



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Measure A Project Cooperative Agreement – Cycle 4 Funding

RECOMMENDATION:

Approve and authorize the City Manager to enter into a Project Cooperative Agreement with Santa Barbara County Association of Governments (SBCAG) for five projects under Cycle 4 Funding of the Measure A Bicycle and Pedestrian and Safe Routes to School Programs.

BACKGROUND:

In 2008, Santa Barbara County voters approved Measure A, which established the Santa Barbara Transportation Improvement Program (Program.) Measure A funded the Program through a local one-half percent sales tax for a period of 30 years. Revenues generated by the tax increment are split between North and South areas of the County and are further divided up between various regional transportation projects and other local transportation programs identified in the adopted Measure A expenditure plan. Two such programs are the South Coast Regional Bicycle and Pedestrian program and the Safe Routes to School program. Funds from these programs are awarded on an as needed competitive basis based on the review and selection of grant applications.

In October 24, 2019, SBCAG announced a call for projects for Cycle 4 of the South Coast Regional Bicycle and Pedestrian program and the Safe Routes to School program grants with final applications due in February 2019.

Public Works brought a list of potential projects to be considered for Measure A application submittals to Council in November 2018. The list included the addition of five new projects to the Capital Improvement Program. On February 1, 2019, Public Works staff submitted a total of seven grant applications to the Santa Barbara County Association of Governments (SBCAG); four of the grant applications were to participate in the Measure A South Coast Regional Bicycle & Pedestrian (Bike and Ped) program and three of the grant applications were to participate in the Measure A South Coast Safe Routes to School (SRTS) program. One of the applications submitted for the South Coast Regional Bicycle and Pedestrian program was submitted in partnership with

Santa Barbara Metropolitan Transit District (MTD) and one application was sponsored on behalf of Traffic Solutions (a division of Santa Barbara County Association of Governments).

The applications were scored by the program scoring committee and the committee's recommendations were unanimously approved by the South Coast Sub Regional Committee on May 8, 2019. On May 16, 2019, the SBCAG Board approved the projects the South Coast Sub Regional Committee recommended for the fourth cycle of funding from the programs. Three of the City's grant applications for the Bike and Ped program and two of the City's grant applications for the SRTS program were approved for funding.

On June 20, 2019 the SBCAG Board approved and authorized the Chair to execute a Cooperative Agreement with the City of Goleta for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs to contribute \$1,366,166 in Measure A funding for the five projects selected for funding.

DISCUSSION:

To receive the funding and begin reimbursable work on the projects with Measure A Cycle 4 funds, the City must enter into a cooperative agreement with SBCAG as required in the Measure A ordinance. A cooperative agreement has been prepared and approved by the SBCAG Board and is presented for Council approval (Attachment 1).

The Cooperative Agreement specifies the amount of Measure A funding allocated to each project, the matching fund commitments, responsibilities for notifying the public that a project is Measure A funded (including Measure A funding construction signage), the liabilities and indemnifications for the project, and the timely use of funds deadlines. The Cycle 4 Cooperative Agreement format is similar to the one executed for the previous cycles (1 thru 3) of the Measure A grant programs and there are no substantial changes. The Cooperative Agreement was reviewed by the City Legal Department prior to approval by SBCAG. Public Works is requesting that Council approve and authorize the City Manager to enter into the Cooperative Agreement with SBCAG. Doing so will permit the five projects in the Bike and Ped and SRTS programs to move forward into the Conceptual Design, Environmental, Design, and eventually Construction phases to take place over the next 3-4 years.

Cooperative Agreement

The attached Cooperative Agreement covers the five City projects which were allocated funding by SBCAG. The City is the lead agency for the following projects:

- San Jose Creek Multipurpose Path – Middle Extent;
- Crosswalk at Calle Real/Fairview Center – Pedestrian Hybrid Beacon (PHB); and
- Hollister Class I Bike Path Lighting

The City is sponsoring the following projects for Cycle 4 which it will administer per the Cooperative Agreement:

- Cycle 4 CycleMAYnia (implemented by Traffic Solutions)
- Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements (implemented by MTD)

The project descriptions and proposed schedules for each project are included in Attachment 1.

The SBCAG funding recommendations are shown in Attachment 2, the SBCAG Staff Report dated June 20, 2019 regarding Measure A South Coast Bicycle and Pedestrian and Safe Routes to School programs.

FISCAL IMPACTS:

The table below summarizes the Measure A regional program funding approved for the City of Goleta projects.

South Coast Bicycle and Pedestrian Program	Project Cost	Measure A Grant	Local Match			
			Measure A Local	DIF	Sponsored Agency Funding	LRDP
San Jose Creek Multipurpose Path – Middle Extent	\$348,693	\$181,320	—	\$167,376	—	—
Storke Road/Hollister Ave Transit, Bike/Ped, and Median Improvements ⁽¹⁾	\$621,804	\$422,950	—	\$98,718	\$60,000 ⁽¹⁾	\$40,136
Cycle 4 CycleMAYnia ⁽²⁾	\$129,999	\$39,999	—	—	\$90,000 ⁽²⁾	—

South Coast Safe Routes to School Program	Project Cost	Measure A Grant	Local Match			
			Measure A Local	GTIP	Sponsored Agency Funding	LRDP
Hollister Class I Bike Path Lighting	\$589,440	\$424,397	\$165,043	-	-	-
Crosswalk at Calle Real/Fairview Center - PHB	\$350,000	\$297,500	\$52,500	-	-	-

(1) Matching funds provided by MTD

(2) Matching funds provided by Traffic Solutions

The combined total Measure A Grant funding approved for these projects is \$1,366,166. Allocated funds must be used for each project over a period of four years and are

allowed one six-month extension for the Preliminary Engineering phase (includes design, environmental and right-of-way) and one twelve-month extension for the Construction phase. The timely use of funds deadlines for each project are shown in Attachment 1. As with other grant programs, these funds will be reimbursed through SBCAG. Approval and execution of the Cooperative Agreement is required before reimbursable work can commence on the projects. The Program Guidelines for Measure A grant funding are shown in Attachment 3.

Measure A Grant funding for regional program grant projects represents a fixed amount that cannot be increased. Other funding sources, including the Measure A Local, Development Impact Fee (DIF), Long Range Development Plan (LRDP), and sponsored agency contributions, will be necessary to complete these projects. The FY 2019-20 and FY 2020-21 Capital Improvement Program (CIP) Budget includes appropriations for these projects.

ALTERNATIVES:

The next step in the process for delivery of the projects is to execute the Cooperative Agreement with SBCAG.

Council could elect not to authorize the City Manager to execute a Cooperative Agreement with SBCAG. This would jeopardize current project work items and could affect potential future grant funding opportunities.

