



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-14

Clerk of the Board of
Supervisors

105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Works
Department No.: 054
For Agenda Of: June 25, 2013
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Director: Scott McGolpin, Public Works Department, 568-3010

Contact Info: Chris Sneddon, Deputy Director, Transportation, 568-3064

SUBJECT: Cooperative Agreement for Measure A Safe Routes to School and Bicycle and Pedestrian Projects, First, Second, and Third Supervisorial Districts

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the Cooperative Agreement with SBCAG for Measure A Safe Routes to School and Bicycle and Pedestrian Projects for County-sponsored projects receiving funds from the Cycle 2 Measure A Safe Routes to School and Bicycle and Pedestrian Programs.
- B. Find that the proposed action is for the operation, leasing or licensing of an existing public structures, facilities, mechanical equipment or topographical feature, involving negligible or no expansion of use beyond that which presently exists, that the proposed action is therefore exempt from CEQA pursuant to 14 CCR 15301(c) and approve the filing of a Notice of Exemption on that basis.

Summary Text:

The Measure A Bicycle and Pedestrian and Safe Routes to School grant committee awarded the County and its co-sponsors funding for one capital project, two engineering studies, and three programs. Your Board approved the Cycle 1 Cooperative Agreement on March 6, 2012. On May 7th, 2013, your Board approved an Amendment to the Cooperative Agreement used for Cycle 1 that added County-sponsored projects receiving funds for Cycle 2 projects. These projects were added as attachments to the Cooperative Agreement for Cycle 1, but otherwise did not alter the terms of the Cooperative Agreement. The agreement was brought to your board based on the understanding that the cooperative agreement used for Cycle 1 would also be used for Cycle 2.

Subsequently, Santa Barbara County Association of Governments made minor revisions to the agreement. These revisions do not change the intent or implementation of the grants, or amend any of the material terms of the Agreement. Thus Public Works recommends approval of the revised Cycle 2 agreement.

Projects to be added with this action:

Capital Project

Tatum Pathway Improvement Project– This project will improve the informal pathway across the Tatum Property linking the surrounding neighborhoods to San Marcos High School and El Camino Elementary School.

Engineering Study

Santa Barbara County Pedestrian Master Plan– The County is required to have an ADA transition plan and methods for addressing ADA compliance and pedestrian access. These funds will be used to compile existing information and create a unified strategy for setting priorities and implementation of future projects to address pedestrian facility needs.

Santa Claus Lane Class I Bike Path– Funds from this grant will be used to complete preliminary engineering and environmental analysis to study the feasibility of a bicycle path connection between Santa Claus Lane and Carpinteria Avenue. SBCAG will administer, provide the matching funds, and be responsible for grant deliverables for this regional project.

Co-sponsored Programs

Co-sponsored programs include those sponsored by the County together with the cities of Carpinteria, Santa Barbara, and Goleta. The cities will be responsible for signing a cooperative agreement and overseeing implementation of these programs in their respective jurisdictions.

Safe Routes to School (COAST) – This program will be implemented at schools throughout the South Coast by the Coalition for Sustainable Transportation (COAST). The program includes activities such as helmet fittings, school assemblies, hazard assessment, and incentive programs to help children, schools and parents in the community promote bicycling and walking to school. This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project.

Youth Bicycle Education - This program will be implemented by the Santa Barbara Bicycle Coalition to provide education programs for grades 6-12 in bicycle riding skills, basic rules of the road and bike maintenance. This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project.

Adult Bicycle Education – This program will be implemented by the Santa Barbara Bicycle Coalition to target south coast adult bicyclists who lack access to low-cost transportation. It will include training and resources to help people acquire, repair, and maintain bicycles. It also provides safety training for riding bicycles in traffic. This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project.

The Measure A Investment Plan requires grant award recipients (Sponsors) to execute a Cooperative Agreement with SBCAG (Authority), and all funding recommendations are contingent on an executed agreement.

Background:

SBCAG is administering the Cycle 2 Measure A Bicycle & Pedestrian and Safe Routes to School Programs. These grants will fund a variety of projects to fill gaps in the regional bicycle/pedestrian network, rehabilitate important infrastructure on the existing network, facilitate bicycle usage, and increase the safety of children walking and riding bikes to school.

