

STAFF REPORT

SUBJECT: Measure A Cooperative Agreement

MEETING DATE: August 18, 2011

AGENDA ITEM: 7E

RECOMMENDATION: Adopt a policy requiring the execution of a cooperative agreement between SBCAG and local agencies for Measure A “Named” and Bicycle, Pedestrian and Safe Routes Projects.

STAFF CONTACT: Sarkes Khachek

SUMMARY:

A new feature of the Measure A program will be local agency delivery of named or “regional” projects that, under Measure D, were delivered by SBCAG or Caltrans. These high profile projects, which are typically only partly measure funded, bring with them a new level of responsibility for local agencies. The local lead agency and SBCAG should have in place a written cooperative agreement that addresses the roles of the agencies, liability and indemnification responsibilities, the manner and timing of reimbursement, project scope, cost, schedule and the funding plan, including matching funds, for the project or the component of the project that is the subject of the agreement. Requiring an agreement be executed, based on a template, will also ensure that a common set of “rules” is being used by SBCAG with each sponsor when there are cost overruns, cost savings, schedule delays, etc. An agreement should also be executed for Measure A bicycle, pedestrian and safe routes projects which have an additional requirement of timely use of funds deadlines. Having a written agreement approved by the policy boards of each agency will help ensure that projects are delivered in a timely and smooth manner. Staff is therefore recommending that the board adopt a policy of requiring that a project cooperative agreement be executed for named and bike, pedestrian and safe routes projects, based on the attached cooperative agreement template.

DISCUSSION:

In the Measure A Strategic Plan, local agencies will be the lead agency for a number of “named” projects such as the Buellton Circulation Improvements and the U.S. 101 McCoy Drive project. Under Measure D, these projects were referred to as Regional Projects. Local agency delivery of a named or regional project is new to the measure program in Santa Barbara County. Under Measure D, regional or named projects were delivered by SBCAG or Caltrans, and the roles and responsibilities for projects on the state highway system were the subject of a cooperative agreement signed by Caltrans and SBCAG.

When the Measure A named project is on the state highway system, Caltrans will continue to require a cooperative agreement with the responsible and involved parties. This typically includes the lead (local) agency and SBCAG as the funding agency. Caltrans has a standard, boilerplate cooperative agreement that they require the parties to sign. It specifies, among other things, the roles and responsibilities of the agencies, liability and indemnification responsibilities, the manner

Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

and timing of reimbursement, scope, cost, schedule and the funding plan, including matching funds, for the project or the component of the project that is the subject of the agreement. When feasible, a three-party Caltrans cooperative agreement, including SBCAG, could suffice as the Measure A named cooperative agreement and a separate cooperative agreement may not be necessary. The projects (and their program year) that would require a Caltrans cooperative agreement and may not require a separate SBCAG agreement are:

- Hwy 101 Goleta Overpass Improvement (FY 23/24)
- Hwy 101\135 Interchange (FY 30/31)
- Hwy 101 Betteravia Rd. (FY 31/31)
- Hwy 101 McCoy Dr. (FY 32/33)

The South Coast Commuter Rail project will require a cooperative agreement with the potential service operator, Metrolink, which we anticipate Metrolink will draft. Use of South Coast Transit Capital Program funds by MTD is defined by the Measure A Investment Plan and policies and protocols in the Measure A Strategic Plan. At this time a cooperative agreement is not considered necessary. The use of North and South Coast Interregional Transit funding for Clean Air and Coastal Express services is covered by MOUs with SMAT and VCTC, respectively.

For named Measure A projects that are off the state highway system or when the Caltrans cooperative agreement does not cover all issues pertinent to SBCAG and the local lead agency, staff is recommending that the board adopt a policy of requiring that a named project cooperative agreement be executed. The named projects that would for certain require a SBCAG cooperative agreement (and their program year) are:

- Buellton Circulation Improvements (FY 11/12)
- Guadalupe Circulation Improvements (FY 11/12)
- Carpinteria Circulation Improvements (FY 14/15)

The use of Measure A funds for named projects brings with it strict accountability and audit standards prescribed by the Measure A ordinance, under the watchful eye of the Citizens Oversight Committee. Maintaining the delivery schedule of named projects is also very important. The projects are carefully scheduled in the Strategic Plan so as to choreograph the use of Measure A and matching funds to deliver projects at the earliest possible opportunity. Projects that advance too soon, or are delayed, will impact other named projects in other jurisdictions in the program. The Measure A Investment Plan also prescribes a fixed amount of Measure A funding for each named project. That, along with the huge demands placed on matching funds by the Measure A program and local needs, will make it a challenge to fund cost overruns, and also underscores the importance of achieving cost savings wherever possible. Cost overruns, and cost savings returned to the program, will also affect the scope and schedule of other named projects in other jurisdictions.