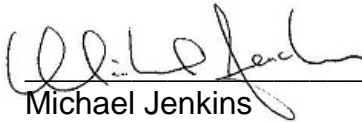
Reviewed By:

Legal Review By:

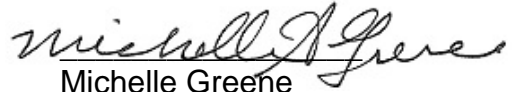
Approved By:



Kristine Schmidt
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Draft Cooperative Agreement between City of Goleta and SBCAG
2. SBCAG Funding Recommendations for South Coast Measure A Safe Routes to School, Bicycle and Pedestrian Programs Staff Report
3. Measure A Program Cycle 4 Guidelines

Attachment 1

**Measure A Cooperative Agreement for Projects Awarded to City of Goleta in
Cycle 4 of the Measure A South Coast Bicycle and Pedestrian and South Coast
Safe Routes to School Programs.**

MEASURE A
PROJECT COOPERATIVE AGREEMENT
For projects awarded to City of Goleta in Cycle 4 of the Measure A South Coast Bicycle and Pedestrian and South Coast Safe Routes to School Programs

This Cooperative Agreement ("Agreement") 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" or "SBCAG").

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 Regional Bicycle and Pedestrian program 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 June 20, 2019 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:

SECTION I
Covenants of Sponsor

The Sponsor shall:

- 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 attached to this Agreement and incorporated herein by reference. 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 unless subsequently approved by the Authority in writing, 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 through 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 October 18, 2018. 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.

1.8.b Timely Use of Funds Extension. In accordance with Authority’s Cycle 4 Program Guidelines Timely Use of Funds policy, Sponsor may request one extension of up to 12 months for plans and studies, up to 6 months for preliminary engineering, environmental, and design projects, and up to 18 months for construction projects. Extension requests will be presented to the South Coast Subregional Committee which will make recommendations to the SBCAG Board.

Authority may extend the deadline for timely use of funds no more than one time and only if it finds that an unforeseen and extraordinary circumstance beyond the control of the Sponsor has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstances and will in no event be for more than the duration described in the above paragraph and in Authority’s Cycle 4 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 or as approved 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 Division of Labor and Materials. 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 Implementation of Project. Sponsor may implement projects herein through private organizations and nonprofit entities as designated on the Attachment.

SECTION II **Covenants of Authority**

The Authority shall:

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 lack 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 South Coast 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 **General Covenants**

- 3.1 Term. The Sponsor shall commence performance in accordance the Cycle 4 Guidelines and the delivery schedule set forth in Attachments A through E. The Agreement shall remain in effect until June 30, 2024 unless discharged or terminated as provided in Section 3.2 or Section 3.14, or unless otherwise directed by SBCAG or unless earlier terminated.
- 3.2 Discharge. This Agreement shall be subject to discharge as follows:
- 3.2.a Termination. Termination of this Agreement may be made (1) upon 30-days written notice to the other party; or (2) 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. Sponsor agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. Sponsor's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.
- 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 3.4. All Other Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

- 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 be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- 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. (indemnity).
- 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. As applicable, the Cycle 4 Guidelines are incorporated herein by reference.
- 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.

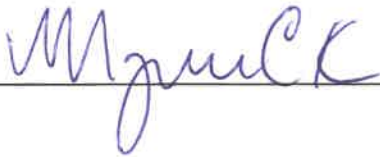
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

ATTEST:

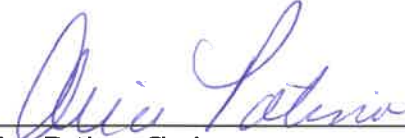
Marjie Kirn, Executive Director
Clerk of the Board

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

By: _____



By: _____


Alice Patino, Chair

ATTEST:

CITY OF GOLETA

By: _____

Deborah S Lopez, City Clerk

By: _____

Paula Perotte, Mayor

APPROVED AS TO ADMINISTRATION:

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____

Michelle Greene, City Manager

By: _____


Deputy County Counsel

Attachments:

- Attachment A– Project Scope, Cost, Schedule and Funding Plan for San Jose Creek Multipurpose Path – Middle Extent
- Attachment B– Project Scope, Cost, Schedule and Funding Plan for Crosswalks at Calle Real/Fairview Center - Pedestrian Hybrid Beacon (PHB)
- Attachment C– Project Scope, Cost, Schedule and Funding Plan for Hollister Class I Bike Path Lighting
- Attachment D– Project Scope, Cost, Schedule and Funding Plan for Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements
- Attachment E– Project Scope, Cost, Schedule and Funding Plan for Cycle 4 Cycle Maynia



ATTACHMENT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor:

City of Goleta

Measure A Project ID #: MSA-17-4-5

Project Name:

San Jose Creek Multipurpose Path – Middle Extent

Project Scope:

The San Jose Creek Multipurpose Path – Middle Extent Segment project will construct a Class I Multi-Use path adjacent to San Jose Creek, from Armitos Avenue to the northern boundary of Jonny D. Wallis Park in Old Town Goleta. The project will provide a safe accessible off-street pathway to connect Armitos Park and Jonny D. Wallis Park. The project proposes to complete approximately 450 feet of the overall San Jose Creek Multipurpose Bike Path.

Project Location:

Along west side of San Jose Creek from Armitos Avenue, by Armitos Park, to connect to Jonny D. Wallis Park at the corner of Hollister Avenue and Kellogg Avenue.

Project Contact:

Teresa Lopes

Project Payment:

Payment made from SBCAG to City of Goleta.

Funding Program:

South Coast Bicycle and Pedestrian Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Schedule		Timely Use of Funds Deadline
							Start	Finish	
Preliminary Engineering	PS&E	\$25,000	\$13,000	52%	\$12,000	48%	July 2019	June 2020	6/30/2021
Construction	Construction Engineering	\$45,000	\$23,400	52%	\$21,600	48%	July 2019	June 2020	6/30/2022
	Construction	\$253,358	\$131,746	52%	\$121,612	48%			
Contingency	As needed	\$25,335	\$13,174	52%	\$12,161	48%			
Total		\$348,693	\$181,320		\$167,373				



ATTACHMENT B

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor:

City of Goleta

Measure A Project ID #: MSA-17-4-15

Project Name:

Crosswalk at Calle Real/Fairview Center – Pedestrian Hybrid Beacon (PHB)

Project Scope:

The project will provide a crosswalk on Calle Real approximately 550 feet west of the Fairview Avenue intersection. A Pedestrian Hybrid Beacon (PHB) will be constructed to enhance pedestrian safety and improve visibility for pedestrians. The installation of a formalized crosswalk addresses existing pedestrian crossing patterns from the Fairview Avenue overcrossing on the south to destinations to the north including schools, services, and the Fairview Shopping Center. The project will include constructing PHB signals on poles with mast-arms, developing a power supply, and installing pedestrian push buttons, new crosswalk striping, and signage.

Project Location:

on Calle Real approximately 550 feet west of the intersection of Calle Real and Fairview Avenue near the Fairview Center.