Pursuant to CEQA Guidelines Section 15301 (c), this project has been determined to be exempt from further environmental review. Approval of this CEQA Notice of Exemption will indicate the Board of Supervisors' approval of this project and will commence the appeal period, pursuant to CEQA guidelines.

Fiscal and Facilities Impacts:

Budgeted: N/A

<u>Funding Sources</u>	<u>FY2013/2014</u>
Regional Meas A	\$ 659,000.00
Local Match	\$ 116,000.00
Total	\$ 775,000.00

Local Match includes only County of Santa Barbara contributions of TDA (28%), GFD (28%) and Measure A (43%). See attachments for project totals and breakdown of funding.

Narrative:

The Measure A Bike and Pedestrian and Safe Routes to School Programs will fund up to the amount in the attachments as a percentage of the total cost. Transportation Development Act (TDA), Second District General Fund Designation (GFD) and Measure A Alternative Transportation will be used for matching funds.

Special Instructions:

Please return both original executed documents and one certified stamped Minute Order to Gena Valentine Felix, Public Works, Transportation, ext. 3064. One original document will be returned to the Clerk of the Board, once SBCAG Board executes.

Attachments:

1. Measure A Project Cooperative Agreement (2 copies)
2. Attachments A-F, Project Scope, Cost, Schedule and Funding Plan for 6 projects
3. Notice of Exemption

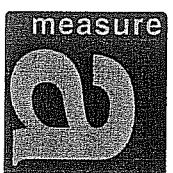
Authored by:

Brittany Heaton, Public Works Transportation Project Manager, ext. 3035



ATTACHMENT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency:

SBCAG

Project Sponsor:

City of Carpinteria and County of Santa Barbara

Project Name:

Santa Claus Lane Class I Bike Path

Measure A Project ID #: MSA-17-2-4

Project Scope:

Design and environmental for a new Class I bike path immediately south of U.S. 101 between Santa Claus Lane at Sandpoint Drive and Carpinteria Avenue. The bikepath is approximately .6 miles in length.

Project Location:

Between Santa Claus Lane at Sandpoint Drive and Carpinteria Avenue. The bike path is roughly half in the jurisdiction of Santa Barbara County and half in the jurisdiction of the City of Carpinteria.

Project Contact:

Matt Dobberteen

Project Payment:

The County of SB was the primary sponsor in the Measure A application for Regional Bike and Ped funding but will pass through funding to SBCAG who will be responsible for implementation and completion of the PE phase of the project, using a match of regional discretionary funding.

Funding Program:

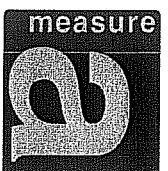
South Coast

							Project Schedule		
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	Timely Use of Funds Deadline
PE	Preliminary Design/Eng (PS&E) and Environmental	\$295,000	\$100,000	34%	\$195,000	66%	July 2013	Dec. 2014	6/30/2015
Right of Way	n/a								n/a
Construction	n/a								n/a
Total		\$295,000	\$100,000		\$195,000				



ATTACHMENT B

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency: County of Santa Barbara

Project Sponsor: County of Santa Barbara

Measure A Project ID #: MSA-17-2-1

Project Name: Santa Barbara County Pedestrian Master Plan

Project Scope: Develop a Pedestrian Master Plan for the unincorporated urbanized areas of Santa Barbara County.

Project Location: The Pedestrian Master Plan would focus primarily on the areas adjacent to the incorporated cities of Santa Barbara County (8 areas).

Project Contact: Matt Dobberteen

Project Payment: Payment made from SBCAG to County of Santa Barbara

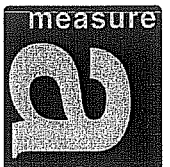
Funding Program: South Coast

			Project Schedule				Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	
Create Plan	Create a Pedestrian Master Plan	\$100,000	\$50,000	50%	\$50,000	50%	6/30/2015
Total		\$100,000	\$50,000		\$50,000		



ATTACHMENT C

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency: County of Santa Barbara

Project Sponsor: County of Santa Barbara

Project Name: Tatum Pathway Improvement Project

Project Scope: Construct an asphalt pathway approximately 1,300 feet in length across the southern portion of the Tatum property replacing an existing dirt pathway. The project will include clearing of vegetation and associated drainage improvements.

