



**SBCAG**

**OVERALL WORK PROGRAM AND  
BUDGET**

**FY 2023-2024**

**FINAL- April 2023  
Amendment 1 – August 2023  
Amendment 2 – November 2023  
Amendment 3- February 2024**

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Credit/Disclaimer Statement

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## INTRODUCTION

### Overview

The Santa Barbara County Association of Governments (SBCAG), in its capacity as the designated Metropolitan Planning Organization and Regional Transportation Planning Agency for Santa Barbara County, is responsible under federal and State law for developing transportation plans and programs for the region, and for doing so through a “continuing, cooperative, and comprehensive” planning process, carried out in cooperation with other State, regional and local agencies.

Each year, SBCAG prepares an Overall Work Program (OWP) describing the comprehensive planning activities proposed to be undertaken during the next fiscal year, either by SBCAG or other entities using State and federal planning funds. The document provides detailed information on each major activity, including a description of the work to be performed, the major products of the effort, key milestones, and funding information.

The OWP is designed to comply with federal planning regulations and guidance as well as metropolitan planning guidelines issued by the California Department of Transportation. The comprehensive program for FY 2023-24 is divided into five subcategories and further subdivided into individual Work Elements. The subcategories are:

1800 -- Program Administration  
2800 -- Comprehensive Planning and Analysis  
3800 -- Transportation Planning and Programming  
5800 -- Program Delivery/Services

The OWP serves three important objectives.

- First, by describing the comprehensive planning activities to be conducted by SBCAG, the OWP serves as a reference to be used by citizens, planners and elected officials throughout the year to understand SBCAG's objectives and how these will be met through the regional comprehensive planning process. As a public document, the OWP also provides an opportunity for an open review of the planning process by elected officials and the public at large.
- Second, the OWP is used as a management tool for the comprehensive planning program. The division of the program into subcategories and individual work elements facilitates program review and management throughout the year to ensure that the planned activities are accomplished both on time and within budget.
- Third, the OWP serves as documentation to support the various federal and State grants that finance the planning program. Following adoption of the OWP, SBCAG submits quarterly reports to state and federal agencies documenting progress in meeting the OWP objectives.

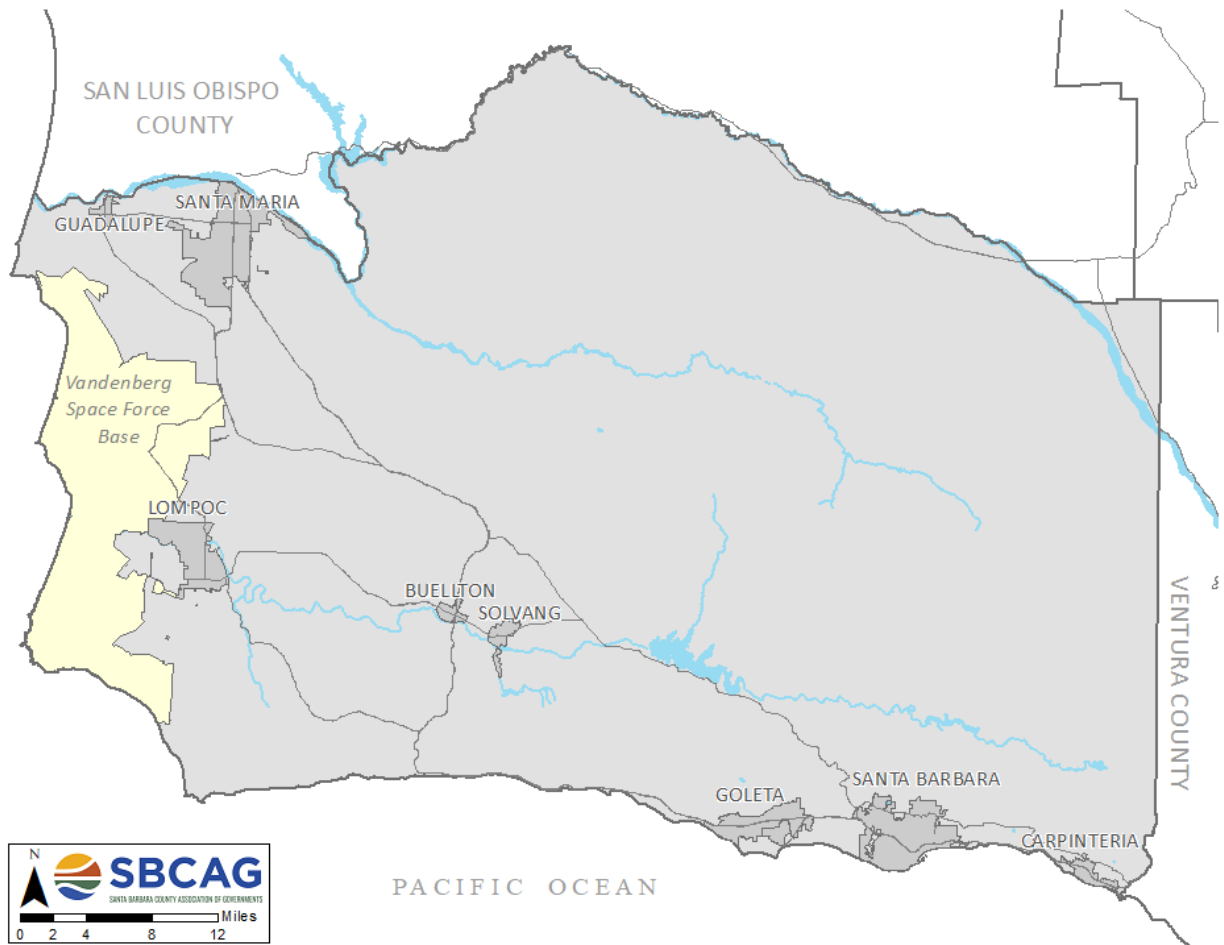
## **The Region**

Located on the Central Coast of California, Santa Barbara County encompasses 2,774 square miles and is approximately the size of the State of Delaware. The county is well defined and has unique characteristics that delineate its boundaries. The southern and western boundaries are the Pacific Ocean; the Santa Maria and Cuyama Rivers form the northern boundary; the eastern boundary is located in a rugged and sparsely populated mountain area. Included in Santa Barbara County are four islands that comprise Channel Islands National Park: Anacapa, Santa Cruz, Santa Rosa, and San Miguel.

According to the U.S. Census Bureau, the population of Santa Barbara County was 423,895 in 2010 and 448,229 in 2020. The county contains eight incorporated cities: Buellton, Carpinteria, Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria, and Solvang.

The Santa Ynez Band of Chumash Indians is a federally recognized tribal government located in the Santa Ynez Valley along State Route 246, just east of Solvang.

## **Santa Barbara County Region**



## **SBCAG Roles and Responsibilities**

SBCAG was established (originally as the Santa Barbara County-Cities Area Planning Council) on October 26, 1966 upon execution of a Joint Powers Agreement by the Cities of Carpinteria, Guadalupe, Lompoc, Santa Barbara, Santa Maria, and the County of Santa Barbara. Authority for creation of SBCAG is contained in Sections 65000 et seq. of the California Government Code. The Cities of Solvang, Buellton and Goleta joined SBCAG upon their incorporation in 1985, 1992 and 2002, respectively.

The Governing Board of SBCAG consists of the five members of the County Board of Supervisors plus one City Council representative from each of the eight cities within the county. Several members of the SBCAG Board are representatives of a transit service provider in addition to representing their respective cities. They included the directors from Santa Maria, Lompoc, and Solvang. Each of these cities provide transit service in their jurisdictions. Transit service in the southern area of the county is provided by the Santa Barbara Metropolitan Transit District which has two representatives on the South Coast Subregional Planning Committee and one representative on the SBCAG Board with the Mayor of Goleta.

SBCAG serves in a number of specific capacities for planning and programming purposes. These are described below.

**Area-wide Planning Organization (APO)** - SBCAG has been designated by the U.S. Department of Housing and Urban Development as the APO for Santa Barbara County. This designation carries with it the responsibility to comply with the comprehensive planning responsibilities of Section 701 of the Housing Act of 1954 and subsequent related legislation.

**Metropolitan Planning Organization (MPO)** - The U.S. Department of Transportation requires that the governor of each state designate an organization which will be responsible, with the state, for carrying out the metropolitan transportation planning provisions of 23 U.S.C. Section 134 for each urbanized area. SBCAG has been designated by the Governor as the MPO serving Santa Barbara County, including the Santa Barbara, Santa Maria, and Lompoc urbanized areas. Under State law established by SB 375, as the MPO, SBCAG is also responsible for preparing a Sustainable Communities Strategy element of the Regional Transportation Plan (Government Code Section 65080 et seq.), which is intended to reduce greenhouse gas emissions by strengthening the alignment of regional land use and transportation planning processes.

**Regional Transportation Planning Agency (RTPA)** - The Secretary of the California Business, Transportation and Housing Agency has designated SBCAG as the RTPA for Santa Barbara County. In this capacity, SBCAG is the agency responsible for the development of the Regional Transportation Plan and Regional Transportation Improvement Program, both of which are mandated by State statute. In addition, SBCAG is responsible for the annual allocation of funds from the Transportation Development Act to local jurisdictions and transit operators.

**Area-wide Clearinghouse** - SBCAG has been designated by the Governor's Office of Planning and Research as the Area-wide Clearinghouse for Santa Barbara County. As such, SBCAG coordinates the regional review and response to proposed programs for federal assistance and proposed federal development activities.

**Airport Land Use Commission (ALUC)** - As the ALUC for Santa Barbara County, SBCAG is responsible to carry out the provisions of Section 21670 of the Public Utilities Code. In this capacity, SBCAG has the authority to ensure that currently vacant lands in the vicinity of the county's airports are planned and zoned for uses compatible with the operation of each airport.

**Local Transportation Authority (LTA)** - As the LTA, SBCAG is responsible for the administration and implementation of the programs and projects financed by a local sales tax increase for transportation. Measure D, which was approved by the county voters in November 1989, initiated a ½-cent sales tax in 1990 and expired on March 31, 2010. SBCAG is also responsible for implementing Measure A, the successor to Measure D, approved by voters in 2008, which extends the existing county one-half cent sales tax until 2040. SBCAG is directly responsible for the development and delivery of transportation projects and the allocation, administration, and oversight of sales tax funding to local agencies.

**Service Authority for Freeway Emergencies (SAFE)** - In this capacity, SBCAG is responsible for implementing motorist aid systems, including the installation, operation, and maintenance of a system of roadside call boxes on State highways throughout Santa Barbara County. SBCAG also provides a Freeway Service Patrol on Highway 101, South Coast urbanized area during morning and evening peak travel periods.

**Council of Governments (COG)** - As the Council of Governments for Santa Barbara County, SBCAG is responsible for carrying out the Regional Housing Needs Allocation process prescribed in State housing law. (Government Code Section 65584 et seq.)

**Traffic Solutions** - SBCAG, through its Traffic Solutions program, administers a voluntary transportation demand management (TDM) program involving commuters and employers throughout Santa Barbara County. SBCAG also provides a county-wide rideshare matching and outreach program.

**Transportation Management Area (TMA)** - The Santa Barbara County area has been designated as a Transportation Management Area pursuant to the provisions of the federal transportation law, SAFETEA-LU, MAP-21, and its successor, the FAST Act. This designation imposes certain planning and programming responsibilities on SBCAG.

SBCAG Board meetings are held monthly, in addition to special workshops, alternating locations between Santa Barbara and Santa Maria. Meeting agendas and materials are published at least 3 days in advance on the web and e-mailed to interested persons. Meetings are held in convenient and accessible locations with remote testimony, TV coverage, press coverage, and a “Public Comment” item on the agenda. Note that due to the ongoing public health emergency, SBCAG Board meetings are temporarily being conducted in accordance with the latest State and County guidance.

Participation is provided to a broad range of private and public interests. Remote testimony is also available for SBCAG Board meetings, so meetings held in Santa Maria are accessible to those in the Santa Barbara area and vice versa.

### **Advisory Committees**

SBCAG currently has four, standing advisory committees that play a very active and important role in the comprehensive planning and implementation process. These committees are the Technical Planning Advisory Committee (TPAC), the Technical Transportation Advisory Committee (TTAC), the Santa Barbara County Transit Advisory Council (SBCTAC), and Measure A Citizens Advisory Committee. All advisory committee meetings are open to the public. TTAC and TPAC generally meet monthly in Solvang. SBCTAC also meets monthly in Buellton. The Measure A Committee meets as required. On occasion, all advisory committees meet in other areas of the County. Membership rosters are provided in Appendices B, C, D, and E.

Three of the committees are active in advising the SBCAG Board on regional planning and policy development issues. The Measure A Committee is focused solely on the implementation of the Measure A program. The remaining committees review and make policy recommendations on fiscal matters, fund allocations, special studies and planning documents for submittal to SBCAG.

In this way, policies, plans and programs are coordinated with the member agencies. The committees serve as technical advisors to the SBCAG Board in terms of participation in the planning process and serve as a communication link to all local governments and departments in the county. All four SBCAG advisory committees operate under the principles of the Brown Act and are duly noticed and open to the public.