Project Contact:

Teresa Lopes

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 %	Schedule		Timely Use of Funds Deadline
							Start	Finish	
PE	P&PD	\$6,880	\$5,848	85%	\$1,032	15%	July 2019	October 2019	6/30/2021
	Environmental Clearance	\$2,820	\$2,397	85%	\$423	15%	July 2019	February 2020	6/30/2021
	PS&E	\$47,600	\$40,460	85%	\$7,140	15%	July 2019	February 2020	6/30/2021
CON	Construction Engineering	\$37,600	\$31,960	85%	\$5,640	15%	June 2020	July 2021	6/30/2023
	Construction	\$229,000	\$194,650	85%	\$34,350	15%			
	Contingency	\$26,100	\$22,185	85%	\$3,915	15%			
Total		\$350,000	\$297,500		\$52,500				



ATTACHMENT C

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

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

Project Sponsor: City of Goleta

Project Name: Hollister Class I Bike Path Lighting

Project Scope: Install lighting along the recently constructed Class1/Multipurpose path located along the south side of Hollister Avenue from Pacific Oaks Road to the Ellwood Elementary School.

Project Location: Along the south side of Hollister Avenue, from Pacific Oaks Road to the Ellwood Elementary School

Project Contact: Teresa Lopes

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 %	Schedule		
							Start	Finish	Timely Use of Funds Deadline
PE	Environmental Clearance	\$3,140	\$2,261	72%	\$879	28%	July 2019	June 2020	6/30/2021
	PS&E	\$85,500	\$61,560	72%	\$23,940	28%	July 2019	June 2020	6/30/2021
RW	Engineering	\$3,200	\$2,304	72%	\$896	28%	July 2020	June 2021	6/30/2022
	Utility Coordination, Relocations, and Establish Service)	\$30,000	\$21,600	72%	\$8,400	28%	July 2020	June 2021	6/30/2022
Construction	Construction Engineering	\$71,600	\$51,552	72%	\$20,048	28%	August 2020	June 2021	6/30/2023
	Construction	\$360,000	\$259,200	72%	\$100,800	28%			
Contingency	As needed	\$36,000	\$25,920	72%	\$10,080	28%			
Total		\$589,440	\$424,397		\$165,043				



ATTACHMENT D

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Measure A Project ID #: MSA-17-4-7

Implementing Agency: Santa Barbara Metropolitan Transit District

Project Sponsor: City Goleta

Project Name: Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements

Project Scope: The Project will improve traffic conditions by re-designing and merging the two bus stops on Storke Road southbound into one and replacing the bus stop structures on Hollister Avenue eastbound. These changes will improve the circulation of public buses and other motorists, which will improve traffic conditions in and around the area. The Project will also include new bike lane striping along Storke Road and crosswalk improvements at the intersection which will increase bicyclist and pedestrian safety. The third component of the Project includes median adjustments and lane restriping along Storke Road.

Project Location: Near the Storke Road and Hollister Avenue intersection.

Project Contact: James Winslow

Project Payment: Payment made from SBCAG to City of Goleta upon SB MTD approval of invoice and submittal to SBCAG.

Funding Program: South Coast Bicycle and Pedestrian Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Schedule		
							Start	Finish	Timely Use of Funds Deadline
PE	P&PD	\$19,100	\$12,988	68%	\$6,112	32%	July 2019	June 2020	6/30/2021
	Environmental Clearance	\$9,100	\$6,188	68%	\$2,912	32%	July 2020	February 2021	6/30/2022
	PS&E	\$70,500	\$47,940	68%	\$22,560	32%	July 2020	February 2021	6/30/2022
	Engineering	\$19,800	\$13,464	68%	\$6,336	32%	July 2020	March 2021	6/30/2022
RW	Appraisals, Acquisitions, and Utilities	\$85,000	\$57,800	68%	\$27,200	32%	July 2020	March 2021	6/30/2022
	Construction Engineering	\$61,200	\$41,616	68%	\$19,584	32%	July 2021	June 2022	6/30/2024
	Construction	\$324,640	\$220,755	68%	\$43,885	14%			
	Contingency	\$32,464	\$22,199	68%	\$10,265	32%			
Total		\$621,804	\$422,950		\$138,854				

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:

Traffic Solutions

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

Project Sponsor

City of Goleta

Project Name:

Cycle 4 CycleMAYnia

Project Scope:

An estimated 35 to 40 CycleMAYnia rides, classes and events will be offered to kids, families, adults and employers, highlighting education, safety, competition, team building and commuting.

Project Location:

South Coast

Project Contact:

Kent Epperson

Project Payment:

Payment made from SBCAG to Traffic Solutions upon City of Goleta approval of invoice and submittal to SBCAG.

Funding Program:

South Coast Bicycle and Pedestrian Program

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Schedule		
							Start	Finish	Timely Use of Funds Deadline
Education/Awareness/Outreach		\$43,333	\$13,333	31%	\$30,000	69%	July 2019	June 2022	6/30/2023
Encouragement/Marketing		\$43,333	\$13,333	31%	\$30,000	69%	July 2019	June 2022	6/30/2023
Safety		\$43,333	\$13,333	31%	\$30,000	69%	July 2019	June 2022	6/30/2023
Total		\$129,999	\$39,999		\$90,000				

*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 2

SBACG Staff Report dated June 20, 2019 for approval of Cooperative Agreement with the City of Goleta for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs.

SBCAG STAFF REPORT

SUBJECT: Measure A South Coast Bicycle Pedestrian and Safe Routes to School Programs

MEETING DATE: June 20, 2019

AGENDA ITEM: 4J

STAFF CONTACT: Jacky Mata

RECOMMENDATION:

Upon adoption of Resolution 19-27:

1. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Santa Barbara for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs to contribute \$277,248 in Measure A funding, for three projects scheduled between July 2019 through June 2021;
2. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Goleta for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs to contribute \$1,366,166 in Measure A funding, for five projects scheduled between July 2019 through 2022;
3. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Carpinteria for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs to contribute \$85,938 in Measure A funding, for two projects scheduled between July 2019 through June 2020; and
4. Approve and authorize the Chair to execute a Cooperative Agreement with the County of Santa Barbara for Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs to contribute \$1,165,000 in Measure A funding, for seven projects scheduled between July 2019 through June 2022.

SUMMARY:

To begin reimbursable work on projects with Measure A Cycle 4 funds, SBCAG must enter into a cooperative agreements outlining responsibilities and obligations for the use of Measure A funds with all agencies awarded funds: the City of Santa Barbara, the City of Goleta, the City of Carpinteria, and the County of Santa Barbara. The proposed cooperative agreements cover seventeen projects approved by the SBCAG board for cycle 4.

DISCUSSION:

In May, the Board approved \$2.9 million in Measure A funding for 17 projects from Cycle 4 of the South Coast Measure A Bicycle & Pedestrian and Safe Routes to School programs.

Attachment A is a summary of the approved 17 projects. The next step in the process for delivering the projects is for SBCAG and each local agency to execute a cooperative agreement. The cooperative



agreements specify details such as the amount of Measure A funding allocated to each project, matching fund commitments, responsibilities for notifying the public that a project is Measure A funded (including Measure A construction signage), liabilities and indemnifications for the project, and timely use of funds deadlines. The Cycle 4 cooperative agreement format is similar to the one executed for Cycles 1-3; there are no substantial program changes.