Project Location: The unincorporated portion of the Eastern Goleta Valley, immediately northeast of the intersection of San Marcos Road and San Simeon Drive.

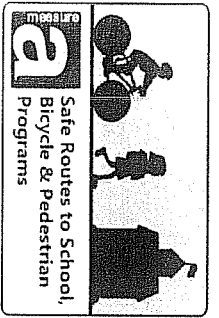
Project Contact: Matt Dobberteen

Project Payment: Payment made from SBCAG to County of Santa Barbara.

Funding Program: South Coast

Measure A Project ID #: MSA-16-2-5

Project Schedule						
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %
PE	Preliminary Design/Eng (PS&E)	\$65,000	\$52,000	80%	\$13,000	20%
Right of Way	n/a	\$0	\$0	0%	\$0	0%
Construction	Project Construction, engineering, and management	\$243,500	\$194,800	80%	\$48,700	20%
Contingency	As needed	\$21,000	\$16,700	80%	\$4,300	20%
Total		\$329,500	\$263,500		\$66,000	



ATTACHMENT D

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency: COAST
Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-16-2-1

Contract County of Santa Barbara

Administrator:

Project Name: **Safe Routes to School (COAST)**

Project Scope: Provide Safe Routes to School Program to all South Coast Schools. Program will be administered by COAST.

Project Location: Schools in all south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

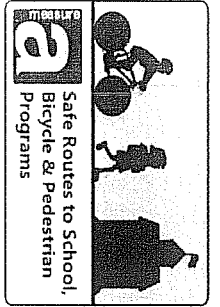
Project Contact: Eva Inbar

Project Payment: Payment made from SBCAG to COAST upon County approval of invoice and submittal to SBCAG.

Funding Program: South Coast

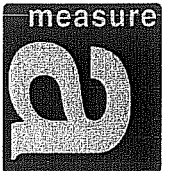
Project Phase	Description	Total Project			Sponsor		Project Schedule		Timely Use of Funds Deadline
		Cost Estimate	Measure A Amount	Measure A %	funding amount	Sponsor funding %	Start	Finish	
Ongoing Program	Conduct Safe Routes to School programs at all south coast schools	\$252,000	\$138,000	55%	\$114,000	45%	July 2013	June 2016	6/30/2016
Total		\$252,000	\$138,000		\$114,000				

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.



ATTACHMENT E

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency: Santa Barbara Bicycle Coalition
Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-17-2-2

Contract Administrator: County of Santa Barbara

Project Name: **Adult Bicycle Education and Safety Outreach**

Project Scope: Program to target south coast adult bicyclists who lack access to adequately functioning bicycles and/or adequate information surrounding safe bicycling in traffic.

Project Location: All south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

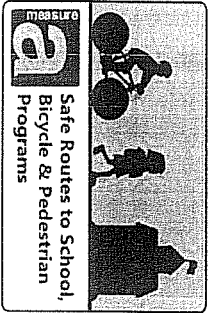
Project Contact: Ed France

Project Payment: Payment made from SBCAG to Santa Barbara Bicycle Coalition upon County approval of invoice and submittal to SBCAG.

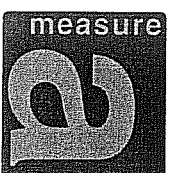
Funding Program: South Coast

								Project Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish		
Ongoing Program	Bicycle Education and Outreach	\$222,000	\$111,000	50%	\$111,000	50%	July 2013	June 2016	6/30/2016	
Total		\$222,000	\$111,000		\$111,000					

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.



ATTACHMENT F
PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Implementing Agency: Santa Barbara Bicycle Coalition

Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-16-2-2

Contract: County of Santa Barbara

Administrator:
Project Name: Youth Bicycle Education

Project Scope: Education program for grades 6-12 in bicycle riding skills, basic rules of the road and bike maintenance

Project Location: All south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

Project Contact: Ed France

Project Payment: Payment made from SBCAG to Santa Barbara Bicycle Coalition upon County approval of invoice and submittal to SBCAG.