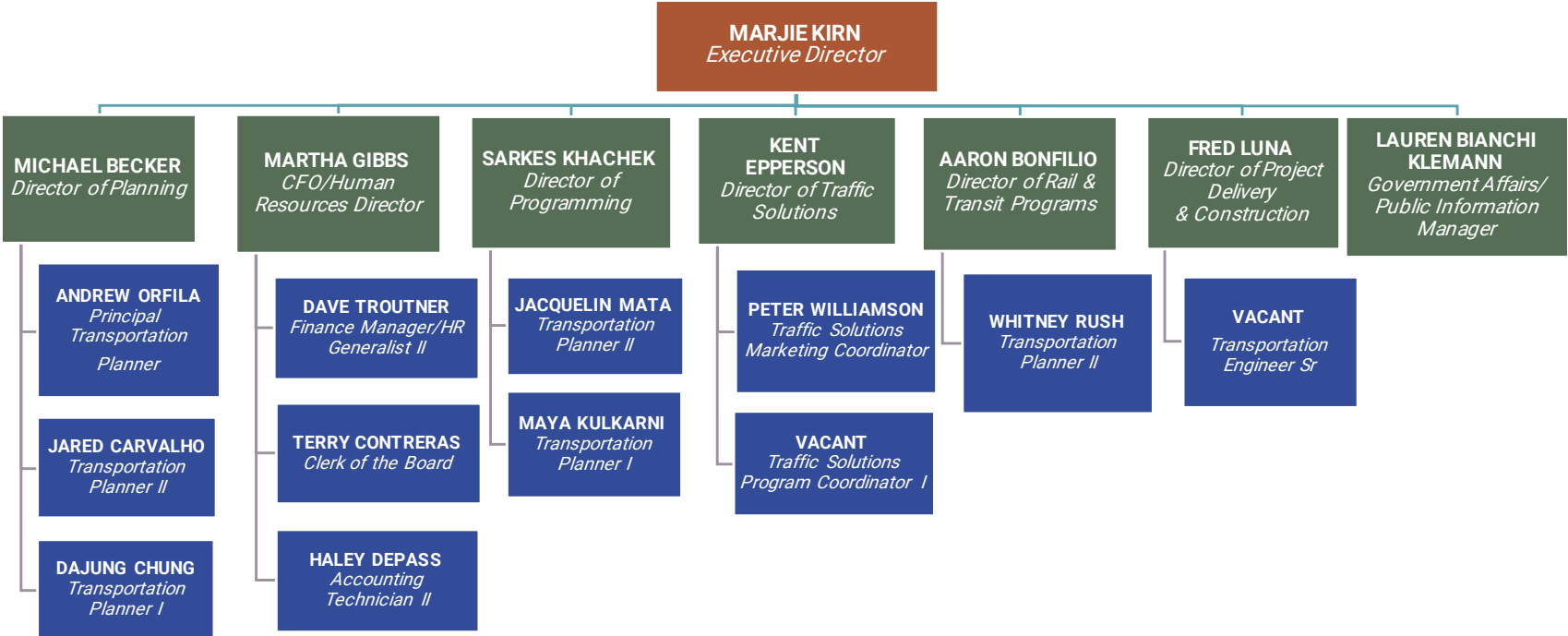
SBCAG also maintains two subcommittees of the Board of Directors, known as “Subregional Planning Committees,” one for the South Coast and the other for the North County. These committees were established in 1998 in recognition of the fact that many issues are unique to subregions within the county. The subregional committees allow for more focused discussion and consensus-building on these issues than is possible with the full Board. The committees advise the SBCAG Board on the policies and guidelines required to implement the North County and South Coast subregional programs specified in Measure A and make recommendations on projects to be funded from the Measure A subregional programs.

Note that due to the ongoing public health emergency, SBCAG advisory committee meetings are temporarily being conducted in accordance with the latest State and County guidance.



**Staff Organization Chart**

SBCAG currently has twenty authorized positions; positions are identified in the chart below.



**Planning Emphasis Areas**

The Federal Transit Administration and the Federal Highway Administration issued updated Planning Emphasis Areas in January 2022. The Planning Emphasis Areas are intended to be used by metropolitan planning organizations, state departments of transportation, transit agencies, and federal land management agencies in their Unified Planning Work Programs and State Planning and Research Work Programs. The current Planning Emphasis Areas include the following.

1. Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future
2. Equity and Justice<sup>40</sup> in Transportation Planning
3. Complete Streets
4. Public Involvement
5. Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
6. Federal Land Management Agency (FLMA) Coordination
7. Planning and Environment Linkages (PEL)
8. Data In Transportation Planning

The following table shows the Work Elements that implement the federal planning emphasis areas:

	Work Elements
1	1810, 1820, 1830, 1840, 2820, 2850, 2851, 2853, 3810, 3815, 3816, 3817, 3819, 3820, 3821, 3824, 3840, 3841, 3842, 3860, 3881, 3890, 5827, 5850
2	1810, 1820, 1830, 1840, 2820, 2853, 3810, 3816, 3817, 3819, 3820, 3821, 3824, 3870, 3881, 5850
3	1810, 1820, 1830, 1840, 2850, 2851, 2853, 3810, 3811, 3815, 3816, 3819, 3820, 3821, 3890, 5827
4	1810, 1820, 1830, 1840, 2820, 3810, 3811, 3815, 3816, 3819, 3820, 3821, 3824, 3840, 3870, 3890, 5827
5	1810, 1820, 1830, 3810, 3811, 3819, 3890, 5827
6	1810, 1820, 1830, 3810, 3890, 5827
7	1810, 1820, 3810, 3816, 3817, 3819, 3820, 3821, 3824, 3840, 3841, 3842, 3860, 3870, 3881, 3890
8	1810, 1820, 1830, 1840, 2820, 2850, 2851, 2853, 3810, 3811, 3815, 3816, 3817, 3819, 3821, 3860, 3870, 3890, 5850

SBCAG collaborates with Federal Land Management Agencies for relevant projects and will continue to do so. Coordination in recent years has involved the Los Padres National Forest and Vandenberg Space Force Base.

Santa Barbara County contains lands managed by the following federal agencies: Department of Defense; Bureau of Land Management; US Forest Service; US Fish and Wildlife; Bureau of Reclamation; and the Bureau of Indian Affairs. As appropriate, SBCAG will coordinate with the Federal Land Management Agencies on transportation planning projects of mutual interest.

**Performance-Based Planning and Programming**

The Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act and the Fixing America’s Surface Transportation (FAST) Act transformed the Federal-aid highway program by establishing new requirements for performance management. The Infrastructure Investment and Jobs Act (IIJA) continued to support performance management requirements. Performance management increases accountability and transparency and provides for a framework to support improved investment decision making through a focus on performance outcomes for key national transportation goals. Under Work Element 3860 staff will conduct research, identify, collect and develop Transportation Performance Management (TPM) measure analysis framework for future use as established under FAST Act. IIJA TPM measures framework will include but is not limited to, motorized and non-motorized safety performance, condition for highways, bridges, transit assets, and National Highway System (NHS) performance. NHS performance to include person-miles traveled, total emission reductions, travel time reliability and traffic congestions.

SBCAG uses the State adopted federal performance targets for Performance Measures (PM) 1, 2, 3 and report on the progress made on those targets in our region. Performance based planning activities in selecting projects is conducted as part of Work Element 3810. Regional decision making in project programming and allocation is conducted in Work Element 5827. SBCAG’s performance-based planning, programming process and performance management efforts are conducted throughout all SBCAG’s planning efforts.

TPM represents the opportunity to prioritize needs and align resources for optimizing system performance in a collaborative manner. TPM measures work supports activities such as the Regional Transportation Plan (RTP), Regional Travel Demand Model, the Regional Transportation Improvement Program and transit system planning. Implementing the TPM framework will improve infrastructure planning, performance measure tracking and evidence-based transportation system analysis. The TPM framework will also support Regional Models of Cooperation.

**Federal Planning Factors**

Metropolitan areas, under FAST Act/Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA), should incorporate 10 planning and strategy areas into the overall transportation planning process. The following table identifies each factor and notes the work elements supporting each.

<b>Planning Factors</b>	<b>Supporting Work Element(s)</b>
Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	1810, 1820, 2820, 2850, 2851, 2853, 3810, 3811, 3815, 3818, 3819, 3840, 3860, 3890, 5827, 5850
Increase the safety of the transportation system for motorized and non-motorized users.	2810, 2853, 3810, 3818, 3820, 3821, 3860
Increase the security of the transportation system for motorized and non-motorized users.	2853, 3810, 3818, 3820, 3821
Increase the accessibility and mobility options available to people and freight.	1840, 2850, 2853, 3810, 3811, 3815, 3820, 3821, 3824, 3825, 3860, 3890

Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency of transportation plans/programs with State and local planned growth and economic development patterns.	1820, 1840, 2851, 2853, 3810, 3819, 3821, 3824, 3825, 3881, 3890
Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.	2853, 3810, 3811, 3815, 3820, 3821
Promote efficient system management and operation.	3810, 3819, 3821, 3890
Emphasize the preservation of the existing transportation system.	3810, 3890
Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation.	3810, 3819
Enhance travel and tourism.	3810, 3890

**California Transportation Plan Recommendations**

The CTP 2050 sets the vision for transportation in the State of California. The plan, most recently adopted in 2021 includes a series of 14 recommendations. SBCAG, through its work identified in this Overall Work Program, seeks to support and locally implement the CTP 2050 recommendations.

<b>CTP 2050 Recommendations</b>	<b>Supporting Work Element(s)</b>
Expand access to safe and convenient active transportation options	1840, 2853, 3810, 3816, 3819, 3820, 3821, 5824, 5827
Improve transit, rail, and shared mobility options	1840, 2853, 3810, 3815, 3816, 3819, 3824, 3825, 3840, 3881, 3890, 5830, 5840, 5850
Expand access to jobs, goods, services, and education	1840, 2853, 3810, 3815, 3819, 3824, 3881, 5830, 5840, 5850
Advance transportation equity	1830, 2820, 3810, 3819, 3821, 3824, 3881
Enhance transportation system resiliency	3810, 3821, 5824
Enhance transportation safety and security	1820, 2810, 3810, 3821, 3890, 5824
Improve goods movement systems and infrastructure	3810, 3811
Advance zero-emissions vehicle (ZEV) technology and supportive infrastructure	3810, 3819
Manage the adoption of connected and autonomous vehicles	3810
Price roadways to improve the efficiency of auto travel	3810, 3819
Encourage efficient land use	3810, 3817, 3819
Expand protection of natural resources and ecosystems	1820, 3810, 3819
Strategically invest in state of good repair improvements	3810, 3860, 3890, 5824, 5850
Seek sustainable, long-term transportation funding mechanisms	1820, 3810, 3890, 5820

### **Regional Transportation Plan Implementation**

In August 2021, the SBCAG Board adopted Connected 2050, the updated RTP-SCS. Since the plan’s adoption, SBCAG has continued to work diligently to advance programmed transportation projects and seek funding for near-term planned transportation projects. SBCAG performs its work in an internally consistent manner; e.g., all work is aimed at implementing an aspect of the RTP-SCS.

### **Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA)**

SBCAG annually receives a formula share of SB 1 RMRA funds for planning projects that support the implementation of the region’s sustainable communities strategy, or for direct work on the region’s sustainable communities strategy. *For FY 23-24, SBCAG intends to employ its formula share of SB 1 RMRA planning funds to assess the ongoing applicability of legacy transportation projects and to begin preparations for the next SCS update cycle.*

#### List of SB 1 RMRA Projects (FY 23-24):

- Work Element 3819, Legacy project’s analysis, SCS outreach strategy development, SCS development schedule preparation, SCS Technical Methodology development
- Work Element 2851, Land Use Model Development – FY 21/22 carryover, expect completion early in FY 23/24.
- Work Element 2853, Understanding Regional Travel Patterns – FY 22/23 carryover, year 2/2

SBCAG Divisional Priorities for FY 23-24:

<b><i>Division</i></b>	<b><i>Priorities</i></b>
<b><i>Executive Planning</i></b>	<ul style="list-style-type: none"> <li>• Broadband Strategic Plan Implementation</li> <li>• Completion of land use model development</li> <li>• 2024 Unmet Transit Needs Process</li> <li>• Accessory Dwelling Unit Survey</li> <li>• Planner's Desk Reference</li> <li>• Completion of regional travel trends assessment</li> <li>• RTP project list analysis</li> <li>• Early phase of 2025 SCS development</li> </ul>
<b><i>Programming</i></b>	<ul style="list-style-type: none"> <li>• Submittal of competitive grant applications to California Transportation Commission to secure Senate Bill 1 (SB1) funding to complete the Santa Barbara Highway 101 Corridor</li> <li>• Support Local Partners with Local, State and Federal funds.</li> <li>• Approval of the 2023 Federal Transportation Improvement Program</li> <li>• Administer Measure A policies and programs.</li> <li>• Prepare update to Measure A Strategic Plan</li> <li>• Support Central Coast Coalition Efforts</li> <li>• Participate in CTC, CalCOG, RTPA and Self-Help Counties Coalition meetings and activities</li> </ul>
<b><i>Rail and Transit</i></b>	<ul style="list-style-type: none"> <li>• Reinstatement of peak hour Pacific Surfliner trip</li> <li>• Development of Regional Transit Facility</li> <li>• Update to Clean Air Express financial plan</li> <li>• Rebuilding Clean Air Express ridership</li> <li>• Coast Rail Improvements (dependent on TIRCP award)</li> </ul>
<b><i>Project Delivery</i></b>	<ul style="list-style-type: none"> <li>• Completing construction on Highway 166/Black Road Intersection</li> <li>• Enter cooperative agreement with Caltrans for project delivery and funding for Hwy 166/Hwy 1</li> <li>• Complete Highway 101: Summerland (4C)</li> <li>• Begin construction on Highway 101: Montecito (4D)</li> <li>• Begin construction on several Highway 101 parallel projects and complete construction of the roundabouts at Olive Mill and San Ysidro</li> </ul>
<b><i>Traffic Solutions</i></b>	<ul style="list-style-type: none"> <li>• Highway 101 Construction TDM Programs</li> <li>• Employer-Focused TDM and Commuter Benefits Outreach</li> <li>• Development of Employer Toolkit</li> <li>• Administration of SAFE Call Box and Freeway Service Patrol Programs</li> </ul>
<b><i>Public Information</i></b>	<ul style="list-style-type: none"> <li>• Prepare press releases, events, talking points, social media and other materials for public information in conjunction with planning, programming and project activities.</li> <li>• Develop SBCAG electronic newsletter to keep the public informed about upcoming projects and events.</li> <li>• Launch SBCAG Redesigned Website</li> </ul>
<b><i>Administration</i></b>	<ul style="list-style-type: none"> <li>• Continue transition to paperless processes.</li> <li>• Agenda management portal oversight</li> <li>• Annual Financial Audit &amp; Single Audit</li> <li>• Monitor OWP &amp; complete amendments as necessary.</li> <li>• Continue financial oversight</li> </ul>

## Caltrans Information Element

Caltrans District 5 has prepared an informational element that outlines the Department’s transportation planning activities for the next fiscal year. This information is presented below.