When a named project enters the program year in the Strategic Plan, the local lead agency and SBCAG should have in place a written cooperative agreement that addresses how these and other issues are going to be addressed, as well as the roles and responsibilities of the respective agencies. This agreement will also ensure that a common set of "rules" is being used by SBCAG with each sponsor when there are cost overruns, cost savings, schedule delays, etc. Having a written agreement approved by the policy boards of each agency will ensure that there is a common understanding of each agency's role in carrying out the project.

A cooperative agreement will also be necessary for Measure A Safe Routes, Bicycle and Pedestrian projects to specify the roles of the sponsor and any co-sponsors, indicate matching funds, and put into writing for approval by SBCAG and the sponsor the timely use of funds deadlines that apply to the project which are required by program guidelines. During the

development of the Bike, Ped and Safe Routes programs, the stakeholder groups assisting SBCAG in developing the guidelines agreed that their respective policy boards would take an action to accept awarded funds by approving a cooperative agreement.

SBCAG staff has developed a cooperative agreement template for use on named projects and bike, ped and safe routes projects. The template, Attachment A, was submitted to TTAC in August for comment and has undergone a legal review by SBCAG counsel. At the time that a local lead agency and SBCAG are negotiating the cooperative agreement, the agency's legal counsel and staff will also be able to review the agreement and request modifications to the agreement. The first use of the template will be for the Buellton Circulation Improvements project (see Item #7F on the agenda).

COMMITTEE REVIEW:

TTAC reviewed the draft cooperative agreement template at its August 4th meeting and no changes were requested by the members.

RECOMMENDATION: Adopt a

Attachments: A. Measure A Named Project Cooperative Agreement Template

DRAFT TEMPLATE

MEASURE A PROJECT COOPERATIVE AGREEMENT FOR THE (*Phase of Project*) for the (____) PROJECT

This Cooperative Agreement ("Agreement") is made and entered into on _____ by and between the (*agency name*) ("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 for 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, Sponsor desires to receive funding from the Authority for the particular transportation improvement project work specified herein ("Project"); and

WHEREAS, the Project is eligible as the (*Phase of Project*) for the (*Project Title*) project in the Measure A Investment Plan; and

WHEREAS, the Authority is authorized to issue Measure A funds to Sponsor in the amount of 000% of the total eligible Project costs as estimated by the Sponsor in Exhibit "A" not to exceed \$0000000; and

WHEREAS, Authority shall issue Measure A reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with the previously approved reimbursement requests, exceed the lesser of \$00000 or 000% of the total Project costs as listed in Exhibit "A"; and

WHEREAS, any cost savings which result in less than \$00000 being spent on (*Phase*) will be retained by the Authority and may be re-programmed for other Measure A eligible projects;

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure A funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

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 Application. The complete 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 the application, which is attached as Exhibit "A," and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved in writing by the Authority. Changes in scope implemented prior to Authority approval will not be eligible for reimbursement and in no event will a change in scope result in the Authority reimbursing more than \$000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs are (Phase of Project) costs as specified in Exhibit "A" 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. For this Agreement, the combined existing Measure A percentage share of eligible Project costs shall be 000% of Project costs with the total not to exceed the lesser of \$000 or 100% of the total costs for Project costs listed in Exhibit "A".

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit monthly progress reports and invoices for activities conducted over the prior unbilled month. These documents will include the following specified information:

1.6.a. Invoices. Sponsor will provide the Authority with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.6.b. Progress Reports. The monthly progress reports will 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.

1.7. Use of Funds. Sponsor will use existing Measure A funds consistent with the Project scope of work described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit "A." Sponsor may submit extension requests and Authority will evaluate extension requests.

1.8. Submittal of Documents. Sponsor will provide copies to the Authority of all executed contracts which relate to the Project scope as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for a five (5) year period following completion of the Project.

1.9. Completion of Project. Sponsor will be responsible for the timely completion of the Project, including meeting any timely use of funds deadlines, if applicable, set forth in Exhibit "A" and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. When Sponsor is responsible for the construction management and oversight, any and all costs which exceed the lesser of \$0000000 or 000% of the total eligible Project costs, set forth in Exhibit "A" shall be the sole responsibility of Sponsor.

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.

1.9.a. Letter of Completion Sponsor will, within 45 days of the Project becoming operable, provide a letter of Project completion which includes final cost, revenues, and schedule of completed and future activities. This letter shall accompany the final invoice for payment from the Sponsor to provide notice of Agreement account closing by Authority.

1.10. Public Outreach Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the Project development and delivery process. Sponsor will 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 the Sponsor. The materials documenting the public outreach activities must accompany the final invoice for payment from the Sponsor.