The City of Santa Barbara

The attached Cooperative Agreement (Attachment B) describes and allocates funding for the City's projects. Cycle 4 projects in the Cooperative Agreement that the City is the lead agency for are:

- Castillo Street Undercrossing Bicycle and Pedestrian Facilities Improvements
- Santa Barbara Street and Yanonali Street Intersection Improvements
- La Cumbre Junior High Multiuse Path along Modoc Road Ultra-Safe Route to School

The Cooperative Agreement is scheduled for approval by the Santa Barbara City Council on July 16th. Approval of the Cooperative Agreement by both SBCAG and the City Council is required before reimbursable work can commence on the projects.

The City of Goleta

The attached Cooperative Agreement (Attachment C) describes and allocates funding for the City's projects. Cycle 4 projects in the Cooperative Agreement that the City is the lead agency for are:

- San Jose Creek Multipurpose Path – Middle Extent
- Crosswalk at Calle Real/Fairview Center – Pedestrian Hybrid Beacon (PHB)
- Hollister Class I Bike Path Lighting

The Cooperative Agreement is scheduled for approval by the Goleta City Council on June 18th. Approval of the Cooperative Agreement by both SBCAG and the City Council is required before reimbursable work can commence on the projects.

The City of Goleta is sponsoring the following projects for Cycle 4 which it will administer per the Cooperative Agreement:

- Cycle 4 CycleMAYnia (implemented by Traffic Solutions)
- Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements (implemented by Santa Barbara Metropolitan Transit District)

The City of Carpinteria

The attached Cooperative Agreement (Attachment D) describes and allocates funding for the City's projects. Cycle 4 projects in the Cooperative Agreement that the City is the lead agency for are:

- Bailard Avenue Street Improvements
- Linden Avenue and Dorrance Way Crossing Improvements Project

The Cooperative Agreement is scheduled for approval by the Carpinteria City Council on June 24th. Approval of the Cooperative Agreement by both SBCAG and the City Council is required before reimbursable work can commence on the projects.

The County of Santa Barbara

The attached Cooperative Agreement (Attachment E) describes and allocates funding for the County's projects. Cycle 4 projects in the Cooperative Agreement that the County is the lead agency for are:

- Obern Trail Pavement Maintenance Project
- Modoc Multi-Use Pathway Design
- CA Coastal Trail Erosion Repair
- Obern Trail Lighting Replacement Project

The County of Santa Barbara is sponsoring the following projects Cycle 4 which it will administer per the Cooperative Agreement:

- Adult Bicycle Education and Safety Outreach (implemented by the Santa Barbara Bicycle Coalition)
- Youth Bicycle Education Program (implemented by the Santa Barbara Bicycle Coalition)
- Safe Routes to School (implemented by COAST)

The Cooperative Agreement is scheduled for approval by the County Board of Supervisors by their July 16th meeting at the latest. Approval of the Cooperative Agreement by both SBCAG and the County of Santa Barbara is required before reimbursable work can commence on the projects.

The recommended actions are not a "project" within the meaning of California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines because they are the creation of a government funding mechanisms or other government fiscal activities.

COMMITTEE REVIEW: None.

ATTACHMENTS:

Attachment A – Cycle 4 Projects "At A Glance" Table

Attachment B – Measure A cooperative agreement with the City of Santa Barbara (web posting only)

Attachment C – Measure A cooperative agreement with the City of Goleta (web posting only)

Attachment D – Measure A cooperative agreement with the City of Carpinteria (web posting only)

Attachment E – Measure A cooperative agreement with the County of Santa Barbara (web posting only)

ATTACHMENT A

Measure A South Coast Regional Bicycle & Pedestrian and Safe Routes to School Programs Cycle 4 (FY 19/20 - FY 21/22)

Attachment A

	Program	Implementing Agency (and sponsor, if applicable)	Project Title/Description	Measure A Cycle 4 Funding
1	Bike & Ped	County of Santa Barbara	<i>Obern Trail Pavement Maintenance Project</i> - repave approximately 3 miles of deteriorated asphalt pavement on the Obern Trail. The project also includes repairing 1,000 square feet of significant damage caused by intrusive tree roots at various locations. New asphalt would then be applied to create a safe, all weather, level surface	\$200,000
2	Bike & Ped	County of Santa Barbara	<i>Modoc Multi-Use Pathway Design</i> - Complete preliminary project development and design, and environmental clearance for the Modoc Multi-Use Pathway. The project will construct 1.1 miles of Class 1 multi-use path for bicyclists and pedestrians of all ages and abilities.	\$80,000
3	Bike & Ped	County of Santa Barbara	<i>CA Coastal Trail Erosion Repair</i> - Repair severe erosion undermining the Channel Drive multi-use pathway (Coastal Trail) in the vicinity of Fairway Road.	\$85,938
4	Safe Routes	County of Santa Barbara	<i>Obern Trail Lighting Replacement Project</i> - The county proposes to replace approximately 55 aging and severely deteriorated high-pressure sodium pathway lights installed over 30 years ago along the Obern Trail.	\$170,000
5	Bike & Ped	City of Carpinteria	Bailard Avenue Street Improvements - construction of sidewalk infill, ADA facilities, curb, gutter and crosswalks along Bailard Avenue at the intersections with Carpinteria Avenue and Via Real adjacent to US 101 on- and off-ramps and the Carpinteria Bluffs Nature Preserve.	\$50,028
6	Bike & Ped	City of Carpinteria	<i>Linden Avenue and Dorrance Way Crossing Improvements Project</i> - constructing curb extensions and installing a crosswalk at Linden Avenue and Dorrance Way. This intersection is the only access point in the City over the UPRR crossing connecting the beach neighborhood and the downtown area.	\$35,910
7	Bike & Ped	City of Goleta	<i>San Jose Creek Multipurpose Path – Middle Extent</i> - construct a Class I Multi-Use path adjacent to San Jose Creek, from Armitos Avenue to the northern boundary of Jonny D. Wallis Park in Old Town Goleta.	\$181,320
8	Bike & Ped	City of Goleta	<i>Crosswalk at Calle Real/Fairview Center – Pedestrian Hybrid Beacon (PHB)</i> - provide a crosswalk on Calle Real approximately 550 feet west of the Fairview Avenue intersection. A Pedestrian Hybrid Beacon (PHB) will be constructed to enhance pedestrian safety and improve visibility for pedestrians.	\$297,500
9	Safe Routes	City of Goleta	<i>Hollister Class I Bike Path Lighting</i> - Install lighting along the recently constructed Class 1/Multipurpose path located along the south side of Hollister Avenue from Pacific Oaks Road to the Ellwood Elementary School.	\$424,397
10	Bike & Ped	Santa Barbara MTD (Sponsored by the City of Goleta)	<i>Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements</i> - re-designing and merging the two bus stops on Storke Road southbound into one and replacing the bus stop structures on Hollister Avenue eastbound.	\$422,950
11	Bike & Ped	City of Santa Barbara	Castillo Street Undercrossing Bicycle and Pedestrian Facility Improvements - facilitate preliminary design and public outreach to identify needed bicycle and pedestrian improvements to the Castillo Undercrossing approaches. These improvements may include buffered bike lanes, parkways and landscaping to provide sidewalk separation, the addition of lighting, or sidewalk infill and repair.	\$100,000
12	Bike & Ped	City of Santa Barbara	<i>Santa Barbara Street and Yanonali Street Intersection Improvements</i> - The project includes geometric and traffic control changes at Santa Barbara Street and Yanonali Street Intersection to improve traffic operations, site distance lines for motorist and bicyclists, and reduce pedestrian exposure in the roadway. Specifically, curb extensions, allway stop control, and improved intersection lighting will be installed.	\$127,203
13	Safe Routes	City of Santa Barbara	La Cumbre Junior High Multiuse Path along Modoc Road Ultra-Safe Route to School - The project includes conceptual design and public outreach for a multiuse path along the south side of Modoc Road between Las Positas Road and Mission Street.	\$50,225
14	Bike & Ped	Santa Barbara Bicycle Coalition (sponsored by County of Santa Barbara)	<i>Adult Bicycle Education and Safety Outreach</i> - Program to target south coast adult bicyclists who lack access to adequately functioning bicycles and/or adequate information asurrounding safe bicycling in traffic.	\$180,000
15	Safe Routes	Santa Barbara Bicycle Coalition (sponsored by County of Santa Barbara)	<i>Youth Bicycle Education Program</i> - Education program for grades 6-12 in bicycle riding skills, basic rules of the road and bike maintenance.	\$225,000
16	Safe Routes	COAST (sponsored by County of Santa Barbara)	<i>Safe Routes to School</i> - provides safe routes to school programming from Carpinteria to Goleta.	\$225,000
17	Bike & Ped	Traffic Solutions (sponsored by City of Goleta)	<i>CycleMAYnia</i> - project is comprised of an estimated 35 to 40 CycleMAYnia rides, classes and events will be offered to kids, families, adults and employers, highlighting education, safety, competition, team building and commuting.	\$40,000

