UCSB’s demand on GWD’s
supply is greater than the amount assumed in the 2010 LRDP FEIR UCSB shall develop
and implement strategies that will overcome any additional shortfall in water supply over
that identified in the LRDP EIR. UCSB shall follow the following hierarchy of water
strategies to the maximum extent practicable: first use campus water conservation;
second increased campus reclaimed water use to reduce campus potable consumption;
third increased offsite reclaimed water use to reduce potable consumption; and lastly
enhancement of existing water supplies and/or acquisition of new water supplies.
UCSB shall not consider or seek development of a desalinated water system to increase
supplies available to the Campus, unless new technologies are developed that
substantially reduce or eliminate the high energy requirements and the adverse direct and
indirect impacts of desalination.

4.4 UCSB shall adopt, as a condition of the approval of each new building, sufficient water
supply strategies in accordance with the hierarchy in ¶ 4.3 to demonstrate adequate
current supplies for the building and sufficient strategies to factually support a projection
of adequate future supplies for the remainder of the LRDP development envelope. In the
event that sufficient water supply strategies cannot overcome the water supply shortfall
identified through the process described in ¶ 4.2 over the projections presented in the
2010 LRDP EIR, UCSB shall consider alternatives that conform LRDP development to available water supplies.

4.5 UCSB will strive to reach a “stretch goal” of reducing the campus’ overall potable water demand at buildout (currently projected to be 856 new + 814 existing = 1670 AFY) by 20% for a reduction of 334 AFY and total potable demand of 1336 AFY.

4.6 UCSB will support the inclusion of the commitments in § 4.1 to 4.4 as LRDP policies or conditions of LRDP approval if required by the California Coastal Commission. SUN and its member groups may request the California Coastal Commission to include the commitments in § 4.1 to 4.4 as conditions of LRDP approval.

**Article 5 BIOLOGY**

5.1 UCSB will continue to implement a general buffer of 100’ from all Environmentally Sensitive Habitat Areas (ESHA) including wetlands, excluding all development entitled or otherwise agreed to prior to the effective date of this Agreement for which a lesser setback is allowed.

5.2 The buffer identified in 5.1 of this Agreement may be reduced if conditions occur where structures, developments, or roadways currently exist within the 100’ setback boundary as noted in Attachment A: Wetland Boundary Map. Should UCSB redevelop within areas identified in Attachment A, the following conditions will be met:

a. the proposed buffer will be reduced to the edge boundary of the existing developed area, unless the new development may be feasibly sited to expand the buffer, in which case the buffer shall be as close to 100’ as is feasible;

b. Whenever the buffer is less than 100’, UCSB shall create, enhance and/or restore native habitat in permanently protected areas at a 3-to-1 ratio. For example, if an existing structure is 50’ from a wetland and may only be feasibly redeveloped in this location, UCSB will calculate the square foot area which would have constituted a 100’ buffer and
create, enhance and/or restore native habitat 3 times that area in another location deemed appropriate for such habitat;

c. In no instance will any redevelopment further encroach upon the existing setback distance and in no instance will areas that are currently undeveloped within the buffer be developed;

d. All buffers shall be managed and maintained as a riparian and/or wetland habitat buffer zone to provide adequate and continuing buffer functions throughout the life of the development, including specific conditions achieving these standards and ensuring no significant disruption of habitat values; and

e. Pedestrian and bicycle trails may be allowed within the buffers, provided that adequate protection for natural resource values can be provided and implemented.

5.3 As a priority action, UCSB shall take all feasible measures to:

a. avoid construction of new or replacement structures within the setback identified in Section 5.1 of this Agreement; and

b. avoid new construction, including roads in new alignments, within undisturbed habitat in ESHA or in currently undisturbed or undeveloped buffer areas.

5.4 Wetland restoration, including re-establishment of tidal circulation, on the UCSB campus will be investigated as a possible carbon sequestration project providing carbon offsets for campus development.