### Caltrans Informational Element FY 23-24

**Information Elements:** In accordance with the requirements of 23 CFR 450.314, the following is a list of planning activities for which transit agencies, cities, the County, and Caltrans are responsible for within the MPO metropolitan planning area.

Activity	Subregion	Activity Type	Responsible Caltrans Functional Unit	Funding Type	Due Date
CFMP, State Rail Plan, freight and rail planning documents	Districtwide	Document	System Planning	State/Federal	Ongoing
Corridor Studies, SB1, TCRs, ITSP, PIDS, PIRs, PSRs, PSSRs, TPSIS, planning guidance, and other planning documents	Districtwide	Document	Advanced Planning/ System Planning	State/Federal	Ongoing
Local Development Review (LDR) comment letters on proposed developments, programmed ITIP, SHOPP, Minor A & B Projects, CTIPS, SB 743 policy and other planning documents	Districtwide	Document	LDR, Programming	State/Federal	Ongoing
ITS, ITMS, CTIS & Complete Streets and streetscape plans	Districtwide	Plan	Advanced Planning/ System Planning	State/Federal	Ongoing
CTP, TCRs or TCR equivalent, DSMP, ITSP, Sustainable Community Strategies, project fact sheets and technical data spreadsheets.	Districtwide	Document	System Planning/Regional Planning/Travel Forecasting & Modeling	PL, SHA Sustainable, SB 1 Formula State/Federal	Ongoing
Sustainable Community Planning documents, Active Transportation Planning documents, and updated regional model.	Districtwide	Document	Regional Planning/ Travel Forecasting & Modeling	State/Federal	Ongoing
Transit capital improvement projects, short-range transit plans and other planning documents	Districtwide	Plans	System Planning	FTA 5303, 5304, 5307, 5310, 5311, 5311 (f), 5305 (Federal)	Ongoing
Review Unmet Transit Needs Report	Districtwide	Document	System Planning	State TDA	Ongoing
Participate on ITACS	Districtwide	Activity	Regional Planning	State/Federal	Monthly
Provide Caltrans Project Update Report for Board meetings	Districtwide	Document	Regional Planning	State/Federal	Monthly
Support Central Coast Coalition efforts and participate in coalition meetings	Districtwide	Activity	System Planning/Investment Planning	State/Federal	As needed
Oversee Sustainable Transportation Planning Grant Program Management and Administration	Districtwide	Document	Regional Planning/Sustainable Transportation Planning	State/Federal	Ongoing
Review and discuss STIP quarterly reports	Districtwide	Document	Regional Planning	State/Federal	Ongoing
Coordinate on Local Development Review	Districtwide	Activity	LDR	State/Federal	Ongoing
Participate in development of Adaption Planning studies and Sustainable Transportation Planning studies	Districtwide	Document	Regional Planning/Sustainable Transportation Planning/Climate Change	State/Federal	Ongoing
Support Tribal Government Coordination	Districtwide	Activity	Regional Planning / Tribal Coordination	State/Federal	Ongoing
Coordinate 3-year Work Plan meetings, provide Biannual PID package, Pre-PID evaluation service, project support and information update	Districtwide	Document	Advanced Planning	State/Federal	Ongoing
Coordinate on project programing: Programming ITIP, SHOPP, Minor A & B Projects, CTIPS.	Districtwide	Activity	Advanced Planning	State/Federal	Ongoing
Attend Vision Zero and County Safety Coalition Meetings as needed	Districtwide	Activity	Regional Planning / Traffic Safety	State/Federal	Ongoing
Districtwide Managed Lanes System Plan	Districtwide	Plan	System Planning	State/Federal	Ongoing
D5 Corridor Concept Re-evaluation Process	Districtwide	Plan	System Planning	State/Federal	Ongoing
D5 AT Plan and Complete Streets Prioritization & Implementation	Districtwide	Activity & Plan	Complete Streets Planning	State/Federal	Ongoing
D5 Adaption Plan Prioritization & Implementation	Districtwide	Activity	Climate Change Planning	State/Federal	Ongoing
OWP Management and Administration. Monitor SBCAG's OWP, review progress reports, review requests for reimbursement and amendments, and forward for processing	Districtwide	Activity	Regional Planning	State/Federal	Ongoing
Participate at South Coast and North County Sub-Regional Committee meetings	Santa Barbara County	Activity	Management / Regional Planning	State/Federal	As needed
Participate as a member of the North County and South Coast Measure "A" bike and pedestrian grant scoring committee	Santa Barbara County	Activity	Regional Planning	State/Federal	Ongoing
Participate in Measure A Strategic Plan implementation.	Santa Barbara County	Activity	Regional Planning / Advanced Planning	State/Federal	Ongoing
Investment Planning Coordination for overall investment planning needs and processes, including letters of support requests	Santa Barbara County	Activity	Reginal Planning	State/Federal	Ongoing





# **COMPREHENSIVE PLANNING PROGRAM**

# **Program Administration**

**WORK ELEMENT  
1810  
OVERALL WORK PROGRAM DEVELOPMENT AND MONITORING**

**Objective**

To manage, support, coordinate and implement the Overall Work Program in accordance with the requirements of the state and federal transportation planning and programming regulations.

**Previous and Ongoing Work**

This is a continuing activity of SBCAG. SBCAG adopts an Overall Work Program annually and amends it as needed.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Provide program and fiscal management on OWP. (Ongoing, daily)
2. Prepare quarterly progress and financial reports. (Quarterly- 7/23, 10/23, 1/24 & 4/24)
3. Collaborate with state and federal agencies on the development of the OWP as well as amendments, and progress reporting. (Ongoing, approximately once a month)
4. Develop, present and monitor annual OWP budget. (05/2024)
5. Administer adopted FY 2023-24 OWP. (Ongoing, daily)
6. Prepare and execute amendments to the OWP. (As needed, approximately five times per year)
7. Prepare 2024-25 Overall Work Program. (10/2023 - 02/2024).
8. Conduct administration of State and federal grants. (Ongoing, as required by each program)
9. Closeout FY 2022/23 Overall Work Program. (09/2023)
10. Coordinate the development of grant applications, including amending successful applications into the OWP. (06/2024)

**Products**

**Date**

Progress and financial reports -	Quarterly
Grant Applications	09/2023 & 03/2024
Draft 2024-25 OWP	03/2024
Final 2024-25 OWP	04/2024
Grant Closeout Reports (FY 2022/23)	09/2023
Grant Closeout Reports (FY 2023/24)	09/2024 (Future)

**Staff Time**                      7.0 person months

**Direct Cost**                      None

**Funding**

Total		FTA 5303	FTA 5303		SBCAG
Program	FTA 5303	21-22 Carryover	22-23 Carryover	TDA Planning	Non-Federal TDA
\$ 234,800	\$ 137,354	\$ 13,727	\$56,786	\$ 26,931.38	\$ 1.62

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
1820  
REGIONAL/SUBREGIONAL COORDINATION**

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**Objectives**

- To improve coordination among local jurisdictions and between adjoining counties on transportation and other issues of common concern.
- To provide leadership and staff support on special studies and efforts to resolve transportation planning issues of a regional, subregional, and interregional nature.
- Subregional committees provide a means to obtain public input and strategic direction on SBCAG transportation planning activities.
- Standing advisory committees (TTAC, TPAC, and Joint TAC) provide SBCAG with staff level input on issues that will be presented to the SBCAG Board.

**Previous and Ongoing Work**

This is a continuous activity of SBCAG. Prior activities include development of Regional Housing Needs Plan, coordination with local advisory boards and chambers of commerce, and the establishment of the South Coast and North County Subregional Planning Committees of the SBCAG Board. Periodic meetings have been held between the SBCAG Board members and members of the governing boards for SLOCOG, SCAG, VCTC and Santa Ynez Band of Chumash Indians.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Participate on regional coordinating committees to facilitate interregional planning issues affecting SBCAG (e.g., freight planning, interregional trips). (Monthly, as needed)
2. Liaison with local advisory boards and chambers of commerce on regional transportation issues. (Monthly, as needed)
3. Conduct and provide staff support to subregional planning committees of the SBCAG Board. (Monthly)
4. Conduct and provide staff support to SBCAG governing board, North County Subregional Planning Committee and South Coast Subregional Planning Committee. (Monthly)
5. Solicit public input and Planning Subcommittee direction on transportation planning and programming activities. (Monthly, as needed)
6. Monitor planning and development of major facilities, e.g., Vandenberg Air Force Base, University of California at Santa Barbara, by SBCAG staff review of public notices. (Monthly, as needed)
7. Coordinate with VCTC, SLOCOG, and SCAG on regional transportation planning and programming issues. (Monthly, as needed)
8. Review and comment on matters of regional interest such as UCSB Long Range Plan and EIR, VAFB Plans and Programs and LAFCO spheres of influence. (Monthly, as needed)
9. Conduct joint meetings of COG policy and technical boards as appropriate. (Yearly, as needed)
10. Conduct consultation and coordination with the Santa Ynez Band of Chumash Indians Tribal Government. (Monthly, as needed)

11. Hold monthly meetings of TTAC, TPAC and JTAC to solicit input from member agencies and formulate recommendations for SBCAG Board. (Monthly)
12. Continue partnership with Central Coast Coalition (comprised of SBCAG, SLOCOG, San Benito COG, Transportation Agency for Monterey County (TAMC), Santa Cruz County Regional Transportation Commission (SCCRTC) and AMBAG) to identify freight and mobility needs in the U.S. 101 corridor. (Monthly Meetings)
13. Attend regional conferences with staff and board members (biannually)
14. Participate in a Regional Freight Working Group to discuss freight-related priorities, issues, projects, and funding needs on the Central Coast. (biannually)

**Products**

Meeting minutes of subregional planning committees	Monthly
Meeting minutes of TTAC, TPAC and JPAC	Monthly
Meeting agendas and minutes of SBCAG Board & subregional Committees	Monthly
Meeting agendas of Central Coast Coalition	Monthly

**Date**

**Staff Time**                      17.5 person months

**Direct Cost**                      None

**Funding**

Total			SBCAG
Program	FHWA PL	TDA Planning	Non-Federal TDA
\$ 499,100	\$ 441,849	\$ 57,246.22	\$ 4.78

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
1830  
PUBLIC PARTICIPATION AND INFORMATION**

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**Objectives**

- To achieve early and continuous public involvement opportunities which provide timely information about all aspects of the federally mandated transportation planning and decision-making process.
- To provide timely notice and reasonable access to information about transportation issues and processes.
- Provide opportunities for meaningful public participation including adequate public notice of public participation activities and time for public review and comment at key decision points.

**Previous and Ongoing Work**

This is an ongoing and fundamental part of SBCAG's implementation and effectiveness of the work program. Previous 2022-2023 activities include work on the Website Replacement and Logo Redesign project to modernize the agency's identity, improve the experience and access to information by the public and partner organizations, and upgrade the overall safety and security of the website. Additional activities include public outreach efforts for the Regional Early Action Planning Grant, U.S. 101 Multimodal Corridor project, Broadband Strategic Plan, Unmet Transit Needs, and Airport Land Use Compatibility Plans. SBCAG also continues to engage the Measure A Citizens Oversight Committee on ongoing public outreach strategies associated with regional transportation priority projects. Ongoing efforts include continuing to work on the Website Replacement and Logo Redesign Project, Central Coast Zero Emissions Vehicle Strategy, Big Data Travel Trends Analysis project, and the Coordinated Public Transit-Human Services Transportation Plan. Overall, efforts include maintaining, expanding, and developing (as needed) SBCAG public outreach strategies including the public participation plan, website, social media accounts; and engagement with partner agencies, regional news media, elected officials, and community stakeholders.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Provide for early and continuous public input consistent with provisions of the Infrastructure Investment and Jobs Act and SBCAG's adopted Public Participation Plan. (Monthly)
2. Make public information available in electronically accessible format and means. (Weekly) (Contractor & Staff)
3. Develop and apply visualization techniques to describe transportation plans and programs. (Monthly, as needed)
4. Identify and reach out to low-income, minorities, people with disabilities and the elderly community representatives. (Monthly, in conjunction with planning and programming activities)
5. Conduct public outreach meetings and other activities to promote awareness of SBCAG and opportunities for public engagement. (Monthly, in conjunction with planning and programming activities)

6. Monitor the effectiveness of strategies for increasing public participation in federally funded transportation planning programs in compliance with Infrastructure Investment and Jobs Act planning regulations. (Monthly)
7. Produce video content that highlights SBCAG projects and programs for use online and public access television. (As needed for appropriate activities) (Contractor)
8. Promote SBCAG websites, activities, and services. (weekly)
9. Coordinate and consult with local agencies, transit providers, Caltrans District 5, Regional Planning Branch to insure local agency review of federally funded programs. (Monthly, as needed and as part of SBCAG advisory committee meetings)
10. Review options for improving information dissemination to traditionally underserved and underrepresented communities in compliance with federal Title VI and Environmental Justice requirements. Work with community-based organizations to facilitate outreach to meet the goals of this task. (Monthly, as needed)
11. Update, monitor, and evaluate DBE performance and establish annual DBE goals. (Yearly)
12. Adoption of SBCAG Public Participation Plan for compliance with the new Infrastructure Investment and Jobs Act. (FY 2023-2024)

**Products**

**Date**

SBCAG e-mail and public notices on Transportation – new updates	Monthly
Planning and Program Activities consistent with current projects	Monthly
Public hearing/workshop notices consistent with current projects	Bi-monthly

**Staff Time**                      4.0 person months

**Direct Cost**

Language Access	\$ 15,000
Advertising & Noticing	5,200
Graphic Design Services	5,000
Photography Services	5,500

**Funding**

Total		FTA 5303		TDA	SBCAG
Program	FTA 5303	21-22 Carryover	FHWA PL	Planning	Non-Federal TDA
\$ 147,400	\$ 91,476	\$ 3,171	\$ 35,845	\$ 16,906.63	\$ 1.37

Percent of Federal Funding: 88.53

**WORK ELEMENT  
1840  
TRANSPORTATION DEVELOPMENT ACT (TDA) ADMINISTRATION**

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**Objectives**

- To ensure that funds made available to claimants under the State TDA are provided on a timely basis and used effectively in compliance with all applicable statutes and regulations.
- To assess unmet transit needs.