\$2,895,471

Attachment 3

Cycle 4 of the South Coast Measure A Bicycle and Pedestrian and Safe Routes to School Programs Guidelines.



Measure A

South Coast Regional Bicycle and Pedestrian Program Guidelines



CYCLE 4

FY 19/20 – 21/22

Table of Contents

1. Measure A Overview	1
2. Program Description	1
3. Eligible Applicants	1
4. Role of the Santa Barbara County Association of Governments	1
5. Role of Scoring Committee	2
6. Call for Projects Frequency	2
7. Available Funding	2
8. Eligible Project Implementation Activities	3
9. Pre-Application	3
10. Application	4
11. Evaluation/Scoring Criteria	4
12. Consideration of Fairness and Equity	6
13. Timely Use of Funds	6
14. Cooperative Funding Agreement	7
15. Reimbursement Program	8
16. Progress Reports	8

1. Measure A Overview

Voter passage in November 2008 of the Road Repair, Traffic Relief and Transportation Safety Measure (referred to as Measure A), will provide approximately \$1.0 billion for transportation needs over 30 years within Santa Barbara County, from 2010-2040. The dedicated sales tax revenue generated will help leverage and match an estimated \$0.5 billion in state and federal funds. Measure A went into effect and revenues began to be collected on April 1, 2010. Funds will be spent in accordance with the Investment Plan that was part of the measure.

The Investment Plan calls for the North County and South Coast to each receive 43.3 percent of revenues, estimated at \$455 million in funding over 30 years, for high priority transportation projects and programs that advisory committees in each region have selected to address the current and future needs of that region.

Per California state law, it is the intent that the revenues provided from the Measure A sales tax program be used to supplement existing local revenues being used for the purposes set forth in the Investment Plan.

2. Program Description

Included in the South Coast subprogram is the Regional Bicycle and Pedestrian Program. The purpose of the Bicycle and Pedestrian Program is to fund projects that would expand and improve the South Coast's regional bicycle and pedestrian facilities network through a competitive grant process.

The Investment Plan requires that each jurisdiction spend a minimum percentage of their local street and transportation improvement funds on eligible alternative transportation projects. Any funding a jurisdiction receives from the Regional Bicycle and Pedestrian Program is separate from this requirement and cannot be used to meet these minimum alternative mode percentages.

3. Eligible Applicants

Eligible applicants include the cities of Carpinteria, Goleta and Santa Barbara and the County of Santa Barbara. School districts, universities, colleges, transit agencies, and Caltrans are eligible to compete for funding with a city or county sponsor.

A School district, university, college, transit agency or Caltrans may sign the application as an "applicant" with a local agency signature as sponsor. Entities other than those listed above, such as a non-profit organization, can coordinate with a local agency to submit an application, but may not sign the application as an "applicant." Sponsors must be declared at submittal of the pre-application using the "Measure A Sponsor Agreement" form (available at www.measurea.net). Projects that do not have a signed sponsor agreement form attached to their pre-application at the time of submittal will not be eligible for funding in Cycle 4.

4. Role of the Santa Barbara County Association of Governments

- a) SBCAG as the Local Transportation Authority (LTA) for Santa Barbara County is responsible for administering the Measure A sales tax program and the South Coast Regional Bicycle and Pedestrian Program. SBCAG staff, in coordination with the scoring committee, shall review and recommend applications for available funds to the South Coast Subregional Committee of the SBCAG Board. The Subregional Committee shall recommend projects for funding to the full SBCAG Board. Once projects are

approved for funding by the full board, staff will work with sponsors on delivering projects in a timely manner.

- b) Funds requested from the program will supplement, but not supplant local funds that have traditionally been used for safe routes to school, bicycle and pedestrian projects.
- c) After projects have been approved by the SBCAG Board, projects will be programmed in the Measure A Authority Program of Projects under the South Coast Authority Projects section.

5. Role of Scoring Committee

SBCAG will establish a scoring committee to evaluate and select projects recommended for funding. The Scoring Committee will be comprised of *one representative each* from: the Cities of Carpinteria, Santa Barbara, Goleta and the County of Santa Barbara; the Santa Barbara Bicycle Coalition; COAST; the Parent Teachers' Association; Santa Barbara MTD; Traffic Solutions; and Caltrans.

SBCAG staff will facilitate the scoring process and will provide programming recommendations on projects selected by the scoring committee. Projects will be proposed for funding based on priority ranking given by the Scoring Committee. The highest and lowest scores will not be used in the committee scoring process; remaining scores will be averaged. The scoring committee has the ability to redirect applications to the Safe Routes to School program instead of the Regional Bike and Pedestrian Program and vice versa, providing the project schedule, funding amounts and timeline remains the same. The Scoring Committee will recommend projects for funding to the South Coast Subregional Committee and the SBCAG Board.

6. Call for Projects Frequency

SBCAG shall conduct a call for projects covering three years (Fiscal Years [FY] 2019/20 to 2021/22) for cycle 4 of the South Coast Regional Bicycle and Pedestrian Program. There will be a call for projects approximately every three years.

7. Available Funding

- The Measure A program includes \$13 million for the South Coast Regional Bicycle and Pedestrian Program over the 30-year life of the Measure A program.
- The following are the estimated available amounts for Fiscal Years 2019/20 through 2021/22.