5.5 UCSB shall consider and seek to integrate enhancement of biologic and hydrologic connectivity within and between Goleta and Devereux sloughs where feasible for all LRDP projects that either impact either Slough or which involves lands that could be used for such enhancements. UCSB shall attempt to fund such enhancement efforts within project budgets, and where Project budgets cannot include such enhancements, UCSB shall seek external funding for their implementation.

5.6 SUN recognizes that UCSB has adopted the following mitigation measure, and UCSB agrees to amend it as noted in italics: **BIO-1E** The University shall work with the City of Santa Barbara, and Goleta West Sanitary District, to reintroduce tidal influx to the Storke
Wetlands. *UCSB further agrees to work with the Department of Fish and Game and the City of Goleta in the event operation of the GWSD is assumed by the City of Goleta*

5.7 UCSB will develop and maintain a roster of all properties on campus or within their control for wetland and natural area restoration and habitat enhancement projects, and apply project-related funding, where feasible and available, to achieve restoration and enhancement of habitat on these lands. UCSB shall seek external funding to achieve restoration and enhancement on these lands, and shall, where appropriate, partner with other agencies to restore and enhance these lands, including making such lands available for restoration and enhancement projects without a land cost.

5.8 UCSB will continue to comply with all state and federal discharge standards by developing a comprehensive water quality monitoring program for all discharges from campus. Properties and/or discharges with the highest levels of water pollution will be evaluated and water quality problems addressed, beginning with discharges deemed unhealthful or unsafe for human contact.

**Article 6 ENERGY**

6.1 UCSB shall continue to be a leader in identifying and implementing energy reduction strategies and technologies with the guidance of campus consultation and the policies developed by the Chancellor’s Sustainability Advisory Committee and the Office of the President, and shall continue to reduce energy use intensity over the life of the 2010 LRDP.

6.2 The campus shall continue to monitor energy usage and make available for public review an Annual Energy Report detailing purchased electricity and natural gas consumption, as well as onsite and offsite renewable energy generation.

6.3 The campus shall continue to reduce greenhouse gas emissions in accordance with the campus Climate Action Plan and AB 32, and shall continue to inventory and publicly
report all greenhouse gas emissions annually in accordance with the protocol set forth by The Climate Registry.

6.4 UCSB shall strive to achieve the renewable energy milestones contained in its Campus Renewable Energy Sustainability Policies, attached as Appendix C.

6.5 Interim Progress Demonstration and Correction. As part of the analysis in each public environmental review document prepared pursuant to CEQA for a Project implementing the 2010 LRDP, as may be amended, the University shall evaluate, quantify and document progress towards each emissions reductions goal of the UCSB Climate Action Plan, the Sustainability Plan, the City of Goleta-County of Santa Barbara-UCSB Mitigation/Settlement Agreement and any per capita greenhouse gas reduction guidelines or regulations applicable to the University promulgated by the California Air Resources Board, Santa Barbara County Air Pollution Control District or other regulatory agency addressing emissions affecting climate change. If the analysis reveals that the University’s progress fails to meet interim milestones or identified periodic trajectories for attainment or is otherwise falling behind the target for that date, a corrections strategy shall be developed by the University through the Campus Consultation Process to be implemented within a specified time.

Article 7 REPRESENTATIVE FORMS OF COMMUNITY PARTICIPATION

7.1 SUN and any signatory member organizations will actively participate in monitoring and evaluating UCSB’s progress in implementing the requirements of this agreement, as set forth in Article 8.

7.2 SUN and any signatory organizations will actively participate in formulating policy relevant to this Agreement, through the participation of representatives of designated community organizations, and UCSB will, as necessary, authorize and facilitate this participation.
However, the Chancellor will retain final authority over all appointments to campus advisory committees that report to him.