Funding Program: South Coast

		Total Project					Project Schedule		
Project Phase	Description	Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	Timely Use of Funds Deadline
Ongoing Program	Youth Bicycle Education	\$216,000	\$108,000	50%	\$108,000	50%	July 2013	June 2016	6/30/2016
Total		\$216,000	\$108,000		\$108,000				

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Department of Public Works/Transportation Division
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970 (Pub. Res. Code Section 21000 et seq.), as defined in the State CEQA Guidelines and County Revised CEQA Guidelines.

APN(s) Right of Way. Project No. N/A

LOCATION: First, Second, and Third Supervisorial Districts

PROJECT TITLE: Measure A Safe Routes to School and Bicycle and Pedestrian Projects

PROJECT DESCRIPTION: The Measure A Bicycle and Pedestrian and Safe Routes to School grant committee awarded the County and its co-sponsors funding for one capital project, two engineering studies, and two programs. This action will amend the agreement to include grants awarded for Cycle 2.

- ***Capital Project***

Tatum Pathway Improvement Project– This project will improve the informal pathway across the Tatum Property linking the surrounding neighborhoods to San Marcos High School and El Camino Elementary School.

- ***Engineering Studies***

Santa Barbara County Pedestrian Master Plan– The County is required to have an ADA transition plan and methods for addressing ADA compliance and pedestrian access. These funds will be used to compile existing information and create a unified strategy for setting priorities and implementation of future projects to address pedestrian facility needs.

Santa Claus Lane Class I Bike Path– Funds from this grant will be used to complete preliminary engineering and environmental analysis to study the feasibility of a bicycle path connection between Santa Claus Lane and Carpinteria Avenue. SBCAG will administer, provide the matching funds, and be responsible for grant deliverables for this regional project.

- ***Co-sponsored Programs***

Co-sponsored programs include those sponsored by the County together with the cities of Carpinteria, Santa Barbara, and Goleta. The cities will be responsible for signing a cooperative agreement and overseeing implementation of these programs in their respective jurisdictions.

Safe Routes to School (COAST) – This program will be implemented at schools throughout the South Coast by the Coalition for Sustainable Transportation (COAST). The program includes activities such as helmet fittings, school assemblies, hazard assessment, and incentive programs to help children, schools and parents in the community promote bicycling and walking to school.

This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project.

Youth Bicycle Education - This program will be implemented by the Santa Barbara Bicycle Coalition to provide education programs for grades 6-12 in bicycle riding skills, basic rules of the road and bike maintenance. This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project.

Adult Bicycle Education – This program will be implemented by the Santa Barbara Bicycle Coalition to target south coast adult bicyclists who lack access to low-cost transportation. It will include training and resources to help people acquire, repair, and maintain bicycles. It also provides safety training for riding bicycles in traffic. This application was co-sponsored by the Cities of Carpinteria, Santa Barbara, and Goleta. The County will serve as the contract administrator for the project

Name of Public Agency Approving Project: County of Santa Barbara

Name of Person or Agency Carrying Out Project: Public Works Transportation Division

Exempt Status: (Check one)

- ☐ Ministerial
- ☐ Statutory Exemption
- ☒ X Categorical Exemption 15301(c)
- ☐ Emergency Project
- ☐ Declared Emergency

Cite specific CEQA and/or CEQA Guideline Section: 15301(c) Existing Facilities – “...consists of the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing, including but not limited to:...(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), except where the activity will involve removal of a scenic resource including a stand of trees, a rock outcropping, or an historic building.

Reasons to support exemption findings: Consistent with this exemption, this proposed project involves an activity related to the repair and maintenance activities for an existing road facility. The project allows for a public safety activities designed to increase the safety of school children and pedestrian traffic crossing the roadway. Further, there are no unusual circumstances which would create a possibility that there would be a significant effect. Therefore, this project can be found to be categorically exempt from CEQA.

There is no substantial evidence that there are unusual circumstances (including future activities) resulting in (or which might reasonably result in) significant impacts which threaten the environment. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the State CEQA Guidelines are:

- (a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

CEQA Guidelines Section 15301 is a Class 1 exemption; therefore, this exception does not apply.

- (b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The project involves the repair and maintenance of an existing roadway to improve public safety. In addition, there are no other identified projects which would contribute to cumulative impacts. Therefore, this exception does not apply.