	FY 19/20	FY 20/21	FY 21/22
Annual	\$477,865	\$441,968	\$446,771
Interest	\$2,660	\$2,660	\$2,660
Cumulative Total	\$480,525	\$925,153	\$1,374,584

Program funding is available in or after the year it is programmed. Funding requests in a particular fiscal year should not exceed the amount of cumulative funding that is available for that fiscal year.

8. Eligible Project Implementation Activities

Project implementation activities that are eligible for reimbursement include:

Capital Projects

- Planning and project development
- Preliminary engineering
 - o Environmental clearance
 - o Preparation of Plans, Specifications and Estimate (PS&E)
- Right-of-way
 - o Engineering
 - o Appraisals and acquisition
 - o Utilities
- Construction
 - o Construction costs
 - o Construction engineering
 - o Construction management
- Maintenance

Plans & Studies

- Bicycle and Pedestrian Master Plans
- Studies (including surveys and counts)

Programs

- Education/Awareness/Outreach
- Encouragement/Marketing
- Safety programs

9. Pre-Application

Project sponsors must complete a pre-application for each project by a date to be announced by SBCAG. Pre-applications will be summarized by SBCAG and posted on the Measure A website. The purpose of the pre-application is to determine the amount of cycle 4 funding that may be requested compared to estimated revenues available and to determine if a project meets eligibility criteria. Using this information, prospective project sponsors may then make an informed decision about the likelihood of their project receiving funding, and decide whether to invest the time in completing a full project application. Entities that require a sponsor, such as a

college, nonprofit, or transit agency, must declare a sponsor at the time of pre-application submittal by attaching a signed sponsor agreement to the pre-application.

10. Application

Project sponsors must complete an application for each project by a date to be announced by SBCAG that will request information including (but not limited to) agency contact information, project or program scope, cost estimates, schedule, partner agencies, and matching funds. Applicants must request a finite amount of funding; no “continuum” of funding may be shown on applications; however, agencies may check the box inquiring their openness to a change in project scope if they would accept less than their requested amount.

The South Coast Subregional Committee of the SBCAG Board will approve the application prior to a call for projects. After a call for projects is made, applicants will have nine (9) to fourteen (14) weeks to prepare their application(s). A submittal deadline date will be cited when the call is announced.

Applicants or agencies requiring a co-sponsor may submit a maximum of four (4) applications. Co-sponsoring an application does not count towards this limit. No more than 30% of total Cycle 4 funding available may be requested in a single application.

11. Evaluation/Scoring Criteria

The Scoring Committee will evaluate applications according to the following criteria:

CAPITAL PROJECTS CRITERIA

1) Safety

- a) Project will improve safety of pedestrians and/or bicyclists. Priority will be given to projects/programs that directly address demonstrated safety needs.
- b) Project will create or increase the security of physical property for bicyclists, such as bike parking.

2) Demand

- a) Serves a high volume of existing pedestrians and/or bicycle riders, or creates the potential for a high volume of pedestrians and/or bicycle riders.

3) Access and Connectivity

- a) Priority to projects that provide or improve bikeway/pedestrian facility continuity to activity centers such as public buildings, transit facilities including bus stops, business districts, shopping centers, schools, etc.
- b) Priority to projects that provide interface with other modes of transportation.
- c) Priority to projects that eliminate a gap or overcome an obstacle in a bicycle or pedestrian facility, allowing more convenient and safer travel. This includes bicycle security.

4) Outside Funding

- a) Priority to project(s) that have secured funding from other sources, including, but not limited to, Measure A Local Streets and Transportation Improvement Funds, or will use Measure A funds to leverage other funding.

5) Local Support

- a) Project is in a locally or regionally adopted plan; or
- b) Community outreach has been or is being completed; or
- c) There is other demonstrated community support, such as a written Letter of Support.

6) Project Readiness & Schedule

Submitted projects will be ranked based on project readiness. Priority will be given to:

- a) Projects which are fully funded, if application is approved.
- b) Projects which have considered and, if needed, resolved any foreseeable implementation issues.

7) Trip Purpose

- a) Priority will be given to projects that serve primarily utilitarian trips, then to projects that are primarily used for recreational purposes.

PLANS & STUDIES CRITERIA

1) Plan Status and Study Significance

- a) Priority to jurisdictions with no bicycle or pedestrian plan, then to those with plans that are more than five years old, and thereafter to those with plans between three and five years old.
- b) Priority to studies that can be applied outside the jurisdiction completing the study and that can be shared with other jurisdictions.
- c) Priority to studies that have regional significance beyond their local benefits. Completion of study is advantageous to the regional network.

2) Outside Funding

- a) Priority to plan(s) that have secured funding from other sources, including, but not limited to Measure A Local Streets and Transportation Improvement Funds, or will use Measure A funds to leverage other funding.

PROGRAMS CRITERIA

1) Safety

- a) Priority to programs that focus on the safety of pedestrians and/or bicyclists.

- b) Project will create or increase the security of physical property for bicyclists, such as bike parking.
- 2) Demand
 - a) Priority to programs that serve a high number of South Coast residents.
- 3) Outside Funding
 - a) Priority to program(s) that have secured additional funds, including, but not limited to Measure A Local Streets and Transportation Improvement Funds, private donations and grants, in-kind donations, and volunteer hours.
- 4) Local Support
 - a) There is demonstrated community support for the program, such as a written Letter of Support; or
 - b) Project is in a locally or regionally adopted plan.
- 5) Effectiveness
 - a) Program (or similar programs) has been shown to be effective at encouraging bicycling and/or walking, or improving bicycle and/or pedestrian safety.
- 6) Implementation/Readiness
 - a) Priority to programs have considered and, if needed, resolved any foreseeable implementation issues, have partnering agencies (if any) that have fully coordinated on program implementation, and for which program details are substantially determined in order to allow quick implementation once funding is received.

12. Consideration of Fairness and Equity

It is the intent of this program to fund a variety of bicycle and pedestrian projects and programs throughout the South Coast. Prior to each funding cycle, SBCAG will review previously funded projects to determine if program funds are being distributed fairly and equitably throughout the region and between project types. The scoring committee will place a heavy emphasis on the quality of applications when scoring.

If not, appropriate methods to ensure a fair and equitable distribution of funds will be developed with the assistance of local agency staffs and other stakeholders and recommended to the Subregional Committee and full SBCAG Board for approval.

13. Timely Use of Funds

To ensure that all funded projects are delivered in a timely manner, project sponsors must follow timely use of funds requirements for projects. If project sponsors do not meet the timely use of funds requirements, then extensions may be requested at the recommendation of the South Coast Subregional Planning Committee and approval of the SBCAG Board.

The timely use of funds schedules are as follows:

Capital Projects

Preliminary Engineering, Environmental and Design Projects must begin in the fiscal year they are programmed and be completed by the end of the following fiscal year. Project sponsors will have the opportunity to request one extension of up to 6 months for preliminary engineering, environmental and design projects.