7.3 UCSB’s forms of support for SUN’s participation as described in section 7.2 shall include but not be limited to:

a. The appointment of a SUN-designated community organization (ex officio) representative to the Campus Sustainability Committee;

b. The appointment of SUN-designated community organization (ex officio) representatives to Campus-Wide Sustainability Change Agent committees;

c. The appointment of a SUN-designated community organization representative to serve as an ex-officio member of TAB; and

d. The appointment of a SUN-designated community organization representative to serve as an ex-officio member of the Parking Ratepayers Board

7.4 For purposes of implementing Sections 7.2 and 7.3, SUN designated organizations may include but are not limited to CPA, COAST, SB Audubon Society, LWVSB and SBCAN.

7.5 SUN will support UCSB's participation in advisory boards for MTD, SBCAG, and other transit providers or transit planning agencies.

Article 8 COOPERATION OF THE PARTIES, MONITORING, AND IMPLEMENTATION OF THE 2010 LRDP AND THIS AGREEMENT

8.1 University's obligations under this Agreement shall become effective upon final certification of the 2010 LRDP by the Commission. Upon execution of this Agreement, UCSB shall not take actions that are materially inconsistent with or compromise its ability to meet all obligations and goals in this Agreement.
8.2 If the growth projected in the 2010 LRDP, or any of the obligations identified herein are substantially modified as a result of Commission review and approval the parties shall meet within ninety (90) days of the Commission certification in good faith to review, and as necessary renegotiate the obligations of University hereunder to address the change in environmental impacts resulting from the 2010 LRDP modification.

8.3 UCSB shall monitor compliance with each provision in Articles 2 through 7 of this Agreement by collecting quantitative and qualitative data, and produce and maintain monitoring reports incorporating the collected data.

8.4 UCSB shall make the monitoring reports available to SUN and SUN designated representatives annually. Raw data will be made available upon request.

8.5 University and SUN shall act in good faith to schedule and participate in an annual meeting to review overall progress on and any problems or obstacles to implementing the measures and policies set forth in this agreement. The first such meeting shall occur within six (6) months after approval of the 2010 LRDP by the Commission, at which time the approximate date of future annual meetings shall be mutually agreed upon by the parties.

Article 9 SUN/UNIVERSITY PARTNERSHIP

9.1 By entering into this agreement, University and SUN agree to take all necessary actions to ensure that this Agreement shall be fully enforceable. Article 20 (Default) and Article 21 (Remedies) ensure the enforceability of the agreement, in the event the parties fail to perform.

9.2 SUN and any signatory SUN member groups and UCSB and its representatives acknowledge that members engaged in the negotiation of this Agreement and their counsel have obtained confidential information in the context of negotiations that resulted
in this Agreement and therefore agree that SUN, its signatory SUN members, UCSB staff and counsel for all parties will not disclose confidential information obtained through the course of negotiations.

9.3 SUN and any signatory SUN member groups and any non-attorney representing these groups agree to forebear from judicial proceedings challenging the validity of The Regent’s approval of the 2010 LRDP and certification of the 2010 LRDP EIR upon execution of this Agreement.

9.4 Provided that University abides by the provisions hereof, SUN and any signatory SUN member groups and any non-attorney representing these groups agree to support UCSB's 2010 LRDP by submitting a letter to the Commission and not to file, fund or otherwise support by providing research, fact-finding, or advising any third party in filing any court action opposing or challenging the validity of any approvals, entitlements, or licenses for approval by the Commission of the 2010 LRDP, including CEQA compliance for the 2010 LRDP. SUN and any Signatory SUN member groups and any non-attorney representing these groups shall not oppose LRPD approval and final certification by the Commission, but may raise concerns and comments associated with issues not included or addressed in this Agreement. Nothing in this paragraph shall be deemed to prohibit any party from acting under or complying with the California Public Records Act (Government Code Sections 6250, et seq.) or other applicable law.

9.5 Provided that SUN and any signatory SUN member groups at the time this Agreement is executed abide by the provisions set forth in Sections 9.2, 9.3 and 9.4 of this Agreement, UCSB agrees to implement its commitments identified in Articles 2 through 7 of this Agreement.