**Previous and Ongoing Work**

- SBCAG, as the Regional Transportation Planning Agency for Santa Barbara County, has been responsible for TDA administration since it became law in 1971.
- New STA Claim Manual/Forms distributed to local agencies/claimants.
- Updated TDA Claim Manual in 2016 to address new SB 508 requirements.
- Completed FYs 2018/19– 2020/21 Triennial Performance Audits.
- Completed annual Transit Needs Assessment, most recently in February 2023.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Update and amend Transportation Development Act (TDA) claim manual to reflect statutory changes and as necessary. (A minimum of one time per year)
2. Conduct annual workshop and assist local agencies in preparing claims as necessary. (03/2024)
3. Apportion and allocate TDA funds in a manner consistent with State regulations, SBCAG policies, Resolution 90-1, Resolution 10-35 and local claims. (A minimum of one time per year)
4. Update STA Claim Manual to reflect statutory changes and as needed in order to assist local agencies in preparing TDA claim amendments. (A minimum of one time per year)
5. Complete annual fiscal and compliance audits for all claimants. (01/2024)(Contractor)
6. Monitor proposed changes in TDA statutes and regulations. Advise claimants regarding the implications of significant changes. Provide input to Statewide TDA Advisory Committee. (Monthly, as needed)
7. Conduct the annual Transit Needs Assessment, including noticed public hearings, transit needs analysis, and documentation. (03/2024)
8. Provide Spanish and hearing-impaired translation upon request at Unmet Transit needs hearings. (10-11/2023) (Contractor)
9. Implement findings and recommendations identified in triennial performance review. (Monthly, dependent on finding and recommendations)
10. Monitor transit operator progress on TDA performance audit recommendations. (Quarterly as needed)

**Products**

**Date**

Fiscal and compliance audits of all claimants (FY 22-23)  
Transit Needs Assessment, 2024

03/2024  
03/2024

**Staff Time**

5.0 person months



**Direct Costs**

Audit Fees (contractor)	\$ 11,800
Unmet Transit Needs Noticing	1,200
Unmet Transit Needs Translation Services	1,000
Unmet Transit Needs Hearing Space	350
SBCTAC Volunteer Member Stipends	10,800

**Funding**

Total	SBCAG
Program	Non-Federal TDA
\$ 160,400	\$ 160,400

Percent of Federal Funding: 0%

**WORK ELEMENT  
9300  
INDIRECT ADMINISTRATION**

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**Objective**

To support all other work elements and properly maintain all assets of the agency.

**Previous and Ongoing Work**

- Ongoing oversight of SBCAG operations including Management, Accounting, Payroll, Human Resources, Information Technology and Administrative Services.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

**1. Management:**

- Prepare and administer the annual budget;
- Prepare and submit reports of finances and administrative activities;
- Keep the Board advised of financial conditions, program progress, including present and future needs of the Agency;
- Review and evaluate program service delivery methods and systems within the Agency, including administrative and support systems and internal relationships;
- Identify opportunities for improvement and implement changes to standard operating procedures to enhance services;
- Direct the implementation, maintenance and enforcement of Agency personnel policies and practices as prescribed by the Board;
- Select, supervise, train, and evaluate staff;
- Confer with managers concerning administrative and operational problems, work plans, and strategic plans;
- Stay current on issues relative to service delivery responsibilities;
- Respond to and resolve sensitive and complex organizational inquiries, issues and complaints;
- Establish and maintain a customer service orientation within the Agency organization.

**2. Accounting:**

- Plan, organize, and manage all accounting functions;
- Develop improved accounting systems;
- Implement, monitor, control, and maintain all accounting systems;
- Prepare a variety of financial and statistical reports, including year-end, quarterly and month-end reporting;
- Prepare and submit funding reimbursement requests for the various grants;
- Process and monitor accounts receivable, accounts payable, deposits, billing, and payroll;
- Coordinate and prepare the annual audits;
- Reconcile a variety of computer reports;
- Prepare work papers, financial statements, and other reports for federal, state, and other agencies;

- Review accounting documents to ensure accuracy of information and make correcting entries as required;
- Examine supporting documentation to establish proper authorization and conformance with agreements, contracts, and federal, state and local laws, codes and regulations;
- Prepare budget documents;
- Monitor budget for each program and project, determine funding and if properly classified;
- Reconcile postings from accounts payable, cash receipts and accounts receivable
- Prepare journal entries;
- Compile and prepare financial statements, supporting schedules, and other financial and statistical reports;
- Maintain complete accounting records on federal, state and other funding sources.
- Maintain expenditure and budgetary control accounts;
- Prepare deposits;
- Research and analyze transactions to determine available funds and resolve budget problems;
- Monitor and maintain records on fixed assets;
- Calculate and record capitalization of expenditures and deletion of fixed assets;
- Calculate depreciation expense;
- Prepare and process accounts payable;
- Collect invoices and match invoices to the appropriate work element;
- Compile data for the preparation of routine reports;
- Check monthly expenditures against County reports;
- Audit and process payments for contracts and miscellaneous expenses;
- Maintain an inventory of office supplies;
- Prepare accounts receivable invoices as requested;
- Perform collection calls on past due invoices;
- Prepare and maintain annual Conflict of Interest forms with Board members.
- Manage OPEB Trust and ensure bi-annual valuations occur;

### **3. Payroll:**

- Process bi-weekly timesheets from employees as entered in ADP Time and Attendance module;
- Use ADP Time and Attendance Module to track employees use of vacation, sick and holiday time off;
- Distribute paychecks electronically to employees and board members.

### **4. Human Resources:**

- Participate in the recruitment and selection process for new employees;
- Develop advertisements;
- Conduct new employee orientations;
- Administer health, dental and vision benefits;
- Maintain personnel files;
- Ensure that pay increases are properly entered into the payroll system;
- Keep informed of all laws relating to human resources;
- Prepare work schedules;
- Determine work procedures and issue written and verbal instructions;
- Resolve grievances and complaints;

- Prepare performance evaluations for assigned staff;
- Obtain and maintain health, dental, vision and Section 125 insurance contracts;
- Obtain and maintain required agency insurance;
- Maintain and administer 457 Plan and Flexible Spending Plans;
- Administer Short Term and Long Term Disability insurance programs;
- Maintain Life and AD&D Insurance for all staff;
- Initiate employee engagement activities through employee committee.

**5. Information Technology:**

- Ensure IT staff provide technical support to all employees with computer, printer or server related issues;
- Manage technical support contract with the APCD;
- Act as a liaison with the APCD on issues related to the shared resources;
- Perform web administration and operation duties for agency website;
- Create, and design web pages using a variety of specialized software (Contractor or Staff);
- Update the Agency’s directory and staff pages;
- Creates pdf’s and posts agendas, newsletters, reports, press releases, and workshop notifications to the appropriate websites; posts links; downloads pictures to various sites;
- Update domain registration information;
- Respond to website generated email accounts.
- Manage technical support to troubleshoot errors with websites (Contractor or Staff);
- Evaluate the statistical traffic patterns for the SBCAG website;
- Stay up to date on new technology and software.

**6. Administrative Services:**

- Provide office, clerical and administrative support to management and other staff;
- Gather data for reports and prepare various reports;
- Maintain office and electronic filing system;
- Answer phones and greet customers at the reception desk;
- Respond to questions and concerns from the general public;
- Provide information as is appropriate and respond to customer concerns and issues;
- Schedule and set up for meetings;
- Coordinate travel arrangements for department staff;
- Maintain inventory of office supplies;
- Schedule repairs for office equipment;
- Handle daily mail procedures;
- Collect and distribute incoming and outgoing mail;
- Prepare mailings for various projects;
- Ensure adequate liability, auto, volunteer and property damage insurance levels & administer policies;
- Maintain facilities, parking lot and landscaping in conjunction with APCD.

**Products**

**Date**

Budget	04/2024
Indirect Rate	06/2024
Audits & Financial Statements	10/2023 to 03/2024
Appropriations Limit	06/2024

Open Enrollment	10/2023
SCO Annual Reporting	01/2024
DBE Semi Annual/Quarterly reporting	Quarterly/Biannually
Meeting coordination	Monthly
Website Update (consultant)	Monthly-As needed
Benefit Renewals	11/2024
Accounts Payable	Weekly/Daily
Receivables & Requests for Reimbursement	Quarterly
Payroll	Biweekly

**Staff Time**                      44.9 person months

**Indirect Expenses**

Communications	\$ 15,300
Insurance	33,900
Audit Fees	31,000
Equipment	58,800
Janitorial and Maintenance	33,700
Memberships	29,000
Office Expense	90,850
Postage	1,100
Copier Costs	6,300
APCD Support Services	76,900
Legal Fees - County Counsel	125,000
HR Consultants	10,000
Website Design	50,000
Website Maintenance	5,000
Logo Implementation	15,000
Agenda Management Software	10,000
Contract Administration Software	17,000
OPEB Reporting	5,000
Office Improvements & Fees	20,000
Central Coast Coalition	28,500
Professional Svs Contingency	11,000
Email Newsletter	1,500
ADP Payroll Fees	23,900
Publications & Legal Notices	400
Office Lease	104,500
Charges for County Services	36,000
Transportation and Travel	51,933
Training	21,000
Utilities	16,000
Refuse	1,700
Sewer	900
Vehicle Maintenance	8,700
Phone System Equipment	14,900
Phone Toll and Work Orders	1,200
Total General Expense	<u>\$ 955,983</u>
Total Indirect Salary & Benefits	<u>767,893</u>
Total Indirect Expenses	<u>\$ 1,723,876</u>

# **Comprehensive Planning and Analysis**

**WORK ELEMENT  
2810  
AIRPORT LAND USE PLANNING**

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**Objectives**

- Ensure the orderly development of lands in the vicinity of public use airports within Santa Barbara County and consistency of land use development with the Airport Land Use Compatibility Plan (ALUCP).
- Assist local jurisdictions in the implementation of the updated ALUCP.

**Previous and Ongoing Work**

- Adopted (2023) Airport Land Use Compatibility Plans for the region’s airports.
- Completion of a variety of Airport Land Use Consistency determinations.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Coordinate with the State of California, airport authorities, and local jurisdictions on matters related to airport land use policies and implementation. (Monthly, as needed)
2. Provide technical assistance to local agencies and airports regarding implementation of the Santa Barbara County ALUCP. (Monthly, as requested)
3. Prepare staff reports to the Airport Land Use Commission on matters of land use compatibility or consistency. (Monthly, as needed)
4. Review proposed revisions to Airport Master Plans, FAR Part 150 studies, General Plans, airport and heliport layout plans and proposed ordinances to determine consistency with the ALUCP. (Monthly, as requested)
5. Review environmental documents applying the criteria in the ALUCP and guidelines from the Caltrans Airport Land Use Planning Handbook. (Monthly, as requested)
6. Review and re-certify local General Plans for conformity with the updated ALUCPs. (07/2023 – 06/2024)

**Products**

ALUC staff reports, letters of comment

**Date**

Quarterly

**Staff Time**

3.0 person months

**Direct Costs**

None

**Funding**

Total		SBCAG
Program	Other Agencies	Non-Federal TDA
\$ 74,300	\$ 50,000	\$ 24,300

Percent of Federal Funding: 0%

**WORK ELEMENT  
2820  
CENSUS DATA CENTER**

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*As the tasks associated with this work element change little year-to-year, progress is assessed by deliverables and ensuring all SBCAG projects consider the most current Census data.*

**Objectives**

- Serve as the Census Data Center for Santa Barbara County for the compilation, analysis and dissemination of year 2020 and 2010 Census and American Community Survey data.
- Prepare demographic and statistical reports for the SBCAG board, SBCAG stakeholders, and the public, and in support of SBCAG's planning and programming activities.
- Analyze and apply American Community Survey (ACS) data in support of SBCAG's transportation planning efforts.

**Previous and Ongoing Work**

- Regional Growth Forecast, 2019
- Regional Housing Allocation, 2021.
- Census 2020 Summary Report, 2021

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Develop requests, in cooperation with other jurisdictions, for electronic and/or print versions of data from State Census Data Center and U.S. Census Bureau in support of transportation planning. (As needed, approximately one time per month)
2. Procure, process, prepare, and distribute Census data, including Transportation Planning Package (transportation-related data compiled by the Census bureau), and Census maps to interested parties to evaluate demographic trends as they relate to travel patterns. (as released by the US Census Bureau)
3. Respond to public requests for Census data and interpretation of data as appropriate. Coordinate data collection and distribution with cities, county, and libraries. (As requested, approximately one time per month)
4. Attend annual Census Affiliate Center meeting that facilitates information sharing between federal Census Bureau, State Department of Finance, and regional agencies about U.S. Census products, surveys, and Census research, and plans for data releases, new census programs, data and research issues. (10/2023)
5. Apply Census and socioeconomic data to network travel model and other SBCAG projects to assure accuracy in transportation modeling and planning. (as new data comes available and modeling projects require)
6. Continue to update the SBCAG Census web page with relevant and timely material (e.g., aggregate population data by SBCAG member agency jurisdiction). (as new relevant data is released by the US Census Bureau)
7. Review of the American Community Survey (ACS) Countywide results and city-level data. (as released)
8. Aggregate relevant Census data and develop a Planner's Desk Reference for Santa Barbara County (06/2024)



9. Monitor and evaluate the regional disadvantaged communities' definition as new Census data comes available. (Semi-annually)

**Products**

Technical assistance on the use of census data  
Planner's Desk Reference

**Date**

As requested.  
06/2024

**Staff Time**

4.8 person months

**Direct Costs**

Travel	\$ 1,200
Printing Services	2,000

**Funding**

Total		TDA	SBCAG
Program	FHWA PL	Planning	Non-Federal TDA
\$ 108,400	\$ 82,406	\$ 10,676.57	\$ 15,317.43

Percent of Federal Funding:76.02%

**WORK ELEMENT  
2850  
TRAVEL DEMAND FORECASTING and LAND USE MODELING**

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**Objectives**

- Apply the upgraded travel model in cooperation with local agencies to forecast traffic growth, assess demand for roadway improvements, evaluate land use alternatives, evaluate transportation control measures (TCMs), and determine conformity between transportation and air quality plans.
- Develop information for the public and decision-makers on future effects of proposed transportation projects and land use policies on the transportation system.
- Continue to develop technical capabilities to address modeling requirements of SB 375 and RTP Guidelines.
- Update regional vehicle miles travelled (VMT) maps using the new activity-based model.