Construction Projects must begin in the fiscal year they are programmed and be completed by the end of the second fiscal year following the fiscal year in which the funds were programmed. Project sponsors will have the opportunity to request one extension of up to 18 months for construction projects.

Plans & Studies

Plans and studies must begin in the fiscal year they are programmed and be completed by the end of the following fiscal year. Project sponsors will have the opportunity to request one extension of up to 12 months.

Programs

Programs must begin in the fiscal year they are programmed and be completed by the end of the final program fiscal year. Project sponsors will have the opportunity to request one extension of up to 12 months.

Extensions

The SBCAG Board may extend the deadlines for timely use of funds no more than one time and only if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance and will in no event be for more than the duration of time listed above for each type of project or project phase.

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If the same project has been awarded funds in multiple cycles, the extension only applies to the current cycle funding is being billed against. In no circumstance will timely use of funds deadlines be retroactively or preemptively extended.

Any project or project phase granted an extension may not compete for additional funding for a subsequent phase until that project or project phase has been completed and funds are expended.

If any agency does not meet the timely use of funds requirements, then unused funds programmed to the project will be forfeited and be made available for programming in a special or subsequent funding cycle.

14. Cooperative Funding Agreement

Sponsors awarded funding will be required to sign a cooperative agreement with SBCAG for the project defining the scope, estimated cost, schedule for the project, progress reporting requirements, reimbursement process, timely use of funds deadlines, etc.

15. Reimbursement Program

It should be emphasized that the South Coast Regional Bicycle and Pedestrian Program is a reimbursement program. Awardees must use their own funds first and submit invoices to SBCAG for reimbursement according to the process described in the cooperative funding agreement. Every third invoice submitted must demonstrate that appropriate Measure A match percentages (in individual cooperative agreements) have been met.

16. Progress Reports

A progress report will be used to document completed activities for all funded projects. Semiannual progress reports must be submitted to SBCAG by January 15th and July 15th of each fiscal year for which funds are programmed until project or program completion in order for the project to remain eligible for reimbursement. Non-compliance will place the project on the inactive list. A project which remains on the inactive list for one year will forfeit its funds and the funds will be made available for programming in a special or subsequent funding cycle.

Project completion reports must also be submitted to SBCAG within 6 months after a project has been completed.



Measure A
South Coast Safe Routes to School
Program Guidelines



CYCLE 4
FY 19/20 – 21/22

Table of Contents

1. Measure A Overview	1
2. Program Description	1
3. Eligible Applicants	1
4. Role of the Santa Barbara County Association of Governments	1
5. Role of Scoring Committee	2
6. Call for Projects Frequency	2
7. Available Funding	2
8. Eligible Project Implementation Activities	3
9. Pre-Application	3
10. Application	3
11. Evaluation/Scoring Criteria	4
12. Consideration of Fairness and Equity	6
13. Timely Use of Funds	6
14. Cooperative Funding Agreement	7
15. Reimbursement Program	7
16. Progress Reports	8

1. Measure A Overview

Voter passage in November 2008 of the Road Repair, Traffic Relief and Transportation Safety Measure (referred to as Measure A), will provide approximately \$1.0 billion for transportation needs over 30 years within Santa Barbara County, from 2010-2040. The dedicated sales tax revenue generated will help leverage and match an estimated \$0.5 billion in state and federal funds. Measure A went into effect and revenues began to be collected on April 1, 2010. Funds will be spent in accordance with the Investment Plan that was part of the measure.

The Investment Plan calls for the North County and South Coast to each receive 43.3 percent of revenues, estimated at \$455 million in funding over 30 years, for high priority transportation projects and programs that advisory committees in each region have selected to address the current and future needs of that region.

Per California state law, it is the intent that the revenues provided from the Measure A sales tax program be used to supplement existing local revenues being used for the purposes set forth in the Investment Plan.

2. Program Description

Included in the South Coast subprogram is the Safe Routes to School Program. The purpose of the program is to fund projects through a competitive grant process that increase pedestrian and bicycle safety to, from and near schools on the South Coast.

The Investment Plan requires that each jurisdiction spend a minimum percentage of their local street and transportation improvement funds on eligible alternative transportation projects. Any funding a jurisdiction receives from the Safe Routes to School Program is separate from this requirement and cannot be used to meet these minimum alternative mode percentages.

3. Eligible Applicants

Eligible applicants include the cities of Carpinteria, Goleta and Santa Barbara and the County of Santa Barbara. School districts, universities, colleges, transit agencies, and Caltrans are eligible to compete for funding with a city or county co-sponsor.

A School district, university, college, transit agency or Caltrans may sign the application as an “applicant” with a local agency signature as co-sponsor. Entities other than those listed above, such as a non-profit organization, can coordinate with a local agency to submit an application, but may not sign the application as an “applicant.” Sponsors must be declared at submittal of the pre-application using the “Measure A Sponsor Agreement” form (available at www.measurea.net). Projects that do not have a signed sponsor agreement form attached to their pre-application at the time of submittal will not be eligible for funding in Cycle 4.

4. Role of the Santa Barbara County Association of Governments

- a) SBCAG as the Local Transportation Authority (LTA) for Santa Barbara County is responsible for administering the Measure A sales tax program and the South Coast Safe Routes to School Program. SBCAG staff, in coordination with the scoring committee, shall review and recommend applications for available funds to the South Coast Subregional Committee of the SBCAG Board. The Subregional Committee shall recommend projects for funding to the full SBCAG Board. Once projects are approved for funding by the full board, staff will work with sponsors on delivering projects in a timely manner.

- b) Funds requested from the program will supplement, not supplant, local funds that have traditionally been used for safe routes to school, bicycle and pedestrian projects.
- c) After projects have been approved by the SBCAG Board, projects will be programmed in the Measure A Authority Program of Projects under the South Coast Authority Projects section.

5. Role of Scoring Committee

SBCAG will establish a scoring committee to evaluate and select projects recommended for funding. The Scoring Committee will be comprised of one representative each from: the Cities of Carpinteria, Santa Barbara, Goleta and the County of Santa Barbara; the Santa Barbara Bicycle Coalition; COAST; the Parent Teachers' Association; Santa Barbara MTD; Caltrans; Traffic Solutions; and the County Office of Education.

SBCAG staff will facilitate the scoring process and will provide programming recommendations on projects selected by the scoring committee. Projects will be proposed for funding based on priority given by the Scoring Committee. The highest and lowest scores will not be used in the committee scoring process; remaining scores will be averaged. The scoring committee has the ability to redirect applications to the Regional Bicycle and Pedestrian Program instead of the Safe Routes to School Program and vice versa, providing the project schedule, funding amounts and timeline remains the same. The Scoring Committee will recommend projects for funding to the South Coast Subregional Committee and the SBCAG Board.

6. Call for Projects Frequency

SBCAG shall conduct a call for projects covering three years (Fiscal Years [FY] 2019/20 to 2021/22) for cycle 4 of the South Coast Safe Routes to School Program. There will be a call for projects approximately every three years.