1.11. Provision of Signs. Sponsor shall install signs consistent with the Authority's Project Signs Guidelines and Specifications set forth in Exhibit "B" of this Agreement, attached hereto and incorporated herein by this reference.

1.12. Cost Savings and Excess Costs

1.12.a. Cost Savings After the Project has been accepted by the Authority as complete, any positive difference between the cost, as listed in Exhibit "A" or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall be considered cost savings. 100% of the cost savings will be re-credited to the Measure A program for re-programming by the Authority on other eligible projects.

1.12.b. Excess Costs In the event the actual Project cost exceeds the estimate shown in Exhibit "A," this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.12c Reconciliation of Excess Costs Excess project costs to complete a project are not eligible for reimbursement. The amount of Measure A funds as identified in Section 1.5 are the 'maximum' funds available for reimbursement to the Sponsor and will not be exceeded by the Sponsor without an approved amendment to this agreement. 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 the Sponsor.

1.13. Errors and Omissions. 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.

SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for eligible Project costs as specified in Exhibit "A". To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible or the Reimbursement Request will be returned. Reimbursement requests should be accompanied by a cover letter stating the time period for which reimbursement is requested, name of the project, total amount requested and contact name and telephone number. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals. Invoices are deemed ineligible without the accompanying progress reports. The Authority reserves the right to stop reimbursement payments of invoices without progress reports.

2.1.b. Late Submittals If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority may provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount The amount of reimbursement payments to Sponsor shall be equivalent to 000% of eligible expenditures for each invoice submitted to the Authority as specified in Exhibit "A". The total reimbursement percentage share for this Agreement is the lesser of \$000,000 or 100% of the (Phase of Project) costs.

2.1.e. Suspension of Reimbursement If the Authority determines that any costs in an invoice are not allowable, or the lack of supporting progress reports, the Authority shall return the invoice to 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. Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. 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.e. (1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e. (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\South County Subregional Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e. (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.e. (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.

2.1.f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. 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.

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 3.15.

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 Project. Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. Sponsor shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. Authority shall fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Liability. As Authority is not the primary or responsible agency for carrying out the Project herein identified, the Authority is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall the Authority be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of Authority's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the project herein described.

3.5. 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
(Name\Address)
XXXXXXXXXXXXXXXXXX

SPONSOR
(Name\Address)
XXXXXXXXXXXXXXXXXX

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.

3.6. 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.

3.7. 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.

3.8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.9. Independent Agency Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of Sponsor.

3.10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. Survival. The following provisions in this Agreement shall survive discharge:

3.14.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.7 (obligation to apply funds to Project), Section 1.8 (obligation to provide copies and retain records), Section 1.9 (obligation to continue to manage Project).

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

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

3.15. Limitation. All obligations of 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 by mutual or joint consent. 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.

3.16. Attorneys' Fees. Should any litigation commence between the parties concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.17. 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.

3.18. 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.

3.19. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.20. 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.

3.21. 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.

3.22. 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.

3.23. 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.

AGENCY NAME

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

By: _____
(Name)
Manager

By: _____
(Name)
Chairperson

ATTEST:

ATTEST:

By: _____
(Name)
Clerk

By: _____
JAMES KEMP
Executive Director

APPROVED AS TO FORM:

By: _____
(Name)
Chief Assistant County Counsel

By: _____
Name
Attorney



EXHIBIT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name:

Project Contact:

PROJECT SCOPE

Responsible Agency: _____

Project Limits: _____

Project Phase:

- Phase 1 – Preliminary Engineering (Includes Preliminary Design/Engineering (PS&E) and Environmental
- Phase 2 – Right-of-Way Acquisition
- Phase 3 – Construction (Includes Project Construction & Construction Management)

Project Phase Scope:

Project Purpose:

Transportation Benefit:

Current Status:

PROJECT COST

Project Work Description	Cost



EXHIBIT A Continued

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name:

Project Contact:

PROJECT SCHEDULE

<u>Project Phase</u>	<u>Start</u>	<u>End</u>	<u>Timely Use of Funds Deadline (if applicable)</u>

PROJECT FUNDING PLAN

Fund Source	Fund Amount
Measure A Regional Funds	\$000
Fund Source B	\$000
Fund Source C	\$000
Total	\$000



EXHIBIT B

MEASURE A PROJECT SIGNS

The [sponsor agency] shall install X (x) Measure A project signs per measurements below that include the project title, Measure A logo, project completion date, project sponsor logo and Measure A website address.

The signs will be installed [insert location of installation]. The signs will be posted [insert duration of posting of signs]

Sign design and specification from Board adopted
Project Sign Guidelines and Specifications