**Previous and Ongoing Work**

- Applied the expanded travel model to evaluate various Caltrans corridor transportation alternatives for Highway 101 projects, including U.S. 101 HOV, Corridor Mobility Improvements Account (CMIA), and Corridor Systems Management Plan (CSMP) Projects.
- Completed alternative land use scenario and RTP project performance evaluations in support of Connected 2050 RTP-SCS to assess implications on future travel demand and emissions.
- Delivered sensitivity tests and completed data tables in support of California Air Resources Board's evaluation and acceptance of SCS component.
- Completed update of regional travel demand model to a supra-regional activity-based model (ABM) in partnership with AMBAG and SLOCOG.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Ongoing staff training on the upgraded travel model (Monthly)
2. Conduct literature review to remain current on modeling trends and other model software developments. (Monthly)
3. Identify areas for model improvements to address relative benefits of land use development alternatives on transportation system performance. (Annually)
4. Continue to maintain and update the Trans CAD software. (Annually) (Contractor)
5. Provide model output and technical assistance to Caltrans District 5 for System Planning documentation, Corridor Studies, and forecasting and traffic analysis for State highway projects. PL funding will not be used for the preparation of Project Initiation Documents (PIDs) or Project Study Reports (PSRs). (Monthly, as requested)
6. Provide technical assistance to local agencies and consultants for project-specific requests and sub-area modeling. (Monthly, as requested)
7. Continue participation in Central Coast Model Users Group and California Inter-Agency Modeling Forums and local and nationwide modeling focus groups for information-sharing and model enhancement. (Quarterly)

8. Work with neighboring counties and MPOs (Ventura and San Luis Obispo) to ensure consistency on external travel and long distance trips. (Annually)
9. Coordinate with State on California Statewide Travel Demand Model development to ensure consistency with regional model. (approximately one time per month)
10. Continue to develop technical capabilities to address modeling requirements of SB 375/743. (06/2024)
11. Support SB 743 VMT analysis integration for local agencies (06/2024)
12. Provide activity-based model training to regional stakeholders to provide understanding of the difference in modeling approach. (06/2024)

**Products**

Model output files

**Date**

As requested

**Staff Time**

2.1 person months

**Direct Costs**

On-call technical assistance	\$ 10,000
Data Products	5,000
Software License	2,500

**Funding**

Total			TDA	SBCAG
Program	FTA 5303	FHWA PL	Planning	Non-Federal TDA
\$ 76,400	\$ 52,055	\$ 15,581	\$ 8,762.96	\$ 1.04

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
2851  
LAND USE MODEL DEVELOPMENT (FY 21-22 carryover)**

*This project is being funded in part by SB 1 Sustainable Communities Formula funds (FY 2021-22) and aligns with the SB 1 Sustainable Communities Grant Specific Objectives by enabling SBCAG to develop and assess land use strategies to reduce GHG emissions from the resulting transportation impacts, and also enables quantification of GHG emissions thereby furthering the regional multimodal transportation and land use planning of the region's RTP-SCS.*

**Objectives**

- Develop and integrate a contemporary land use model that meets the needs of SB 375 and can assist in quantifying vehicle miles traveled and GHG emissions for various land use scenarios.
- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS, contributes to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines, addressing the needs of disadvantage communities, and also assist in achieving the Caltrans Mission and Grant Program Overarching Objectives; Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Social Equity.

**Previous and Ongoing Work**

- none

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Procure contractor services to assist with the development of a land use model. (prior work)
2. Manage contractor. (prior work – 12/2023)
3. Engage the Joint Technical Advisory Committee by providing project updates and seeking direction. (prior work – 12/2023)
4. Evaluate land use model options and select the best fit for SBCAG. (prior work)
5. Collect data required for new land use model. (prior work)
6. Work collaboratively with the contractor to build a land use model for the Santa Barbara County Region. (prior work – 12/2023)
7. Calibrate land use model. (prior work– 12/2023)(Contractor)
8. Integrate the new land use model with the region's activity-based model. (prior work – 12/2023)(Contractor)
9. Complete staff training on the functionality and operation of the new land use model. (prior work – 12/2023)(Contractor)
10. Accept delivery of final land use model and close out the project. (12/2023)

**Products**

**Date**

New SBCAG Land Use Model

12/2023

**Staff Time**            0.5 person months

**Direct Costs**

                                  Consultant                    \$ 66,400

**Funding**

Total	SB1 (RMRA)		SBCAG
Program	Carryover	TDA Planning	Non-Federal TDA
\$ 80,200	\$ 70,896	\$ 9,185.33	\$ 118.67

Percent of Federal Funding: 0%

**WORK ELEMENT  
2853  
UNDERSTANDING REGIONAL TRAVEL PATTERNS**

*This project is being funded in part by SB 1 Sustainable Communities Formula funds (FY 2022-23 - carryover) and aligns with the SB 1 Sustainable Communities Grant Specific Objectives by enabling SBCAG to assess the nuances of travel in the Santa Barbara County Region. The final product will enable SBCAG to improve upon RTP-SCS development in future update cycles.*

**Objectives**

- Using “big data” products, analyze and assess travel patterns within the Santa Barbara County Region.
- Inform SBCAG Board members and agency stakeholders of project findings.
- Gain an understanding of regional travel to inform development of future RTP-SCSs.

**Previous and Ongoing Work**

- none

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Explore available big data platforms with the assistance of the Joint Technical Advisory Committee. (prior work)
2. Acquire a subscription to the best available big data platform. (prior work)
3. Conduct analyses of origin-destination data, including changes over time. (prior work – 12/2023)
4. Conduct analyses of mode share by sub area, including changes over time. (prior work – 01/2024)
5. Assess sub areas to determine the geographic distribution of location efficiency. (prior work – 03/2024)
6. Conduct additional analyses as suggested by the project advisory committee. (prior work – 04/2024)
7. Prepare draft report and circulate for review (04/2024 – 05/2024)
8. Develop final report and present findings as appropriate. (06/2024)

**Products**

**Date**

Understanding Regional Travel Trends Report

06/2024

**Staff Time**

3.0 person months

**Direct Costs**

None

**Funding**

Total	SB1 (RMRA)		SBCAG
Program	Carryover	TDA Planning	Non-Federal TDA
\$ 79,900	\$ 67,040	\$ 8,685.74	\$ 4,174.26

Percent of Federal Funding: 0%

# **Transportation Planning and Programming**

**WORK ELEMENT  
3810**

**REGIONAL TRANSPORTATION PLAN (RTP) AND REGIONAL AIR QUALITY PLANNING**

**Objectives**

- Represent Connected 2050.
- Begin preparations for the next RTP update.

**Previous and Ongoing Work**

- Connected 2050, 2021
- EIR for Connected 2050, 2021

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Support the Santa Barbara County Air Pollution Control District in its update to the region's Ozone Plan. (07/2023 – 06/2024)
2. Manage the public-facing web map of transportation projects. (06/2024)
3. Review proposed projects and programs for consistency with the adopted Connected 2050 RTP-SCS in support of goals for the continued development of an integrated, multi-modal transportation system. (As requested,)
4. Improve consistency of reporting of RTP, FTIP, and RTIP projects. (Annually)
5. Monitor compliance with the Mitigation Monitoring and Reporting Program. (As needed)
6. Implement adopted RTP-SCS in coordination with State and local agencies. Track and report on Cap and Trade grant programs available for RTP-SCS implementation. Assist local agencies with questions on implementation. (Monthly, as needed)
7. Participate in interagency consultation efforts, including ARB/MPO working group and consultation with neighboring MPOs and the Central Coast Climate Collaborative. (Monthly or as requested)
8. Conduct liaison work with federal and State agencies to improve interagency coordination in regard to the RTP-SCS. (Monthly, as required)
9. Provide technical assistance to SBCAPCD for its air quality planning efforts. (Monthly, as requested)
10. Monitor State and Federal legislative changes related to the development of RTP-SCSs and implement any such changes. (07/2023 – 06/2024)
11. Conduct public outreach in support of the 2025 RTP development. (06/2024)
12. Work with the Joint Technical Advisory Committee to review and updated RTP goals, objectives, policies, and performance measures. (06/2024)
13. Begin drafting the 2025 RTP. (06/2024)
14. Periodically present RTP update items to the Joint Technical Advisory Committee and the SBCAG Board. (06/2024)

**Products**

**Date**

2025 RTP Development Schedule

12/2023

**Staff Time**

6.0 person months

**Direct Costs**

Travel

\$ 1,500



**Funding**

Total			SBCAG
Program	FHWA PL	TDA Planning	Non-Federal TDA
\$ 160,800	\$142,353	\$ 18,443.34	\$ 3.66

Percent of Federal Funding: 88.53Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3811  
CALIFORNIA CENTRAL COAST SUSTAINABLE FREIGHT STUDY**

**Objectives**

- Develop a Freight Transportation Plan for the Central Coast Region.
- This study will assess opportunities for improved operations, safety, capacity, and efficiency on all significant freight corridors from San Benito County through Santa Barbara County with a focus on the freight mobility needs through diverse interregional corridors including three MPO regions and five counties.
- It will identify short and long-term cost-effective strategies to improve goods movement and operations, as well as needs and strategies to meet those needs.
- The tri-region working group will continue the regional cooperation on freight that has been occurring the past decade. Reductions in freight congestion resulting from this study will increase the reliability of multimodal services such as transit and paratransit, and improvements to freight infrastructure have the potential to encourage freight-related job growth.

**Previous and Ongoing Work**

Completed consultant procurement process, hired consultant. Held project kick off meeting, established freight vision context.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Evaluation of freight movement, opportunities to reduce congestion, opportunities to improve safety, and approaches to improve freight on major freight corridors throughout the Central Coast (Contractor)
2. Strategies to optimize corridor performance (Contractor)
3. Evaluation matrix for preferred strategies (Contractor)
4. Public meetings and public outreach to take input on the study (Contractor & Staff)
5. Draft and final study for review

**Products**

**Date**

Administration:

- |                                     |           |
|-------------------------------------|-----------|
| • Consultant Procurement            | 4/30/2023 |
| • Project Kick Off Meeting          | 6/30/2023 |
| • Quarterly Reporting and Invoicing | 2/28/2025 |

Planning:

- |                                              |            |
|----------------------------------------------|------------|
| • Establish Statewide Freight Vision Context | 5/31/2023  |
| • Conduct Performance Assessment             | 10/31/2023 |
| • Public and Implement Final Report          | 2/28/2025  |

Data Gathering and Analysis

- |                                              |            |
|----------------------------------------------|------------|
| • Identify Potential Projects and Strategies | 11/30/2024 |
|----------------------------------------------|------------|

Coordination

- |                                                |           |
|------------------------------------------------|-----------|
| • Mobilize Central Coast Freight Working Group | 2/28/2025 |
| • Board Review and Approval                    | 2/28/2025 |

Public Participation

- Conduct Public Outreach

11/30/2023

**Staff Time**            1.0 person months

**Direct Costs**        None

**Funding**

Total	SBCAG
Program	Non-Federal TDA
\$ 26,800	\$ 26,800

Percent of Federal Funding: 0%

**WORK ELEMENT  
3815  
REGIONAL TRANSIT SERVICE**

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**Objectives**

- Ensure effective and efficient use of Measure A Interregional Transit Program funds to support bus services within Santa Barbara County and between Santa Barbara County and adjacent counties.
- Provide regional transit planning services and assistance in partnership with local, state, and federal agencies.
- Coordinate with local transit operators and member-agencies to build ridership and grow transit usage across the county.

**Previous and Ongoing Work**

- Fund and oversee interregional bus services, including partnership with the Ventura County Transportation Commission (VCTC) for provision of the Coastal Express service (ongoing)
- Development of the Transportation Management Plan for the US 101 HOV project (ongoing)
- Central Coast Origin-Destination Survey (2016)
- Clean Air Express Short Range Transit Plan (2019)
- Central Coast Network Integration Plan (2021)
- Transportation Emergency Preparedness Plan (TEPP) (2021)
- Development of SBCAG Goleta Regional Transit Facility (2023)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Evaluate and plan improvements for intra and inter-county bus services. (Semi-annually)
2. In coordination with local operators plan and administer regional transit passenger promotions to build ridership and grow transit utilization. (Quarterly)
3. Continue implementation of the TEPP Implementation Plan, including approval of Mutual Aid Compacts, and update TEPP as needed (Ongoing)
4. Provide technical assistance to transit operators in the areas of planning, grants, and marketing (As requested).
5. Monitor local, regional interregional and intercity transit operations, including analysis of ridership, farebox data, operating, and fleet data and provide updates to the Executive Director or board. (Quarterly)
6. Attend transit agency board meetings as appropriate. (Monthly)
7. Maintain up-to-date agreements with transit operators. Please note that no PL funds will be used for this task. (Annually)
8. Monitor transit legislation and funding and provide information about the impact of changes in funding on local and regional transit services. (Quarterly)

**Products**

**Date**

TEPP recommended Mutual Aid Compact

6/2024

SBCAG Short Range Transit Plan RFP

6/2024

**Staff Time**            1.0 person months

**Direct Costs**

Travel	\$ 6,000
Other meeting expenses	1,000

**Funding**

Total			SBCAG
Program	FHWA PL	TDA Planning	Non-Federal TDA
\$ 30,500	\$ 27,001	\$ 3,498.27	\$ 0.73

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3816  
REGIONAL EARLY ACTION PLANNING GRANTS**

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**Objectives**

- Administer the Regional Early Action Planning (REAP 2.0) Grants’ program for SBCAG.

