



TO: Mayor and Councilmembers

FROM: Charles Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 1 to the Cooperative Agreement 2016-135 with Santa Barbara County Association of Governments for Cycle 3 Funding of the Measure A Bicycle and Pedestrian and Safe Routes to School Programs

RECOMMENDATION:

Approve and authorize the City Manager to enter into Amendment No. 1 to the Project Cooperative Agreement 2016-135 with Santa Barbara County Association of Governments for Cycle 3 Funding of the Measure A Bicycle and Pedestrian and Safe Routes to School Programs (Attachment 1) to modify the project listing and to increase the number of projects from four to five projects.

BACKGROUND:

On March 17, 2016, the Santa Barbara County Association of Governments (SBCAG) approved grant funding for five projects submitted by the City under the Cycle 3 of the Measure A Bicycle and Pedestrian and Safe Routes to School (SRTS) Programs.

On May 17, 2016, staff presented to Council the Measure A South Coast Regional Bicycle & Pedestrian Program, which included five funded projects as follows:

- Supplemental funding for Phase II of the Bicycle/Pedestrian Master Plan (9059)
- Installation of Rectangular Rapid Flashing Beacons (RRFBs) at school zone crosswalks along Cathedral Oaks Road (9088)
- Fairview Avenue sidewalk infill and bike lane addition near Stow Canyon (9060)
- Fairview Avenue at Calle Real and US 101 intersection sidewalk infill (9070)
- Mid-block Crossing on Calle Real near Encina Lane installation of Pedestrian Hybrid Beacon (PHB) and addition of refuge median (9087)

At this meeting, the City Council did not authorize moving forward with the Pedestrian Hybrid Beacon System at the Mid-block Crossing on Calle Real near Encina Lane project and, instead, directed staff to perform further analysis regarding the need and proposed location of the project and return to the City Council with a report and recommendation at a future date.

On October 18, 2016, the City Council authorized the Measure A Project Cooperative Agreement (2016-135) with the Santa Barbara County Association of Governments (SBCAG). The Cooperative Agreement excluded the Pedestrian Hybrid Beacon System at the Mid-block Crossing on Calle Real near Encina Lane Project (9087).

On November 17, 2016, the SBCAG Board authorized the Cooperative Agreement to facilitate providing Measure A grant funding for four projects, which included:

- Bicycle/Pedestrian Master Plan (9059)
- Fairview Avenue Sidewalk Infill & Bike Lane Project (9060)
- RRFB Improvements at School Crosswalks Project (9088)
- Mid-block Crossing on Calle Real near Encina Lane installation of Pedestrian Hybrid Beacon (PHB) and addition of refuge median (9087)

DISCUSSION:

An Amendment to the Cooperative Agreement is necessary to correct a discrepancy between the Cooperative Agreement approved by the City Council on October 18, 2016, and the Cooperative Agreement which was approved by the SBCAG Board on November 17, 2016.

The City Council staff report on October 18, 2016, listed the four grant funded projects without the Pedestrian Hybrid Beacon System at the Mid-block Crossing on Calle Real near Encina Lane Project. However, the Cooperative Agreement approved by the SBCAG Board inadvertently listed this project instead of the Fairview Avenue at Calle Real and 101 Intersection Sidewalk Infill Project as one of the approved projects. Therefore, staff is recommending this Amendment No. 1 (Attachment 1) to the SBCAG Measure A Cooperative Agreement to rectify the project list by adding in the Fairview at US 101 Project. Staff is also recommending to add the Mid-block Crossing on Calle Real near Encina Lane Project to the Cooperative Agreement as part of this amendment.

Fairview Avenue at Calle Real 101 Intersection Sidewalk Infill Project (9070): This project was awarded a Measure A grant based on the project being a sidewalk infill project. Recent studies in the project vicinity, such as those associated with the Bicycle and Pedestrian Master Plan project, have identified farther reaching bicycle and pedestrian circulation issues that staff has recognized cannot be addressed by this project alone. Staff is currently working with the contract City Traffic Engineer to explore additional new improvement projects which will take a more holistic look at addressing the overall bicycle and pedestrian facility inadequacies as well as traffic operations at the intersections within the project area. The additional potential new projects will be brought to the City Council separately at a future date for approval to move the project forward to design. In the meantime, staff recognizes the importance to preserve the Measure A funding which has been awarded to the sidewalk infill project and therefore is recommending to keep the project active in the Cooperative Agreement. The Amendment to the Cooperative Agreement will add the project back into the list of projects with SBCAG and will also extend the Timely Use of Funds deadlines. The new project sheet is included as Attachment E in Amendment No. 1 attached hereto.