9.6 SUN and any Signatory SUN member groups and any non-attorney representing these groups shall consult with University prior to any announcement concerning this Agreement in an effort for the parties to mutually agree upon and prepare a joint press release and hold a joint press conference, if any, announcing this Agreement. If the
parties cannot mutually agree on either a joint press release or joint press conference, each is free in its discretion to make any announcement.

9.7 Up to the date of final Commission certification of the LRDP, SUN may identify other SUN member groups that desire to join in this Agreement, be bound by its terms and enjoy its benefits. The decision to allow such additional SUN member group(s) to be added to this Agreement shall be in the sole discretion of UCSB. Upon execution of this Agreement by any proposed additional SUN member group(s) and acceptance and co-execution by the Regents, the newly added SUN member group(s) shall be thereafter considered a SUN Signatory member group and subject to all of the benefits and burdens of this Agreement.

Article 10 GOOD-FAITH OBLIGATIONS

SUN and University agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; to execute any and all supplemental documents, gather and publish data, and to take all additional lawful and reasonable actions which may be necessary or appropriate to give full force and effect to the terms and to fully implement the goals and intent of this Agreement. SUN and University also agree to exercise good faith, individually and through counsel, in an effort to identify and to amicably resolve any issues, misunderstandings or disagreements that may arise with respect to the terms of this Agreement, including consideration of any proposed amendments necessitated by changed circumstances, changes to applicable law, substantial technological advances or other, similar factors or developments.

Article 11 COMPREHENSION OF AGREEMENT

SUN and University represent that in entering into this Agreement they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms
of the Agreement are fully understood and voluntarily accepted. This Agreement has been jointly drafted by the parties, and its provisions shall not be construed against either party on the basis of authorship.

Article 12  GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising hereunder shall be in Santa Barbara County Superior Court.

Article 13  NO ADMISSION OF LIABILITY

This Agreement is not an admission of liability by any party to this Agreement to the any other party or to any third party. It is the intent of the parties that this Agreement is a compromise of disputed claims.

Article 14  AUTHORIZATION

SUN and University hereby represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions, and that the individuals who execute this Agreement on each party's behalf are duly authorized to do so.

Article 15  ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between SUN and University with respect to the settlement of disputes arising or expected to arise out of the aspects of the 2010 LRDP approval addressed herein. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in any other
applicable written agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such remaining provisions shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Further, if a future enacted state or federal law or regulation applicable to the University conflicts with any term or condition of this Agreement, the state or federal law or regulation shall take precedence.

**Article 16  EFFECTIVE DATE**

This Agreement shall become effective upon full execution by SUN and University which may occur in counterparts such that one or more signatures may appear on separate pages. The signatures of counsel may be provided through facsimile transmission.

**Article 17  AMENDMENT**

Neither this Agreement nor any term, provision or condition hereof may be amended and no obligation duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto. Either Party may propose an amendment to any Article, in whole or in part, of this Agreement, which shall be considered in good faith by the non-proposing party. Proposed amendments shall be made in writing by submitting proposed alternative or revised language or an alternative concept for any terms, rights and obligations contained in any Article herein. Any party may decline any request for amendment after having given it good faith consideration. In the event an amendment request is rejected, either party may engage a mediator or other form of alternative dispute resolution at their own expense. The other party shall participate in such processes in good faith.
Article 18  NO ASSIGNMENT

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

Article 19  TIME IS OF THE ESSENCE

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

Article 20  DEFAULT

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder.

Article 21  REMEDIES

In the event of the breach and/or default by any party to this Agreement of any obligation specified in this Agreement, the other parties shall be entitled, in accordance with applicable law, to sue for and obtain injunctive, mandate and any other equitable relief to ensure that the breaching or defaulting party satisfies and complies with this Agreement, and/or each and every individual term, provision, obligation, clause, sentence, section and/or paragraph thereof. Money damages are not available to any Party as a remedy for breach of any obligation in this Agreement. In the event of breach and/or default by SUN or any SUN members signatory hereto
as identified in Appendix A with regard to the commitments identified in Section 9.3, UCSB is relieved of all commitments or obligations as set forth in this Agreement.