**Previous and Ongoing Work**

- REAP 1.0 – in coordination with Association of Monterey Bay Area Governments (AMBAG)
- REAP 2.0 – executed program through full application and project selection

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Coordinate with CALCOG and other state partners on best practices and discussion of collaboration opportunities. (Monthly, as needed)
2. Coordinate with Housing and Community Development (HCD) and other state agencies. (monthly, as needed)
3. Provide administrative support to subgrantees, including assistance in reporting, processing of invoices, and other tasks as required. (prior work – 06/2024 - future work)
4. Serve as a liaison between subgrantees and HCD and its state partners. (prior work – 06/2024 - future work)
5. Engage the SBCAG Board and advisory committees as necessary. (bi-monthly, as needed)
6. Continue public engagement of project statuses. (monthly, as needed)

**Products**

**Date**

Public Engagement Materials

06/2024

**Staff Time**

3.0 person months

**Direct Cost**

None

**Funding**

Total REAP 2.0  
Program State

\$ 78,500      \$ 78,500

Percent of Federal Funding: 0%

**WORK ELEMENT  
3817  
ACCESSORY DWELLING UNIT SURVEY**

**Objectives**

- Assess how accessory dwelling units fit into overall regional housing needs and how they may be considered in future planning.

**Previous and Ongoing Work**

- Regional Housing Needs Assessment (2021)
- Connected 2050 SCS (2021)

**Tasks**

Progress is assessed by the timely delivery of the products listed below.

1. Research and summarize state laws related to accessory dwelling units. (staff)(07/2023 – 12/2023)
2. Engage local jurisdictions to obtain a complete inventory of accessory dwelling units permitted since the passage of SB 1069 (2017). (staff and contractor)(07/2023 – 12/2023)
3. Develop request for proposals (RFP), advertise RFP, score and select contractor, approve contractor contract. (staff)(10/2023 – 04/2024)
4. Work collaboratively with the Technical Planning Advisory Committee to design a survey for accessory dwelling unit owners, including, but not limited to size, occupancy status, rent cost, etc. (contractor)(10/2023 – 02/2024)
5. Circulate survey to accessory dwelling unit owners electronically or printed. (contractor)(02/2024 – 03/2024)
6. Collate and analyze survey responses. (contractor)(02/2024 – 04/2024)
7. Prepare a report summarizing project findings. (staff)(04/2024 – 06/2024)
8. Present findings to the SBCAG advisory committees and Board, and other organizations per request. (staff)(06/2024)

**Products**

**Date**

Accessory Dwelling Unit Survey Report

06/2024

**Staff Time**

3.5 person months

**Direct Cost**

Contractor \$77,400

**Funding**

Total		SBCAG
Program	REAP 1	Non-Federal
\$ 154,100	\$ 154,058.07	\$ 41.93

Percent of Federal Funding: 0%

**WORK ELEMENT  
3818  
STATE ROUTE 166 COMPREHENSIVE CORRIDOR STUDY**

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*This project is funded in part by a Caltrans' Sustainable Transportation Planning Grant (FY 23-24).*

**Objectives**

- Ensure a robust public outreach process is undertaken to obtain the input of hard-to-reach populations and non-native English-speaking populations.
- Establish consensus among project advisors and stakeholders on the existing system inefficiencies.
- Develop a plan that addresses current system deficiencies and lists specific strategies to meet the near- and long-term needs of the study area.
- Deliver the project on time and in adherence to the budget.

**Previous and Ongoing Work**

- none

**Tasks**

01: Project Administration

- 01.1: Kick-off meeting with Caltrans (staff)(11/23)
- 01.2: Project Management and Administration (staff)(11/23 – 10/25)
- 01.3: Invoicing (staff)(11/23 – 10/25)
- 01.4: Provide Quality Control of Data and Deliverables (staff)(11/23 – 10/25)
- 01.5: Attend Relevant Meetings (staff)(11/23 – 10/25)

02: Consultant Procurement

- 02.1: Develop Request for Proposals (staff)(4/24 – 6/24)
- 02.2: Review Proposals (staff)(5/24 – 6/24)
- 02.3: Hiring of Consultant (staff)(6/24)
- 02.4: Project kick-off with Consultant (staff and contractor)(6/24)

1.0: Existing Conditions

- 1.1: Review Plans and Studies (contractor)(7/24 – future work)
- 1.2: Initial Outreach (staff and contractor)(7/24 – 8/24 – future work)
- 1.3: Data Collection (contractor)(7/24 – 8/24 – future work)

2.0: Analysis

- 2.1: Existing Conditions Analysis (contractor)(9/24 – future work)
- 2.2: Conduct Demographic Analysis (contractor)(10/24 – future work)
- 2.3: Develop Policies and Strategies (contractor)(11/24 – future work)

3.0: Public Outreach

- 3.1: Initial Public Outreach (staff and contractor)(9/24 – future work)
- 3.2: Public Workshop – Present Draft Plan (staff and contractor)(2/25 – future work)
- 3.3: Redistribution of Final Draft (contractor)(8/25 – future work)

4.0: Advisory Committee Meetings

- 4.1: Advisory Committee Meeting #1 (staff and contractor)(8/24 – future work)
- 4.2: Advisory Committee Meeting #2 (staff and contractor)(11/24 – future work)
- 4.3: Advisory Committee Meeting #3 (staff and contractor)(2/25 – future work)
- 4.4: Advisory Committee Meeting #4 (staff and contractor)(6/25 – future work)

5.0: Draft and Final Plan (staff)(6/25 – 8/25 – future work)

6.0: Board Review/Approval (staff)(9/25 – future work)



**Products**

Meeting Materials (agendas, minutes, etc.)	Numerous
Request for Proposals	April 24
Contract	June 24
Existing Conditions Report	(future work)
Analysis of Existing Conditions	(future work)
Demographic Analysis	(future work)
Policies and Strategies	(future work)
Summary of Public Engagement and Feedback	(future work)
Draft Corridor Study	(future work)
Final Corridor Study	(future work)

**Staff Time**                      1.4 person months

**Direct Costs**

Contractor                              \$275,000

**Funding**

Total		*Other Local	
Program	FHWA SP&R	Contributions	TDA Planning
\$ 312,500	\$ 250,000	\$ 31,250	\$ 31,250

Percent of Federal Funding: 80%

\* City of Santa Maria \$ 18,750, City of Guadalupe \$ 12,500.

*Total program spread over 3 years with approximately 5% used in FY 23-24, 80% in FY 24-25 and 15% in FY 25-26. Funding table reflects total grant funding and local contributions.*

**WORK ELEMENT  
3819  
SUSTAINABLE COMMUNITIES STRATEGY PLANNING**

*This project is being funded in part by SB 1 Sustainable Communities Formula funds (FY 2023-24) and aligns with the SB 1 Sustainable Communities Grant Specific Objectives by enabling SBCAG to develop and assess the contemporary applicability of legacy transportation projects, as well as to conduct preparations necessary for the 2025 SCS update cycle.*

**Objectives**

- Analyze legacy transportation projects.
- Begin preparations for the next SCS update.

**Previous and Ongoing Work**

- Connected 2050, 2021
- EIR for Connected 2050, 2021

**Tasks**

Progress is assessed by the timely delivery of the products listed below.

1. Represent the Connected 2050 SCS as needed for conformity determinations for grant applications or other needs. (staff)(monthly, as needed)
2. Participate in interagency consultation efforts, including ARB/MPO working group and consultation with neighboring MPOs and the Central Coast Climate Collaborative. (staff) (Monthly, as needed)
3. Monitor State and Federal legislative changes related to the development of SCSs and implement any such changes. (staff) (07/2023 – 06/2024)
4. Work collaboratively with regional partners to analyze legacy transportation projects for inclusion or removal from future SCSs. (staff) (07/2023 – 06/2024)
5. Develop 2025 SCS public participation strategy. (staff) (07/2023 – 06/2024)
6. Develop 2025 SCS development schedule. (staff) (07/2023 – 12/2023)
7. Work collaboratively with the Air Resources Board in developing the technical methodology for the 2025 SCS. (staff) (07/2023 – 06/2024)
8. Carry out Phases 1 and 2 of the SCS public process. (staff) (01/2024 – 06/2024)

**Products****Date**

Updated Project Lists	06/2024
2025 SCS Public Participate Strategy	06/2024
2025 SCS Development Schedule	12/2023
SCS Technical Methodology	06/2024

**Staff Time**

9.8 person months

**Direct Costs**

Public Process Materials	\$1,000
Translation Services	\$1,500
Publication	\$300

**Funding**

Total	SBCAG
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SBCAG FY 2023-24 Overall Work Program and Budget

Program	SB1 (RMRA)	TDA Planning	Non-Federal
\$ 258,400	\$ 228,750	\$ 29,636.99	\$ 13.01

Percent of Federal Funding: 0%

**WORK ELEMENT  
3820  
TRANSIT PLANNING**

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**Objectives**

- Provide transit planning assistance to local public and transit agencies to include operating, capital and grant planning activities, development of mobility opportunities, and assessment of the relationship between land use and transit.
- Assist local jurisdictions to complete local bicycle and pedestrian plans.
- Address inter-jurisdictional issues by encouraging integration of region-wide bicycle and pedestrian policies and standards.
- Seek partnership with Caltrans SHOPP projects, with a focus on equity and benefiting disadvantaged communities for alternative transportation planning efforts where applicable.

**Previous and Ongoing Work**

- North County Transit Plan, 2016
- Santa Maria – San Luis Obispo Transportation Connectivity Study, November 2017
- Adopted Regional Active Transportation Plan (2015)
- Santa Ynez Valley Bicycle Master Plan (2019)
- State Triennial Performance Audits of public transit agencies, Consolidated Transportation Service Agencies (CTSAs) and SBCAG, 2022

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Provide assistance as appropriate, including written review, to assist transit agencies in updating short-range transit and financial plans and in developing other planning documents. (Dependent on transit provider planning cycles)
2. Monitor performance under Short-Range Transit Plans (SRTPs) as necessary. Please note that no PL funds will be used for this task. (Monthly, as needed)
3. Provide technical assistance to transit operators in the areas of planning, marketing, and other issues, upon request. (Monthly, as needed)
4. Assemble performance statistics for to assess performance as related to the region's Regional Transportation Plan and Sustainable Communities Strategy. (Annually)
5. Attend transit agency board meetings as appropriate. (Monthly, as needed)
6. Facilitate new or restructured transit service proposals related to unmet transit needs. (As needed)
7. Coordinate Transit Asset Management target (re)setting and reporting with the region's transit agencies. (As needed, dependent on Caltrans' guidance)
8. Coordinate Transit Safety target (re)setting and reporting with the region's transit agencies. (As needed, dependent on Caltrans' guidance)
9. Evaluate availability and efficiency of transit services for elderly persons, persons with disabilities, and persons of limited means, as well as for the general public. (Monthly, as needed)
10. Maintain up-to-date agreements with transit operators. (Annually, as required)

11. Work with transit agencies, CTSA's (Easy Lift [South Coast] and SMOOTH [North County]), social service agencies, and non-profit providers to monitor the implementation of the Coordinated Public Transit - Human Services Transportation Plan. Please note that no PL funds will be used for this task. (Monthly, as needed)
12. Prepare Section 5311 Program of Projects. (03/2024)
13. Monitor transit legislation and funding and provide information about the impact of changes in funding on local and regional transit services. (Monthly, as needed)
14. Identify regional transit planning needs and seek funding to satisfy those needs. (per Caltrans' grant cycle schedules)

**Products**

Reviews of SRTPs  
Grant applications

**Date**

As needed  
As needed

**Staff Time**

0.8 person months

**Direct Costs**

Cellular Network Service \$200

**Funding**

Total			SBCAG
Program	FHWA PL	TDA Planning	Non-Federal TDA
\$ 19,500	\$ 17,263	\$2,236.60	\$ 0.40

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3821  
ACTIVE TRANSPORTATION - COMPLETE STREETS**

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**Objectives**

- Incorporate Complete Streets into SBCAG and regional planning projects.

**Previous and Ongoing Work**

- Adopted Regional Active Transportation Plan (2015)
- Santa Ynez Valley Bicycle Master Plan (2019)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Review and comment on applications for bicycle and pedestrian project funding grants (e.g., Active Transportation Program (ATP) and Caltrans Sustainable Communities grants). (Annually)
2. Work with jurisdictions within Santa Barbara County, including the Santa Ynez Band of Chumash Indians, to ensure coordination in the development of multi-use trails that extend across jurisdictional boundaries within the county. (estimated twice a year, per opportunities)
3. Represent SBCAG at active transportation advocacy group meetings, including Cycle California Coast. (Quarterly)
4. Support Caltrans District 5 bicycle and pedestrian planning activities, including the implementation of Caltrans' Complete Streets Policy and ensuring Complete Streets are considered in Short Range Transit Plans, local planning efforts and regional planning efforts through staff participation in planning projects and the review and comment on interim planning materials. (Monthly, as requested)

**Products**

**Date**

Active Transportation Program Applications	06/2024
Complete Streets in Regional Transportation Draft	06/2024

**Staff Time**

1.3 person months

**Direct Costs**

None

**Funding**

Total	
Program	FHWA PL
\$ 27,957	\$ 27,957

Percent of Federal Funding: 100%

**WORK ELEMENT  
3824**

**COORDINATED PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION PLAN**

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**Objectives**

- Develop an updated Coordinated Public Transit – Human Services Transportation Plan for the Santa Barbara County Region.

**Previous and Ongoing Work**

Coordinated Public Transit – Human Services Transportation Plan (2007)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Project administration (prior work – 06/2024)
  - a. Kick-off meeting with Caltrans
  - b. Project Management and Administration
  - c. Invoicing
  - d. Provision of quality control of data and deliverables
  - e. Attend project meetings
2. Consultant Procurement (prior work)
  - a. Develop request for proposals (RFP)
  - b. Review proposals
  - c. Hire consultant
  - d. Project kick-off with consultant
3. Existing Conditions (Contractor) (prior work – 03/2024)
  - a. Data collection
  - b. Stakeholder interviews
4. Analysis (Contractor)(04/2024)
  - a. Existing conditions analysis
  - b. Develop Goals, Objectives, Performance Measures, and Standards
  - c. Conduct demographic analysis
5. Public Outreach (Contractor)(prior work – 03/2024)
6. Advisory Committee Meetings (4) (Contractor) (prior work – 06/2024)
7. Draft and Final Plan (Contractor)(06/2024 – future work)
8. SBCAG Board review and approval (Staff & Contractor)(06/2024 – future work)

**Products**

**Date**

Coordinated Public Transit – Human Services Transportation Plan June 2024

**Staff Time**

0.5 person months

**Direct Costs**

Consultant \$106,500

**Funding**

Total	FTA 5304		SBCAG
Program	Carryover	TDA Planning	Non-Federal TDA
\$117,300	\$ 97,550	\$ 15,603.93	\$ 4,146.07

Percent of Federal Funding: 83.16%

**WORK ELEMENT  
3825  
SOUTH COAST CORRIDOR RAIL PLAN**

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*Placeholder for outstanding grant application.*

**Objectives**

Develop a passenger rail service plan for the South Coast region that will serve as a foundational document for service development, implementation, and applications for future funding opportunities.