- (c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The project involves routine repair to maintain a safe roadway for the traveling public. The project will occur where no sensitive resources are located. Therefore, this exception does not apply.

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The project does not involve a scenic highway or a project which may result in damage to a scenic resource, removal of trees, rock outcropping or similar resource. Therefore, this exception does not apply.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

There are no hazardous wastes site locations in the residential roadway right of way. Therefore, this exception does not apply.

- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

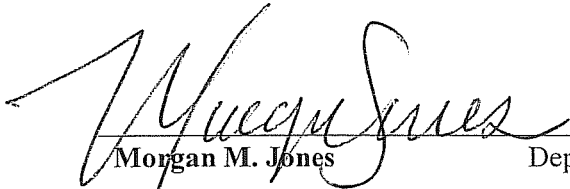
The roadways involved are not identified as a historical resource. Therefore, this exception does not apply.

Lead Agency Contact Person: Chris Sneddon, Deputy Director, Public Works-Transportation Division, Phone: (805) 568-3064

Department/Division Representative: Morgan M. Jones, Senior Engineering Environmental Planner,

Acceptance Date: **June 25, 2013**

Distribution: Hearing Support Staff for posting



Morgan M. Jones

Department Representative

June 14, 2013

Date

NOTE: A copy of this document must be posted with the County's Planning & Development Department at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Distribution: Date filed with Planning & Development _____

Distribution: Date Filed by County Clerk: _____

**MEASURE A
PROJECT COOPERATIVE AGREEMENT**

**For projects awarded to Santa Barbara County in Cycle 2 of the Measure A Bicycle and Pedestrian
and Safe Routes to School Programs**

This Cooperative Agreement ("Agreement") is made and entered into on June 20, 2013 by and between the County of Santa Barbara ("Sponsor") and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Santa Barbara County Local Transportation Authority ("Authority").

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement to coordinate the funding of transportation improvements in Santa Barbara County pursuant to the authority provided by the Road Repair, Traffic Relief and Transportation Safety Measure ("Measure A"), which was approved by the voters of Santa Barbara County on November 4, 2008; and

WHEREAS, the Sponsor has proposed that the Authority provide funding from the Measure A South Coast and North County Bicycle and Pedestrian and Safe Routes to School Programs specified herein ("Program") to Sponsor's projects for the particular transportation improvement project work specified herein ("Project"); and

WHEREAS, the Authority has determined that the Project is eligible as approved by the SBCAG Board on March 21, 2013 for Measure A funds; and

WHEREAS, the Authority is authorized to issue Measure A funds to Sponsor for eligible projects; and

WHEREAS, the Authority and Sponsor desire to have this Agreement serve as the Agreement for the Authority to provide Measure A funding to Sponsor for eligible projects proposed by Sponsor, provided that such funding has been authorized by the Board of the Authority.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follows:

AGREEMENT
SECTION I
Covenants of Sponsor

- 1.1 **Project Description.** The Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure A funds, and the anticipated timing for release of Measure A funds are specified in Attachments A through F to this Agreement. Sponsor shall be solely responsible for implementing and carrying out the Project.
- 1.2 **Change In Project Description.** Any change in the Project Description shall not be eligible for funding by Authority unless approved in writing by the Authority. Any portion of the Project implemented by Sponsor prior to Authority's written approval shall not be eligible for reimbursement and in no event will any change in scope result in the Authority reimbursing more than the amount awarded for the Project.
- 1.3 **Eligible Reimbursement Costs.** Eligible project costs are specified in Attachments or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.
- 1.4 **Measure A Percentage Share Defined.** Measure A funding is being provided by Authority to Sponsor for the Projects in Attachments A—F. The percentage share of Measure A funding shall be the Measure A Percentage shown in a project's respective attachment, and shall not exceed the total Measure A Amount shown in the same attachment. Each invoice submitted by Sponsor shall be reimbursed by Authority at this percentage up to the not to exceed total Measure A amount shown in the attachment. Sponsor matching funds shall be used to pay for the remainder of Project costs.
- 1.5 **Invoices and Progress Reports.** Sponsor shall submit semi-annual progress reports and invoices for work completed consistent with the Program guidelines as adopted by the SBCAG Board on May 19, 2011. These documents shall include the following specified information:
 - 1.5.a **Invoices.** The Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant as appropriate and any other backup documentation required to support direct and indirect costs for which a Sponsor submits an invoice.
 - 1.5.b **Progress Reports.** Progress reports shall include a brief description of the status of the Project including the work completed to date. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.
- 1.6 **Use of Funds.** The Sponsor shall use existing Measure A funds consistent with the Project description in Attachments to this Agreement or as approved by the Authority pursuant to Section 1.2.