Article 22  WAIVER

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

Article 23  TERM

This Agreement shall remain in full force and effect until such time, if any, as the 2010 UCSB LRDP is superseded by a subsequently adopted LRDP.

Article 24  SURVIVAL OF PROVISIONS

Those obligations of the parties which by their nature are intended to survive the termination of this Agreement shall survive the termination hereof.

Article 25  NOTICE TO PARTIES

Any and all notices or data or other documents required or permitted to be served by one party upon the other(s) shall be directed to the following representatives of the parties:

Sustainable University Now:

Marc Chytilo
Law Office of Marc Chytilo
P.O. Box 92233
Santa Barbara, CA 93190
FINAL 2010 LRDP COOPERATIVE AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA SANTA BARBARA AND SUSTAINABLE UNIVERSITY NOW

Richard Flacks
1603 Garden Street
Santa Barbara, CA 93101

University of California, Santa Barbara:

Executive Vice Chancellor
Office of the Executive Vice Chancellor
University of California, Santa Barbara
5105 Cheadle Hall
Santa Barbara, CA 93106
Mail Code 2035

IN WITNESS WHEREOF, SUN and University have caused this Agreement to be executed as of the date last written below.

[signatures on next page]
FINAL 2010 LRDP COOPERATIVE AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA SANTA BARBARA AND SUSTAINABLE UNIVERSITY NOW

SUSTAINABLE UNIVERSITY NOW

By: Richard Flacks, Chair

Date: 3/14/2011

APPROVED AS TO FORM:

By: Marc Chytik

Counsel for SUN

Date: 3/14/2011

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Nancy J. Yeager

Date: 3/15/2011

APPROVED AS TO FORM:
COUNSEL TO THE REGENTS

By: Nancy A. Hamilton

Date: 3/18/11
APPENDIX A
LIST OF S.U.N. COALITION GROUPS

- Citizen’s Planning Association of Santa Barbara County (CPA);
- Coalition for Sustainable Transportation (COAST);
- League of Women Voters, Santa Barbara Chapter;
- Santa Barbara County Action Network (SBCAN);
- SBCAN Action Fund (SBCANAF);
- Santa Barbara Audubon Society.

APPENDIX B– CAMPUS CONSULTATION PROCESSES

Under shared governance, the University engages in robust and meaningful campus consultation processes whenever significant new policies, programs, or changes to existing policies are considered. Typically the campus consultation process will be targeted to those segments of campus population affected directly, or indirectly, by whatever matter is under consideration. In an effort to increase effectiveness of this consultation process, a number of representative committees are in existence, or are formed for the purpose of such consultation. The recommendation of any committee engaged in campus consultation is considered advisory and is presented to the University decision-maker with approval authority to adopt the proposed new or revised policy or program. These committees include, but are not limited to the following:

Academic Senate
Academic Senate Council on Planning and Budget
Academic Senate Committee on Committees
Academic Senate Graduate Council
Academic Senate Undergraduate Council
Advisory Council on Campus Climate, Culture, and Inclusion
Chancellor’s Advisory Committees – Ad Hoc
Chancellor’s Advisory Committee on Student Housing
Chancellor’s Advisory Committee on Faculty and Staff Housing
Chancellor’s Advisory Committee on the Status of Women
Chancellor’s Staff Advisory Council
Chancellor’s Outreach Advisory Board
Campus Planning Committee
Coordinating Committee on Budget Strategy
Design Review Committee
Associated Students
Graduate Student Association
Residence Halls Association
Student Fee Advisory Committee
Campus Sustainability Committee
UCSB Community Housing Authority
Isla Vista Commission
Transportation Alternatives Board
Parking Ratepayers Board

Appendix C
UCSB Sustainability Implementing Guidelines for the UC Policy & Guidelines on Sustainable Practices - Renewable Energy

UCSB Climate Action Plan

Attachment A – Wetland Boundary Map