**Previous and Ongoing Work**

Central Coast Network Integration Plan (2021)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Project administration (SBCAG) (10/2023 – future work)
2. Consultant Procurement (SBCAG) (1/2024)
3. Existing Conditions (Contractor) (6/2024)
4. Analysis (Contractor)(future work)
5. Public Outreach (Contractor)(3/2024– future work)
6. Advisory Committee Meetings (4) (Contractor) (2/2024– future work)
7. Draft and Final Plan (Contractor)(future work)
8. SBCAG Board review and approval (SBCAG and Contractor)-(future work)

**Products**

**Date**

South Coast Corridor Rail Plan (Approved)

Future work\*

(\*April 2025)

**Staff Time**

**Direct Costs**

**Funding**

Percent of Federal Funding: 0%



**WORK ELEMENT  
3840  
PASSENGER RAIL SERVICE PLANNING**

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**Objectives**

- Improve passenger rail services to meet demand in U.S. 101 corridor.
- Identify infrastructure improvement projects for the State-supported Pacific Surfliner rail service and pursue local, state, and federal funding to develop the improvements.
- Promote intermodal connectivity of the transportation system.
- Support Pacific Surfliner JPA in the agency's management and administration of the service.
- Seek support for increased intercity rail funding and service.
- Support implementation of state-supported rail service between Los Angeles and San Jose

**Previous and Ongoing Work**

- Development of revised LOSSAN (Pacific Surfliner) JPA to assume responsibility for managing state-supported rail service in accordance with of SB 1225 (2012)
- Represent LOSSAN North Corridor on advisory committee on development of 2013 State Rail Plan (2012-13)
- Participation in evaluation committee for selection of Managing Agency for Pacific Surfliner service (OCTA selected in November 2013)
- Participation in statewide Intercity/High Speed Rail Partners Working Group (2014)
- Participation in the 2018 California State Rail Plan
- Act as staff lead/support for statewide Intercity Passenger Rail Advocacy Group (Quarterly)
- Project manager for consultant analysis/evaluation of options for implementing peak hour rail service between Ventura and Santa Barbara counties (2017)
- Participation in Coast Rail Coordinating Council technical meetings and staff support for SBCAG board member participation in policy meetings
- Development of Central Coast Network Integration Plan (2021)
- Worked with the City of Carpinteria and LOSSAN to coordinate the proposed improvements the Carpinteria Train Station
- Acted as a liaison to LOSSAN and the local jurisdictions on local impacts from the operations of Pacific Surfliner service.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Monitor passenger use of rail stations to assess adequacy of parking and other services (e.g., transit access, message signs), and identify projects to remedy deficiencies, if any. (Monthly)
2. Coordinate with District 5/7 planning staff, Ventura County Transportation Commission (VCTC) and other agencies, CalSTA, Caltrans, Amtrak, Surfliner JPA, and right of way owners to implement rail plans and improve service, assuring consistency with planning for rail improvements and service. (Quarterly)
3. Assess and propose passenger rail improvement projects for federal, State, and regional plans and funding programs. (Quarterly, per opportunities)

4. Coordinate with Surfliner JPA, Caltrans, Amtrak, and other agencies in implementing the LOSSAN Strategic Plan for the area north of Los Angeles. (Monthly)
5. Participate in the Coast Rail Coordinating Council to support reintroducing state-supported train service between San Jose and Los Angeles. (Monthly)
6. Work with Caltrans and JPA staff to promote bicycle accommodations on trains and at stations to improve multi-modal connectivity. Promotion of bicycle accommodation links with planning for bicycle connectivity to and from train stations and its effects on demand for other modes. (Quarterly, per opportunities)
7. Work with JPA, CRCC, and Caltrans Division of Rail to seek funding opportunities through available sources to implement needed capital improvements. (Quarterly, per opportunities)
8. Participate in efforts to evaluate the performance of commuter-friendly intercity rail service. (Monthly)
9. Work with regional partners VCTC, Caltrans, Surfliner JPA, and Union Pacific to improve rail service to better serve Ventura-Santa Barbara commuters who travel the congested 101 freeway. Planning efforts include examining potential sites to store trainsets and exploring options to serve major employment centers directly to increase ridership and the effectiveness and productivity of future rail service. (Annually)
10. Provide periodic staff-level meetings to update jurisdictions and coordinate rail service improvement efforts. (Semi-annually)
11. Periodically report to interested agencies and organizations on the status of improving passenger rail service in the region, including efforts to improve rail to ease congestion on the South Coast 101 corridor and meet changes in demand. (Quarterly, by request)
12. Participate in comprehensive modeling effort to evaluate passenger rail and freight service north of LAUS to increase efficiency and revenue and the feasibility of greater integration between Metrolink and Pacific Surfliner service. (Quarterly, as needed)
13. Work with City of Carpinteria, City of Goleta, Santa Barbara County, and JPA staff to coordinate and implement rail infrastructure projects funded as part of TIRCP grant awards. (Quarterly, as needed)
14. Work with CalSTA, Caltrans, and regional agencies to evaluate methods to implement recommendations in the 2023 California State Rail Plan to improve rail service in the Central Coast. (Quarterly, per opportunities)

**Products**

**Date**

Staff reports on CRCC and Pacific Surfliner JPA meetings to Subregional Committees and SBCAG Board	Quarterly
Continued assessment and action on rail service improvements	Weekly
Monitoring of Pacific Surfliner JPA Strategic Plan for corridor north of Los Angeles	Monthly
Pacific Surfliner JPA Policy Board meetings	Monthly
Pacific Surfliner JPA Technical Committee meetings	Monthly
CRCC Policy Board meetings	Quarterly
CRCC Technical Committee meetings	Bi-monthly
Presentations to agencies and community groups	Quarterly
State and federal funding applications	As available
Rail Corridor Leadership Group meetings	Annually
California Passenger Rail Summit	Annually

**Staff Time**                      0.7 person months

**Direct Costs**

Travel \$ 7,000

**Funding**

Total Program \$ 24,900	FHWA PL \$ 22,042	TDA Planning \$ 2,855.77	SBCAG Non-Federal TDA \$ 2.23
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Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3841  
GOLETA TRAIN STATION**

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**Objectives**

- Use Transit and Intercity Rail Capital Program (TIRCP) grant funds to design and construct a train station on a parcel owned by the City of Goleta.

**Previous and Ongoing Work**

- TIRCP Application Preparation
- SBCAG Origin-Destination Survey (2015)
- Completion of RFP process and contract approval to select Network Integration consultant
- Participation in selection of engineering and architecture firm to design train station (2019)
- Participation in Project Development Team meetings (biweekly)
- Development of Central Coast Network Integration Plan (2021)

**Tasks**

1. Oversee administration of TIRCP grant, including reporting (Monthly).
2. Process invoices from City of Goleta and seek reimbursement from the State for eligible expenses (Quarterly).
3. Participation in Project Development Team meetings (biweekly)

**Products**

**Date**

Project development progress reports

Quarterly

**Staff Time**

0.9 person months

**Direct Costs**

None

**Funding**

Total	TIRCP
Program	Prog Mgmt
\$ 23,500	\$ 23,500

Percent of Federal Funding: 0%

**WORK ELEMENT  
3860  
PERFORMANCE MEASURE DEVELOPMENT AND PLANNING**

**Objectives**

- Track progress of federal performance measure rulemakings under the FAST Act and IIJA.
- Implement performance measurement in transportation planning and programming
- Develop performance targets in coordination with local agencies, U.S. DOT and Caltrans.
- Develop and maintain a public-facing performance metric tracking dashboard.

**Previous and Ongoing Work**

- Provided comments to U.S. DOT on proposed performance measure rules and reports to technical advisory committees on rulemaking progress.
- Participated in target-setting workshops for safety performance measures.
- Acceptance of State performance targets.
- Regional Transportation Safety Summary (08/2021)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Monitor implementation of federal transportation law through notices of proposed rulemakings (NPRMs) regarding performance measures. (Monthly)
2. Provide updates to advisory committees and local agencies on performance measure rulemakings and target-setting progress through timely reports. (Quarterly, as needed)
3. Establish performance measure targets with local agency input in coordination with U.S. DOT and Caltrans D5. Participate in target-setting workshops and colloquia. (Annually)
4. Adopt regional performance measure targets within statutory timeframes, including PM1 (HSIP and Safety), PM2 (Pavement and Bridge Condition), and PM3 (System Performance/Freight/CMAQ). Submit adopted targets and agreements to Caltrans. (Annually)
5. Integrate IIJA/FAST Act/MAP-21 performance measures into transportation planning and programming documents (RTP-SCS, FTIP, etc.) as required. (Monthly, as needed)

**Products**

Adopted performance measure targets.

**Date**

Per Caltrans' Schedule

**Staff Time**

0.6 person months

**Direct Costs**

Software \$1,000

**Funding**

			SBCAG
Total Program	FHWA PL	TDA Planning	Non- Federal TDA
\$ 13,900	\$ 12,305	\$ 1,594.24	\$ 0.76

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3870  
GEOGRAPHIC INFORMATION SYSTEM (GIS) DEVELOPMENT**

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**Objective**

Improve SBCAG’s mapping and spatial analysis abilities to support improved conveyance of information and analytical work in the development of future regional transportation plans and sustainable communities strategies, as well as other work completed by SBCAG.

**Previous and Ongoing Work**

- SBCAG GIS Needs Assessment, FY 18/19, Work Element 3811
- SBCAG Regional Data Platform (2021)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Continue implementing GIS improvements identified in the SBCAG GIS Needs Assessment. (06/2024)
2. Train staff in GIS capabilities. (Annually)
3. Advance and maintain SBCAG’s web mapping capabilities to improve public access of SBCAG data. (06/2024)
4. Provide GIS mapping assistance for SBCAG and regional agency projects. (as needed)
5. Continue transition to cloud-based GIS. (06/2024)

**Products**

**Date**

Improved GIS Capabilities

06/2024

**Staff Time**

2.4 person months

**Direct Costs**

GIS Software                      \$ 6,000

**Funding**

Total Program	FHWA PL	TDA Planning	SBCAG Non-Federal TDA
\$ 57,600	\$ 50,992	\$ 6,606.55	\$ 1.45

Percent of Federal Funding: 88.53%

**WORK ELEMENT  
3881  
ACCESS FOR ALL ADMINISTRATION**

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**Objective**

Administration of the Access for All program

**Previous and Ongoing Work**

Stakeholder engagement, programing of funding and required reporting.

**Tasks**

1. Quarterly reporting
2. Stakeholder engagement

**Products**

- Program administration and reporting

**Date**

Quarterly

**Staff Time**

1.0 person months

**Direct Costs**

None

**Funding**

Total Program	State Grant
\$ 18,600	\$ 18,600

Percent of Federal Funding: 0%

**WORK ELEMENT  
3885  
ZERO EMISSION VEHICLE (ZEV) STRATEGY**

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**Objective**

The Central Coast Coalition comprised of regional transportation agencies in Santa Cruz, San Benito, Monterey, San Luis Obispo, and Santa Barbara Counties will conduct a Central Coast Zero Emission Vehicle Strategy (CCZEVS). The ultimate goal is to identify gaps and opportunities to implement ZEV infrastructure on the Central Coast, including on or near the State Highway System, major freight corridors, and transit hubs.

**Previous and Ongoing Work**

- Stakeholder Engagement
- Draft Central Coast Zero Emission Vehicle Strategy
- Adopted Final CCZEV Strategy

**Tasks**

1. Close out CCZEV Strategy

**Products**

- Close out report

**Date**

November 2023

**Staff Time**

None

**Direct Costs**

Consultant Services           \$ 11,650

**Funding**

	FTA 5304		SBCAG
Total Program	21-22 Carryover	TDA Planning	Non-Federal TDA
\$ 0	\$ 0	\$ 0	\$ 0

Percent of Federal Funding: 0%

SBCAG Board approved the addition of this work, staff will delete this work element with our next amendment since no carryover exists.



**WORK ELEMENT  
3890  
TRANSPORTATION IMPROVEMENT PROGRAM**

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**Objective**

To maintain a coordinated, multi-modal, multi-year program of transportation projects consistent with anticipated local, state and federal revenues and in compliance with state and federal requirements.