Mid-block Crossing on Calle Real near Encina Lane Project (9087): This project was proposed in response to community concerns regarding pedestrian access and safety near the Calle Real Center. A Measure A grant was awarded to install a controlled mid-block crossing (originally identified as a PHB) approximately midway between the signal at Encina Lane and the existing midblock traffic signal west of Kingston Avenue. The City Council had questions and concerns regarding the project when the project was first brought to City Council in March 2016 for approval. The main concern revolved around whether the proposed location of the crossing was the most suitable for the crossing users' predicted destinations and whether or not pedestrian access facilities at these destinations. The City Council chose not to approve the project at the time and directed staff to conduct further analysis and to return to City Council to present the results of the studies and recommendations for the project. For this reason, the project was left out of the list of projects in the original Measure A Cooperative Agreement with SBCAG, with plans to add the project back into the Agreement via amendment at a future date if deemed appropriate. Staff and the contract traffic engineer are still collecting and analyzing the data for the proposed mid-block crosswalk project. The additional studies currently being conducted also include a user survey. So far results of this survey indicate overwhelming support for the project with the neighboring communities. The data collection and survey are still ongoing and once the data collection and analysis are complete for this project, staff will return to the City Council for direction. Currently the Timely Use of Funds deadline for the project design is set to expire on June 30, 2018. In order to preserve the Measure A funding for the project while the additional studies are completed, staff is requesting to add the project to the SBCAG Measure A Cooperative Agreement through this amendment. The Amendment will also extend the Timely Use of Funds deadline of an additional year to June 30, 2019. The time extension allows ample time to complete all additional studies and to return to Council at a future date with a full report summarizing the analysis and recommendations for the project.

This Amendment to the Cooperative Agreement will enable allocation of the grant funding to all five projects which received Measure A grants under the Cycle 3 of the Measure A Bicycle and Pedestrian and Safe Routes to School (SRTS) Programs as noted above.

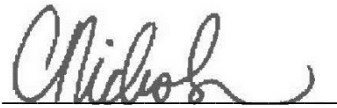
FISCAL IMPACTS:

There are no fiscal impacts associated with the Amendment. The Amendment to the Cooperative Agreement will add the project back into the list of projects with SBCAG and will also extend the Timely Use of Funds deadlines.

ALTERNATIVES:

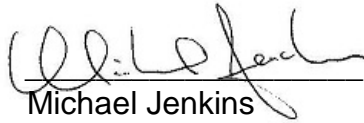
The Council may elect not to approve Amendment No. 1 to the Cooperative Agreement with Santa Barbara County Association of Governments for Cycle 3 Funding of the Measure A Bicycle and Pedestrian and Safe Routes to School Programs. Doing so would jeopardize current Measure A grant funding, while also impacting the City's opportunity to secure future grant funding.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement No 2016-135 SBCAG Measure A Coop Agreement
2. Measure A Cooperative Agreement Amendment No. 1 between City of Goleta and SBCAG

ATTACHMENT 1

Agreement No 2016-135 SBCAG Measure A Coop Agreement

**MEASURE A
PROJECT COOPERATIVE AGREEMENT**

For projects awarded to CITY OF GOLETA in Cycle 3 of the Measure A Bicycle and Pedestrian and Safe Routes to School Programs

This Cooperative Agreement ("Agreement") is Amended on October 18, 2016, by and between the CITY OF GOLETA ("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 17, 2016 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 E 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—E. 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 2.2.a.

- 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 billing 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.
 - 2.4 Records. 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 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 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 City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
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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 2.4 (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.

ATTEST:

By: TK/Clerk of the Board
Jim Kemp, Executive Director

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

By: Janet Wolf
Janet Wolf, Chairperson

APPROVED AS TO FORM:

By: William M. Dillon

William M. Dillon
Senior Deputy County Counsel

ATTEST:

By: Deborah S. Lopez
Deborah S. Lopez, City Clerk

CITY OF GOLETA

By: Jim Farr
Jim Farr, Mayor

APPROVED AS TO ADMINISTRATION:

By: Michelle Greene
Michelle Greene, City Manager

APPROVED AS TO FORM:

By: Tim W. Giles
Tim W. Giles, City Attorney

Attachments:

- Attachment A – Project Scope, Cost, Schedule and Funding Plan for the Bicycle/Pedestrian Master Plan
- Attachment B – Project Scope, Cost, Schedule and Funding Plan for the Mid-Block Crosswalk Controlled by a HAWK Signal in addition to a Refuge Median
- Attachment C – Project Scope, Cost, Schedule and Funding Plan for the Fairview Avenue Sidewalk Infill & Bike Lane Project
- Attachment D – Project Scope, Cost, Schedule and Funding Plan for the RRFB Improvements at School Crosswalks Project



ATTACHMENT A **PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN**



Measure A Project ID #: MSA-17-3-2

Project Sponsor: City of Goleta
Implemented by: City of Goleta
Project Name: Bicycle/Pedestrian Master Plan
Project Scope: Development and implementation of a bicycle and pedestrian master plan.
Project Location: Plan covers entire City of Goleta, as well as connecting portions of UC Santa Barbara, the County of Santa Barbara, and the City of Santa Barbara.
Project Contact: Rosemarie Gaglione
Project Payment: Payment made from SBCAG to City of Goleta
Funding Program: South Coast Regional Bicycle & Pedestrian Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Project Schedule		Timely Use of Funds Deadline
							Start	Finish	
Plans & Studies	Bicycle/Pedestrian Master Plans/Studies (including surveys, counts)	\$320,660	\$73,350	23%	\$247,310	77%	July 2016	January 2017	6/30/2018
Totals:		\$320,660	\$73,350		\$247,310				



ATTACHMENT B
PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Measure A Project ID #: MSA-17-3-8

Project Sponsor: City of Goleta

Implemented by: City of Goleta

Project Name: Mid-Block Crosswalk Controlled by a HAWK Signal in addition to a Refuge Median

Project Scope: Crossing across Calle Real from 500' E of Encina Lane. Includes installation of a HAWK signal; marking of a pedestrian crosswalk across Calle Real with accessible curb ramps on both sides of the roadway; signal improvements and establishment of a consistent speed limit for both directions of travel; and construction of a center median to provide a refuge area for pedestrians.

Project Location: Across Calle Real at a distance of 500' to the east of Encina Lane.

Project Contact: Rosemarie Gaglione

Project Payment: Payment made from SBCAG to City of Goleta

Funding Program: South Coast Regional Bicycle & Pedestrian Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Project Schedule		Timely Use of Funds Deadline
							Start	Finish	
P&PD	Planning & Project Development	\$10,000	\$0	0%	\$10,000	100%	n/a	n/a	
PE	Environmental Clearance	\$5,000	\$0	0%	\$5,000	100%	n/a	n/a	
	PS&E	\$37,500	\$30,000	80%	\$7,500	20%	August 2016	December 2016	6/30/2018
Right of Way	n/a	\$0	\$0	0%	\$0	0%	n/a	n/a	
Construction	Construction Engineering	\$25,000	\$20,000	80%	\$5,000	20%	January 2017	September 2017	6/30/2019
	Construction	\$150,000	\$120,000	80%	\$30,000	20%	May 2017	September 2017	6/30/2019
Contingency	As needed	\$20,000	\$10,000	50%	\$10,000	50%	January 2017	September 2017	6/30/2019
Totals:		\$247,500	\$180,000		\$67,500				



ATTACHMENT C PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Measure A Project ID #: MSA-16-3-5

Project Sponsor: City of Goleta

Implemented by: City of Goleta

Project Name: Fairview Avenue Sidewalk Infill & Bike Lane Project

Project Scope: New sidewalk, curb and gutter on the east side of Fairview Avenue between Stow Canyon Road and a point 370' south of Stow Canyon Road; two ADA compliant curb ramps at the northeast and southeast corners of the Fairview/Stow Canyon Intersection; street light at the southeast corner of the Fairview/Stow Canyon intersection; improvements to signage and pavement and asphalt work.

Project Location: East side of Fairview Ave. south of Stow Canyon Road for a distance of 370'; school crosswalks and stop control on Stow Canyon Road at Fairview Ave.