7. Available Funding

- The Measure A program includes \$13 million for the South Coast Safe Routes to School Program over the 30-year life of the Measure A program.
- The following are the estimated available amounts for Fiscal Years 2019/20 through 2021/22.

	FY 19/20	FY 20/21	FY 21/22
Annual	\$477,865	\$441,968	\$446,771
Interest	\$2,660	\$2,660	\$2,660
Cumulative Total	\$480,525	\$925,153	\$1,374,584

Program funding is available in or after the year it is programmed. Funding requests in a particular fiscal year should not exceed the amount of cumulative funding that is available for that fiscal year.

8. Eligible Project Implementation Activities

Project implementation activities that are eligible for reimbursement include:

Capital Projects

- Planning and project development
- Preliminary engineering
 - o Environmental clearance
 - o Preparation of Plans, Specifications and Estimate (PS&E)
- Right-of-way
 - o Engineering
 - o Appraisals and acquisition
 - o Utilities
- Construction
 - o Construction costs
 - o Construction engineering
 - o Construction management
- Maintenance

Plans & Studies

- Safe Routes to School Plans
- Studies (including surveys and counts)

Programs

- Education/Awareness/Outreach
- Encouragement/Marketing
- Safety programs

9. Pre-Application

Project sponsors must complete a pre-application for each project by a date to be announced by SBCAG. Pre-applications will be summarized by SBCAG and posted on the Measure A website. The purpose of the pre-application is to determine the amount of cycle 4 funding that may be requested compared to estimated revenues available and to determine if a project meets eligibility criteria. Using this information, prospective project sponsors may then make an informed decision about the likelihood of their project receiving funding, and decide whether to

invest the time in completing a full project application. Entities that require a sponsor, such as a college, nonprofit, or transit agency, must declare a sponsor at the time of pre-application submittal by attaching a signed sponsor agreement to the pre-application.

10. Application

Project sponsors must complete an application for each project by a date to be announced by SBCAG that will request information including but not limited to agency contact information, project or program scope, cost estimates, schedule, partner agencies, and matching funds. Applicants must request a finite amount of funding; no “continuums” of funding may be shown on applications; however, agencies may check the box inquiring their openness to a change in project scope if they would accept less than their requested amount.

The South Coast Subregional Committee of the SBCAG Board will approve the application prior to a call for projects. After a call for projects is made, applicants will have eleven (11) to fifteen (15) weeks to prepare their application(s). A submittal deadline date will be cited when the call is announced.

Applicants or agencies requiring a co-sponsor may submit a maximum of four (4) applications. Co-sponsoring an application does not count towards this limit. No more than 30% of total Cycle 4 funding available may be requested in a single application.

11. Evaluation/Scoring Criteria

Projects should, to the extent possible, take a comprehensive approach to Safe Routes to School, incorporating as many of the Federal Highway Administration’s “6 Es” as possible:

- Engineering - Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.
- Education - Teaching children about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- Enforcement - Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings , and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- Encouragement - Using events and activities to promote walking and bicycling.
- Evaluation - Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).
- Equity – Ensuring that Safe Routes to School initiatives are benefiting all demographic groups, with particular attention to ensuring safe, healthy, and fair outcomes for students with disabilities, low-income students, Native American students, students of color, female students, LGBTQ students, students whose families speak a language other than English, homeless students, and other demographic groups.

The Scoring Committee will evaluate applications according to the following criteria:

CAPITAL PROJECTS CRITERIA

1) Safety

- a) Project will improve safety of pedestrians and/or bicyclists. Priority will be given to projects/programs that directly address demonstrated safety needs.
- b) Project will create or increase the security of physical property for bicyclists, such as bike parking.

2) Demand

- a) Serves a high volume of existing pedestrians and/or bicycle riders, or creates the potential for a high volume of pedestrian and/or bicycle riders.
- b) Serves multiple school routes.

3) Access and Connectivity

- a) Priority to projects that provide interface with other modes of transportation.
- b) Priority to projects that eliminate a gap or overcome an obstacle in a bicycle or pedestrian facility, allowing more convenient and safer travel. This includes bicycle security.

4) Outside Funding

- a) Priority to project(s) that have secured funding from other sources, including, but not limited to, Measure A Local Streets and Transportation Improvement Funds, or will use Measure A funds to leverage other funding.

5) Local Support

- a) Project is in a locally or regionally adopted plan; or
- b) Community outreach has been or is being completed; or
- c) There is other demonstrated community support, such as a written Letter of Support.

6) Project Readiness & Schedule

Submitted projects will be ranked based on project readiness. Priority will be given to:

- a) Projects which are fully funded, if application is approved.
- b) Projects which have considered and, if needed, resolved any foreseeable implementation issues.

PLANS & STUDIES CRITERIA

1) Plan Status and Study Significance

- a) Priority to jurisdictions with no bicycle or pedestrian plan, then to those with plans that are more than five years old, and thereafter to those with plans between three and five years old.
- b) Priority to studies that can be applied outside the jurisdiction completing the study and that can be shared with other jurisdictions.
- c) Priority to studies that have regional significance beyond their local benefits. Completion of study is advantageous to the regional network.

2) Outside Funding

- a) Priority to plan(s) that have secured funding from other sources, including, but not limited to Measure A Local Streets and Transportation Improvement Funds, or will use Measure A funds to leverage other funding.

PROGRAMS CRITERIA

1) Safety

- a) Priority to programs that focus on the safety of pedestrians and/or bicyclists near schools.
- b) Project will create or increase the security of physical property for bicyclists, such as bike parking.

2) Demand

- a) Priority to programs that serve a high number of South Coast students.

3) Outside Funding

- a) Priority to program(s) that have secured additional funds, including, but not limited to Measure A Local Streets and Transportation Improvement Funds, private donations and grants, in-kind donations, and volunteer hours.

4) Local Support

- a) There is demonstrated community support for the program, such as a written Letter of Support.

5) Effectiveness

- a) Program (or similar programs) has been shown to be effective at encouraging bicycling and/or walking, or improving bicycle and/or pedestrian safety near schools.

6) Implementation/Readiness

- a) Priority to programs have considered and, if needed, resolved any foreseeable implementation issues, have partnering agencies (if any) that have fully coordinated on program implementation, and for which program details are substantially determined in order to allow quick implementation once funding is received.

12. Consideration of Fairness and Equity

It is the intent of this program to fund a variety of Safe Routes to School projects and programs throughout the South Coast. Prior to each funding cycle, SBCAG will review previously funded projects to determine if program funds are being distributed fairly and equitably throughout the region and between project types. The scoring committee will place a heavy emphasis on the quality of applications when scoring.

If not, appropriate methods to ensure a fair and equitable distribution of funds will be developed with the assistance of local agency staffs and other stakeholders and recommended to the Subregional Committee and full SBCAG Board for approval.

13. Timely Use of Funds

To ensure that all funded projects are delivered in a timely manner, project sponsors must follow timely use of funds requirements for projects. If project sponsors do not meet the timely use of funds requirements, then extensions may be requested at the recommendation of the South Coast Subregional Planning Committee and approval of the SBCAG Board.

The timely use of funds schedules are as follows:

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