- 1.7 Submittal of Documents. The Sponsor shall provide copies to the Authority of all executed contracts that relate to the Project scope as described in Attachments to this Agreement and Section 1.3 or approved by the Authority pursuant to Section 1.2. The Sponsor shall retain records pertaining to the Project for a five (5) year period following completion of the Project.
- 1.8 Completion of Project. Sponsor shall be responsible for meeting the timely use of funds deadlines in corresponding Attachments. Unused funds programmed to the project will be forfeited and be made available by the authority for programming to other projects in a special or subsequent funding cycle. Sponsor shall provide management of any consultant and contractor activities, including responsibility for schedule, timely use of funds, budget and oversight of the services, consistent with the scope of work. This provision shall apply in all instances, including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.
- 1.8.a Project Completion Report. Within 6 months of project completion, Sponsor shall provide a project completion report to Authority that includes final cost, revenues, and schedule of completed and future activities. For construction projects, pictures of the completed project must accompany the report. Whenever possible, pictures of the "before" project conditions should also be submitted. This Report shall accompany the final invoice for payment from Sponsor to provide notice of Agreement account closing by Authority. The Report shall meet all requirements set forth in the Authority's Program Guidelines.
- 1.9 Public Outreach. The Sponsor is responsible for development and administration of a public outreach effort to ensure public awareness and involvement in the Project development and delivery process. The Sponsor shall provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to the Authority. The public outreach plan must accompany the first invoice for payment from Sponsor. The materials documenting the public outreach activities must accompany the final invoice for payment from Sponsor.
- 1.10 Provision of Signs. Sponsor shall install signs consistent with the Authority's Project Signs Guidelines and Specifications as adopted by the SBCAG Board on August 18, 2011, or as appropriate.
- 1.11 Cost Savings and Excess Costs
- 1.11.a Cost Savings. After the Project has been accepted by the Sponsor and Authority as complete, any positive difference between the cost, as listed in Attachments to this Agreement or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall revert to the Measure A program for re-programming by the Authority on other eligible projects.
- 1.11.b Excess Costs. In the event the actual Project cost exceeds the estimate shown in Attachments to this Agreement, this amount will be considered an excess cost.

Sponsor is solely responsible for all costs over the amount identified in Section 1.3 and pursuant to Section 1.2.

- 1.11.c Reconciliation of Excess Costs. Excess project costs to complete a project are not eligible for reimbursement unless approved pursuant to Section 1.2. The amount of Measure A funds as identified in Section 1.3 are the maximum funds available for reimbursement to the Sponsor and cannot be increased unless agreed to by the Authority pursuant to Section 1.2. The Sponsor shall request an amendment if needed for this purpose in writing to the Authority. Such amended Agreement shall be effective only if signed and approved by the duly authorized representatives of both the Authority and Sponsor.
- 1.12 Errors and Omissions. The Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the project.
- 1.13 Sponsor agrees to furnish or cause to be furnished all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.
- 1.14 Sponsor may implement projects herein through private organizations and nonprofit entities as designated on the Attachment

SECTION II

Covenants of Authority

- 2.1 Reimbursement Payments. The Authority shall make reimbursement payments to the Sponsor or implementing party designated pursuant to Paragraph 1.14 for eligible project costs within 45 days of receipt of an invoice as specified in the Attachments to this Agreement, except where payment is subject to provisions of Paragraphs 2.1.a through 2.1.b.4.
 - 2.1.a Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.
 - 2.1.b Suspension of Reimbursement. If the Authority determines that any costs in an invoice are not allowable, or lacks supporting progress reports, the Authority shall return the invoice to the Sponsor with an invoice dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable for payment. The Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. The

Sponsor may also immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in this Section 2.1.