Project Contact: Rosemarie Gaglione

Project Payment: Payment made from SBCAG to City of Goleta

Funding Program: South Coast Safe Routes to School Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Project Schedule		Timely Use of Funds Deadline
							Start	Finish	
P&PD	Planning & Project Development	\$8,000	\$0	0%	\$8,000	100%	n/a	n/a	
PE	Environmental Clearance	\$5,000	\$4,000	80%	\$1,000	20%	July 2016	December 2016	6/30/2018
	PS&E	\$15,000	\$12,000	80%	\$3,000	20%	July 2016	December 2016	6/30/2018
Right of Way	n/a	\$0	\$0	0%	\$0	0%	n/a	n/a	
Construction	Construction Engineering	\$12,500	\$10,000	80%	\$2,500	20%	January 2017	November 2017	6/30/2019
	Construction	\$80,000	\$64,000	80%	\$16,000	20%	January 2017	November 2017	6/30/2019
Contingency	As needed	\$12,000	\$6,000	50%	\$6,000	50%	January 2017	November 2017	6/30/2019
Totals:		\$132,500	\$96,000		\$36,500				



ATTACHMENT D **PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN**



Measure A Project ID #: MSA-16-3-6

Project Sponsor: City of Goleta

Implemented by: City of Goleta

Project Name: **RRFB Improvements at School Crosswalks Project**

Project Scope: Replace older yellow flashing beacons at two school crosswalk locations with Rectangular Rapid Flashing Beacons (RRFBs) and install new RRFBs at a third location. The two locations are along Cathedral Oaks Road at the intersections of Brandon Drive and Evergreen Drive. The new RRFB will be installed at Cathedral Oaks Road and Carlo Drive.

Project Location: Three locations: school crosswalk on Cathedral Oaks Road at Evergreen Drive; school crosswalk on Cathedral Oaks Road at Brandon Drive; school crosswalk on Cathedral Oaks Road at Carlo Drive.

Project Contact: Rosemarie Gaglione

Project Payment: Payment made from SBCAG to City of Goleta

Funding Program: South Coast Safe Routes to School Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Project Schedule		Timely Use of Funds Deadline
							Start	Finish	
P&PD	Planning & Project Development	\$4,000	\$0	0%	\$4,000	100%	August 2017	December 2017	6/30/2019
PE	Environmental Clearance	\$2,500	\$2,000	80%	\$500	20%	August 2017	December 2017	6/30/2019
	PS&E	\$23,300	\$18,640	80%	\$4,660	20%	August 2017	December 2017	6/30/2019
Right of Way	n/a	\$0	\$0	0%	\$0	0%	n/a	n/a	
Construction	Construction Engineering	\$43,600	\$34,880	80%	\$8,720	20%	January 2018	September 2018	6/30/2020
	Construction	\$290,700	\$232,560	80%	\$58,140	20%	January 2018	September 2018	6/30/2020
Contingency	As needed	\$40,410	\$28,808	71%	\$11,403	28%	January 2018	September 2018	6/30/2020
Totals:		\$404,510	\$316,888		\$87,423				

ATTACHMENT 2

Measure A Cooperative Agreement No 2016-135 Amendment No. 1 between City of
Goleta and SBCAG

**FIRST AMENDMENT TO
MEASURE A
PROJECT COOPERATIVE AGREEMENT
For projects awarded to CITY OF GOLETA in Cycle 3 of the Measure A Bicycle and Pedestrian and
Safe Routes to School Programs**

This First Amendment is entered into by and between the CITY OF GOLETA ("Sponsor") and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Santa Barbara County Local Transportation Authority ("Authority") and collectively referred to as "the Parties."

RECITALS

Whereas, on November 17, 2016, the parties entered into the Measure A Project Cooperative Agreement to facilitate Authority providing funds to Sponsor for eligible Measure A projects: and

Whereas, Attachment B of the Measure A Project Cooperative Agreement currently provides for funding for the project in Attachment B to be used by certain timelines;

Whereas, Sponsor requests that the timelines provided in Attachment B be modified to align with project development;

Whereas, the Measure A Project Cooperative Agreement inadvertently omitted a project, Fairview Avenue at Calle Real and 101 Intersection Sidewalk Infill, that was approved for funding in the demonstrated amounts by the South Coast Subregional Committee and the SBCAG Board on March 17, 2016;

Whereas, the parties desire to add the Fairview Avenue at Calle Real and 101 Intersection Sidewalk Infill to the Measure A Project Cooperative Agreement by adding an Attachment E;

Whereas, the Cooperative Agreement Section 3.7 Amendment requires both parties agree to change or modify the Cooperative Agreement in writing; and

Whereas, the parties desire to replace Attachment B and add Attachment E.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto hereby agree to amend the Cooperative Agreement through this First Amendment as follows:

1. Attachment B is attached hereto and incorporated by reference.
2. Attachment E is attached hereto and incorporated by reference.
3. **Ratifications.** The terms and provisions set forth in this First Amendment Shall modify and supersede all inconsistent terms and provisions set forth in the Cooperative Agreement. The terms and provisions of the Cooperative Agreement, except as

expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

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

ATTEST:

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

By: _____
Marje Kin, Executive Director

By: _____
Janet Wolf, Chairperson

APPROVED AS TO FORM:

By: _____

William M. Dillon
Senior Deputy County Counsel

ATTEST:

CITY OF GOLETA


By: _____
Deborah S. Lopez, City Clerk

By: _____
Paula Perotte, Mayor

APPROVED AS TO ADMINISTRATION:

By: _____
Michelle Greene, City Manager

APPROVED AS TO FORM:

By:  _____
Winnie Cai, Deputy City Attorney

Attachments:

Attachment B – Project Scope, Cost, Schedule and Funding Plan for the Mid-Block Crosswalk
Controlled by a HAWK Signal in addition to a Refuge Median Project

Attachment E - Project Scope, Cost, Schedule and Funding Plan for the Fairview Avenue at Calle
Real and 101 Intersection Sidewalk Infill & Bike Lane Project



ATTACHMENT B
PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Goleta

Measure A Project ID #: MSA-17-3-8

Implemented by: City of Goleta

Project Name: Mid-Block Crosswalk Controlled by a HAWK Signal in addition to a Refuge Median

Project Scope: Crossing across Calle Real from 500' E of Encina Lane. Includes installation of a HAWK signal; marking of a pedestrian crosswalk across Calle Real with accessible curb ramps on both sides of the roadway; signal improvements and establishment of a consistent speed limit for both directions of travel; and construction of a center median to provide a refuge area for pedestrians.

Project Location: Across Calle Real at a distance of 500' to the east of Encina Lane.

Project Contact: Teresa Lopes

Project Payment: Payment made from SBCAG to City of Goleta

Funding Program: South Coast Regional Bicycle & Pedestrian Program

							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	
P&PD	Planning & Project Development	\$10,000	\$0	0%	\$10,000	100%	n/a	n/a	
PE	Environmental Clearance	\$5,000	\$0	0%	\$5,000	100%	n/a	n/a	
	PS&E	\$37,500	\$30,000	80%	\$7,500	20%	May 2018	July 2018	6/30/2019
Right of Way	n/a	\$0	\$0	0%	\$0	0%	n/a	n/a	
Construction	Construction Engineering	\$25,000	\$20,000	80%	\$5,000	20%	July 2018	April 2019	6/30/2021
	Construction	\$150,000	\$120,000	80%	\$30,000	20%	October 2018	February 2019	6/30/2021
Contingency	As needed	\$20,000	\$10,000	50%	\$10,000	50%	July 2018	February 2019	6/30/2021

Totals: \$247,500 \$180,000 \$67,500



ATTACHMENT E
PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Goleta

Measure A Project ID #: MSA-17-3-9

Implemented by: City of Goleta

Project Name: Fairveiw Avenue at Calle Real and 101 Intersection Sidewalk Infill

Project Scope: Sidewalk infill with construction of 200' of sidewalk adjacent to Fairview Ave. along the westerly edge of roadway where Fairview intersects the NB 101 ramps.

Project Location: North side of the S. Fairview Ave. ramp west of the intersection of N. Fairview Ave. and the SB 101 ramps and south of the intersection of Calle Real and N. Fairview Ave.

Project Contact: Teresa Lopes

Project Payment: Payment made from SBCAG to City of Goleta

Funding Program: South Coast Regional Bicycle & Pedestrian Program

							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	
PE	Environmental Clearance	\$3,000	\$2,400	80%	\$600	20%	May 2018	July 2018	6/30/2019
	PS&E	\$13,500	\$10,800	80%	\$2,700	20%	May 2018	August 2018	6/30/2019
Right of Way	n/a	\$0	\$0	0%	\$0	0%	n/a	n/a	
Construction	Construction Engineering	\$11,000	\$8,800	80%	\$2,200	20%	December 2018	June 2019	6/30/2021
	Construction	\$50,000	\$40,000	80%	\$10,000	20%	December 2018	June 2019	6/30/2021
Contingency	As needed	\$5,000	\$4,000	80%	\$1,000	20%	December 2018	November 2019	6/30/2021
Totals:		\$82,500	\$66,000		\$16,500				