

County of Santa Barbara VMT Tool User Agreement

The County of Santa Barbara, with the assistance of its consultant, Fehr & Peers, developed the County of Santa Barbara Vehicle Miles Traveled (VMT) Tool to estimate project-specific daily Residential VMT per capita and Work VMT per employee for land-use development projects. This application, the VMT Tool, has been provided to You, the User, to assess VMT outcomes of land-use projects within the County of Santa Barbara (County). When the term "County" is used herein as a geographical descriptor, it shall refer to the unincorporated areas of Santa Barbara County. In using the VMT Tool, You agree to be bound by all of the terms and provisions of this VMT Tool User Agreement (Agreement).

VMT Tool Application for the County of Santa Barbara. The County's consultant calibrated the VMT Tool's parameters in 2020 based on the Santa Barbara County Association of Government Travel Demand Model. However, this calibration process is limited to locations within the unincorporated areas of the County.

Limited License to Use. This Agreement gives You a limited, non-transferrable, non-assignable, non-exclusive, and revocable license to use and execute a copy of the VMT Tool on a computer system owned, leased, or otherwise controlled by You in Your own facilities, as set out below, provided You do not use the VMT Tool in an unauthorized manner, and that You do not republish, copy, distribute, reverse-engineer, modify, decompile, disassemble, transfer, or sell any part of the VMT Tool, and provided that You understand, agree to, and follow the terms of this Agreement. Your failure to follow any of the terms of this Agreement shall automatically terminate this license and Your right to use the VMT Tool.

Ownership. You understand and acknowledge that the County exclusively owns the VMT Tool, and shall continue to exclusively own it through Your use of it, and that no transfer of ownership of any kind is intended, or occurs, when allowing You to use the VMT Tool.

Warranty Disclaimer. In spite of the efforts of the County and Fehr & Peers, it is possible that some of the information contained in the VMT Tool may not be accurate. The VMT Tool, OUTPUTS AND ASSOCIATED DATA ARE PROVIDED "as is" WITHOUT WARRANTY OF ANY KIND, whether expressed, implied, statutory, or otherwise including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

No Liability. It is understood that the VMT Tool is provided to You without charge. It is further understood and agreed that neither the County nor Fehr & Peers are responsible or liable in any manner for Your use of, or Your inability to use, the VMT Tool, including, without limitation, for any information derived from its use, for any delays, inaccuracies, incompleteness, errors or omissions, or damages of any kind, arising out of Your use of the VMT Tool or with respect to the material contained in the VMT Tool, including, without limitation, any damage to Your computer, network, or system resulting from receiving, downloading, or using the VMT Tool. By using the VMT Tool, You hereby voluntarily and unconditionally waive and release all claims, responsibilities, liabilities, actions, damages of any kind, costs, and losses, known and unknown, against the County and Fehr & Peers related to or arising from Your use of the VMT Tool, including, without limitation, whether the VMT Tool improperly or incorrectly determined that You are exempt from doing a transportation impact analysis or any other environmental analysis, or made an improper or incorrect environmental review determination. In no

event shall the County or Fehr & Peers be responsible or liable to You or anyone else for, or have liability for any actual, special, direct, indirect, incidental or consequential or any other type or category of damages (including, without limitation, damages for loss of business profits or changes to businesses costs) or lost data or downtime, however caused, and on any theory of liability from the use of, or the inability to use, the VMT Tool, whether the data, and/or formulas contained in the VMT Tool are provided by the County or Fehr & Peers, or another third party, even if the County or Fehr & Peers have been advised of the possibility of such damages. Further, the County has no obligation to provide You with the VMT Tool or to continue to provide You with the VMT Tool in the future. If the County determines for any reason that the VMT Tool should no longer be used, the County may discontinue Your use of the VMT Tool in the County's sole discretion.

Term and Termination. This Agreement and License shall be governed by the laws of the State of California without regard to conflicts of law provisions and shall be effective as of the date set forth below and, unless terminated in accordance with the above or extended by written amendment to this Agreement, shall terminate on the earlier of the date that You are not making use of the VMT Tool or one year after the beginning of Your use of the VMT Tool.

Termination for Convenience. The County may terminate this Agreement (and the User's right to use the VMT Tool), with or without cause, including for the County's convenience, by giving written notice thereof to the User.

Print and sign below and submit to Santa Barbara County Planning and Development Department.

You, the User	
By:	_____
Print Name:	_____
Title:	_____
Company:	_____
Address:	_____
Phone:	_____
Email Address:	_____
Date:	_____