2.1.b.1 Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between Authority and Sponsor staff to discuss and attempt to resolve the dispute

2.1.b.2 Subregional Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's North or South County Subregional Committee, as appropriate. In this case reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.b.3 Authority's Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Subregional Committee then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.b.4 Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.2 Authority's Payment shall not constitute Waiver. Authority's failure to discover or object to any ineligible project cost or billing prior to payment shall not constitute a waiver of Authority's right to require Sponsor to correct such work or billings or seek any other legal remedy.

2.3 Right to Conduct Audit; Record Keeping. The Authority shall have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during the course of construction and up to a five (5) year period after completion of the Agreement. Sponsor shall keep and provide to Authority or its agents, upon request, accurate financial records (including invoices and published price lists on which this Agreement was based) necessary to enable Authority to review Sponsor's performance of this Agreement. These records shall demonstrate the funding has been used as described in the Project Description. Sponsor shall maintain all such records for at least five years after completion of the project.

SECTION III

Mutual Covenants

- 3.1 Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.
- 3.2 Discharge. This Agreement shall be subject to discharge as follows:
- 3.2.a Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.
- 3.2.b Discharge Upon Completion of Projects. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Projects as certified by the Authority.
- 3.3 Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of the Authority and the Sponsor:
- 3.3.a Sponsor shall defend, indemnify and save harmless the Authority, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Sponsor or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the Authority.
- 3.3.b Authority shall defend, indemnify and save harmless the Sponsor, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Authority or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the Sponsor.
- 3.4 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

AUTHORITY Santa Barbara County Association of Governments 260 North San Antonio Road, Suite B Santa Barbara, CA 93110	SPONSOR Santa Barbara County Public Works Transportation Division 123 E. Anapamu Street Santa Barbara, CA 93101
--	---

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

- 3.5 Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
- 3.6 Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 3.7 Amendment. This Agreement may not be changed, modified or rescinded except in writing and approved by both parties.
- 3.8 Non-Partnership. This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein. Sponsor and Sponsor's subcontractors shall perform all services under this Agreement as independent parties and not as employees, officers or agents of the Authority.
- 3.9 Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
- 3.10 Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
- 3.11 Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 3.12 Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
- 3.13 Survival. The following provisions in this Agreement shall survive discharge:
 - 3.13.a The Sponsor. As to the Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to the Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage the Project).

3.13.b The Authority. As to the Authority, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.13.c Both Parties. As to both parties, the following section shall survive discharge: Section 3.3. (mutual indemnities).

- 3.14 Limitation. All obligations of the Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure A. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the Project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated. Maintenance of records, right to audit, and indemnification shall survive. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.
- 3.15 Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- 3.16 Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.
- 3.17 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
- 3.18 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.
- 3.19 No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- 3.20 No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.
- 3.21 Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

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

SANTA BARBARA COUNTY:

SBCAG, acting as the SANTA BARBARA COUNTY
LOCAL TRANSPORTATION AUTHORITY:

By: _____
Salud Carbajal, Chairperson

By: _____
Roger Aceves, Chairperson

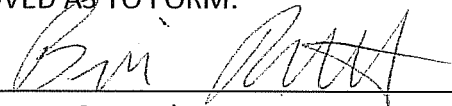
ATTEST:

ATTEST:

By: _____
Clerk of the Board

By: _____
James Kemp, Executive Director

APPROVED AS TO FORM:

By:  _____
County Counsel

By: _____
William M. Dillon
Senior Deputy County Counsel

By:  _____
Ray Aromatorio, Risk Manager

Attachments:

- Attachment A – Project Scope, Cost, Schedule and Funding Plan for Santa Claus Lane Class I Bike Path
- Attachment B – Project Scope, Cost, Schedule and Funding Plan for Santa Barbara County Pedestrian Master Plan
- Attachment C – Project Scope, Cost, Schedule and Funding Plan for Tatum Pathway Improvement Project
- Attachment D – Project Scope, Cost, Schedule and Funding Plan for Safe Routes to School (COAST)
- Attachment E – Project Scope, Cost, Schedule and Funding Plan for Adult Bicycle Education and Safety Outreach
- Attachment F – Project Scope, Cost, Schedule and Funding Plan for Youth Bicycle Education