**Previous and Ongoing Work**

- Preparation of annual AB 1012 Obligation Plans
- Preparation of annual Listing of Federally Obligated Projects
- Monitor availability, deadlines and required reporting for Proposition 1B and SB1 funding and assist local agencies in identifying and competing for state and federal funding
- Administration of 2023 Federal Transportation Improvement Program (FTIP)
- Amend 2023 FTIP as required
- Federal Compliance of 2023 FTIP
- Development and adoption of the 2022 Regional Transportation Improvement Program (RTIP)
- Amendment of the 2022 RTIP as required

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Identify transportation improvement needs from RTP, public hearings, technical committees, local agency and transit operator requests, corridor concept plans, SRTPs, and request preparation of Project Study Reports by Caltrans and local agencies for projects that will be candidates for Senate Bill 1 (SB1) funding opportunities. (Quarterly)
2. Identify local and regional project funding opportunities and inform local agencies of funding opportunities and prepare project applications for regional projects. (Monthly)
3. Monitor progress of projects programmed in the 2022 STIP to ensure SB 45 timely use of funds requirements are met. Attend quarterly status meetings with Caltrans and local agencies. Prepare reports on STIP projects and present to SBCAG Board. (Monthly)
4. Attend individual Project Development Team meetings with local partners on STIP/FTIP programming. (Monthly)
5. Provide direct assistance as needed to local agencies in development of projects programmed in current STIP and FTIP. (Monthly)
6. Work with Caltrans and local agencies to monitor progress and provide support for the timely delivery of projects in the current FTIP. (Quarterly)
7. Prepare annual funding obligation plan, which includes estimated obligations of STIP project funds, and submit to Caltrans and CTC pursuant to AB 1012. (04/2023)
8. Prepare amendments to the adopted 2023 FTIP as required consistent with state and federal guidelines, regulations and statutes, including financial constraint analysis, public noticing, and public input. (Monthly)
9. Development and approval of 2024 State Transportation Improvement Program (STIP). (November 2023)
10. Development of 2025 Federal Transportation Improvement Program (FTIP). (June 2024)

11. Attend California Transportation Commission (CTC) and Regional Transportation Planning Agency (RTPA) group meetings to monitor and provide input on State and federal legislation, program guidelines, and other policy matters related to the current STIP and FTIP as well as SB1 funding programs. (Monthly)
12. Assist local agencies in obtaining grant funds for transportation improvements from various federal and state sources. (Monthly)
13. Monitor progress of projects programmed in the STIP to ensure timely use of funds (Monthly)
14. Attend project development team meetings with State and Local agencies on programming efforts. (Monthly)
15. Provide assistance to local agencies on state highway projects in the RTIP and FTIP (Monthly)
16. Report on STIP projects and present status updates to the SBCAG Board (Quarterly)
17. Ensure that SBCAG's public participation procedures are followed in preparing and amending all programming documents. (Monthly)
18. Provide input and assistance to Caltrans in the development of State administered programs including the State Highway Operation and Protection Plan (SHOPP) and State Interregional Transportation Improvement Program (ITIP). (Quarterly)
19. Administer and allocate State Highway Account funds, which have been received in exchange for federal Regional Surface Transportation Program fund apportionments. (April 1, 2024 to June 30, 2024)
20. Continue to actively participate in the California Federal Programming Group (CFPG). (Monthly)
21. Prepare and submit SB1 reports to Caltrans for SB1 funded projects. (Monthly/Quarterly as needed)
22. Participate in implementation of programs included in the Bi-partisan Infrastructure Law (BIL).(Monthly)

**Products**

**Date**

STIP progress reports	Quarterly
SB1 progress reports	Quarterly
FTIP amendments	Bi-monthly
STIP amendments	Quarterly
Obligation plan (AB 1012)	04/2024
STIP amendment requests/Deadline extension requests	As needed
Development and adoption of the 2024 STIP	11/2023
Annual obligated project list	12/2023
Development of 2025 FTIP (approval in Fall 2024)	June 2024

**Staff Time**

19.5 person months

**Direct Costs**

Travel (CTC, RTPA, SB1) \$ 9,000

**Funding**

Total		FY 21-22	FY 22-23		SBCAG
Program	FHWA PL	FHWA PL	FHWA PL	TDA Planning	Non-Federal TDA
\$ 495,300	\$ 242,705	\$ 139,301	\$ 56,478	\$ 56,810.25	\$ 5.75
Percent of Federal Funding: 88.53%					

# **Program and Project Delivery Services**

**WORK ELEMENT  
5810  
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

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**Objectives**

- To provide and maintain a system of motorist-aid call boxes on Santa Barbara County highways as a top priority.
- To provide a towing service on identified highways during peak commute hours with the goal of congestion relief.
- When possible, to provide projects that aid in promoting motorist safety per the statewide SAFE guidelines.
- To provide Transportation Demand Management programs on congested freeways.

**Previous and Ongoing Work**

- Construction-related Freeway Service Patrol on the South Coast 101 corridor, including extended service during construction related to the 101 Widening.
- Attended Statewide SAFE Conference
- Implemented Smart Call Box for Regional Travel Times on traveler Information Website.
- Issue RFP and execute contract for Call Box Maintenance before contract expires, January 31, 2023.
- Executed a Call Box Removal Plan in 2020
- Board Approved removal of 302 of the 354 call boxes

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Provide staff support to SBCAG Board; prepare reports, agenda and minutes for board meetings. (Monthly)
2. Monitor vendor contracts and agency agreements and coordinate the activities of the call box vendor, cellular service provider, private call answering center, California Highway Patrol, Caltrans and technical consultant. (Monthly)
3. Participate in statewide SAFE committee to share pertinent information and ideas and to monitor legislation related to call box service. (Monthly)
4. Ensure that call boxes are maintained and in proper working order (Contractor). (Monthly)
5. Develop and administer a SAFE budget. (Monthly)
6. Monitor use of call boxes to determine if changes are warranted in CHP dispatch protocol, system hardware, public education, etc. (Monthly)(Contractor & Staff)
7. Update call box system implementation plan consistent with CHP/Caltrans guidelines. (As needed)
8. Inspect, test and put into service upgraded call boxes (Contractor). (Monthly)
9. Administer Freeway Service Patrol towing company contract for the 101 South Coast Corridor. (Monthly)
10. Monitor performance of Freeway Service Patrol, provide annual status reports, secure state grant funding to continue program. (Monthly)(Contractor & Staff)
11. Monitor interface of private call center dispatching services and CHP dispatching and facilitate periodic meetings to address issues and concerns. (Monthly)

12. Monitor operation and performance of Freeway Service Patrol program on south coast 101 corridor and evaluate feasibility of expansion of FSP services on Highway 101. (Monthly)
13. Conduct Transportation Demand Management programs on congested freeways including the maintenance of the SmartRide.org ride matching website that provides freeway traffic conditions, live traffic cameras, ride matching services and a multimodal trip planner. (Monthly)
14. Actively market the SAFE and FSP programs, through radio, social media and government access TV. (Monthly)
15. Identify potential new SAFE programs and services. (Monthly)

**Products**

**Date**

Private call center/CHP dispatch meetings  
 FSP meetings w/CHP & tow contractor

As needed  
 Biannually

**Staff Time**

4.0 person months

**Direct Costs**

Communications	\$	13,000
Call Box Maintenance		29,000
Office Expense		1,500
Call Center		18,000
CHP/SAFE Liaison		1,500
Travel		1,000
FSP Contractor		143,900
TDM Programs		263,500

**Funding**

Total	FSP	
Program	Carryover	DMV Fees
\$ 600,400	\$ 209,950	\$ 390,450

Percent of Federal Funding: 0%

**WORK ELEMENT  
5820  
LOCAL TRANSPORTATION AUTHORITY - 1% Admin**

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**Objectives**

- To effectively and efficiently administer Measure A funds.
- Ensure that all requirements specified in Measure A Ordinance and Investment Plan are met.
- Ensure oversight and transparency is provided in expending local sales tax revenues and implement the transportation projects and programs specified under the Measure A local transportation sales tax.

**Previous and Ongoing Work**

- Adoption of 2020 Measure A Strategic Plan Update.
- Development of Measure A Program of Projects.
- Development and Monitoring of Measure A Cash Flow Model and Revenue Collection.
- Development of guidelines and specifications for Measure A Project Signage.
- Development of guidelines and scoring criteria for Measure A North County and South Coast Safe Routes to School, Bicycle and Pedestrian Programs.
- Preparation of Investment Plan and Ordinance for Measure A on the November 2008 Ballot. Execution of Agreement with the Board of Equalization to collect Measure A Revenues.
- Facilitation of Measure A Citizens Oversight Committee.
- Monitoring of 2020 Measure A Strategic Plan.
- Development of update to 2022 Measure A Strategic Plan.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Administer local allocation of Measure A funds; prepare estimates and apportionments, evaluate local programs of projects, allocate funds, conduct annual fiscal/compliance audits. (Monthly; Fall 2022)
2. Conduct outreach program to inform public about the benefits and successes of the Measure A program. (Monthly)
3. Distribute paratransit funds to transit operators consistent with Measure A Ordinance and LTA policies. (Annually)
4. Provide staff support to partner agencies for Measure A funded projects. (Quarterly)
5. Provide staff support to LTA Board. Prepare and administer LTA budget. (Monthly)
6. Participate in Self-Help Counties Coalition including monitoring and commenting on federal and state legislation and policies affecting local transportation sales tax measure. (Monthly).
7. Monitor legislation affecting local sales tax measures including legislative proposals authorizing establishment or extension of local transportation sales tax measures. (Monthly)
8. Prepare annual report, summarizing progress to date on Measure A program and outlining financial condition of program. (Spring 2023)

9. Update of LTA Ordinance #3 including Rules and Regulations for Administration of Measure A Sales Tax Revenues. (As needed)
10. Provide staff support for the Measure A Citizens Oversight Committee. (Quarterly)
11. Prepare Measure A program of projects for non-local projects and programs in Measure A. (Annually)
12. Approve cooperative agreements for Measure A Safe Routes to School, Bicycle and pedestrian programs. (As needed)
13. Implement adopted Measure A Strategic Plan and prepare updates to reflect changes to project costs and revenue estimates since adoption. (Monthly)
14. Amend 2020 Measure A Strategic Plan. (As needed)
15. Amend Measure A Ordinance as necessary to add projects to the Investment Plan. (As needed)
16. Coordinate with local agency staff on the implementation of Measure A regional projects. (Monthly)
17. Prepare update to Measure A Strategic Plan. (Spring 2023)

**Products**

Approval of Measure A Strategic Plan  
 Measure A Program of Projects  
 Measure A Annual Report

**Date**

Summer 2024  
 Spring 2024  
 Spring 2024

**Staff Time**

13.0 person months

**Direct Costs**

Copy Services	\$ 500
Graphic Design Services	3,000

**Funding**

Total	Measure A
Program	1% Admin
\$ 389,000	\$ 389,000

Percent of Federal Funding: 0%

**WORK ELEMENT  
5824  
LTA PROGRAM AND PROJECT DELIVERY (MEASURE A)**

**Objective**

To implement projects and programs in the Measure A investment plan in a timely and cost effective manner.

**Previous and Ongoing Work**

- Measure A Investment Plan
- 2010 Measure A Strategic Plan and Amendment
- 2015 Measure A Strategic Plan
- 2020 Measure A Strategic Plan
- Measure A Program of Projects
- Highway 166 Safety and Operational Project Scoping (2012)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Award and administer professional service contracts for Measure A-funded projects. (Monthly)
2. Manage and oversee consultant contracts for Highway 166 / Black Road Intersection and Highway 166/ Highway 1 Intersection. (Monthly)
3. Monitor, manage and implement provisions of cooperative agreements with Caltrans and other agencies on projects receiving Measure A funds. (Monthly)
4. Manage and oversee consultant contracts to deliver various segments related to *Highway 101: Carpinteria to Santa Barbara* project. (Monthly)
5. Coordinate delivery of the *Highway 101: Carpinteria to Santa Barbara* project including coordination with Highway 101 Corridor Advisor, Executive Steering committee, Caltrans Construction Manager General Contractor (CMGC) team, Caltrans and consultant functional team leaders, and attend project focus meetings and project development team meetings. (Monthly)
6. Participate in Project Development team meetings for rail track projects. (Monthly)
7. Review project development documents (e.g., environmental documents, permits, construction plans, appraisal reports, etc.) prepared by local agencies, agency consultants and Caltrans. (Monthly)
8. Develop annual Program of Projects for regional programs and projects that SBCAG as the Local Transportation Authority is responsible for implementing (06/2024)
9. Fund Measure A-funded interregional transit services. (Monthly)

**Products**

**Date**

Measure A Program of Projects (also in WE 5820)	06/2023
Measure A cooperative agreements with funding recipients	(Various)
Measure A Project Consultant Contracts	Various)
Measure A Project Cooperative Agreements with Caltrans	(Various)
Measure A Project MOU's and Agreements with local agencies and partners	(Various)



**Staff Time** 42.7 person months

**Direct Costs**

Annual Audit	\$ 11,800
Construction Hotline	1,300
Membership CRCC	4,000
Board Compensation	35,000
Liability Insurance	25,000
Travel	1,500
Office Expense	20,600
Federal & State Lobbyist	153,000
County Counsel	25,000
Revenue Monitoring Support	60,000
Grant Writing Services	100,000
TIFIA Support & Transaction Fees	140,500
Rail Program Management	10,602,000
SR 166 Safety & Op	842,000
Solvang Circulation Project	600,000
101/135 Betteravia	400,000
Carpinteria Circulation Project	326,000
SC Carpool/Vanpool	92,000
SC Interregional Transit	7,165,000
SC Bike & Ped	5,854,000
SC Transit Capital	1,660,000
NC Carpool/Vanpool	68,600
NC Safe Routs to Sch, Bike, Ped	1,517,700
HWY 246 Passing Lanes	15,000
HWY 101 HOV	16,545,000
Traffic Solutions Bike & Ped	10,000

**Funding**

Total Program	Measure A	Measure A Carryover	State TIRCIP <sup>1</sup>	Other Local APCD <sup>2</sup>	State RSTP <sup>3</sup>
\$ 47,277,500	\$ 16,950,000	\$ 13,452,850	15,723,650	\$ 105,000	\$ 800,000
	State SOGR <sup>4</sup>	LCTOP <sup>5</sup>			
	\$ 40,000	\$206,000			

Percent of Federal Funding: 0%

<sup>1</sup> TIRCP- Transit and Intercity Rail Capital Program  
<sup>2</sup> APCD- Air Pollution Control District  
<sup>3</sup> RSTP – Regional Surface Transportation Program  
<sup>4</sup> SOGR – State of Good Repair  
<sup>5</sup> LCTOP – Low Carbon Transit Operations Program

**WORK ELEMENT  
5826  
HIGHWAY 101 LOCAL PROJECT SUPPORT**

**Objective**

To assist local agencies with project development and funding of local coastal development permit projects that are related to the *Highway 101: Carpinteria to Santa Barbara* project. Projects include the Cabrillo Blvd. \ UPRR Underpass Bridge Replacement, the Los Patos Undercrossing, the Los Patos/Cabrillo Roundabout, the Olive Mill Road Roundabout, the San Ysidro Road Roundabout, Santa Claus Lane Streetscape, Santa Claus Lane Bikeway, Rincon Trail, the Summerland Coastal Access Improvements, the North Padaro Coastal Access Improvements, the Santa Monica/Via Real Intersection and others.

**Previous and Ongoing Work**

- Develop and execute funding agreements with local agencies for Highway 101 parallel projects.
- Monitor funding commitments and project delivery for project development work performed by local agencies and their consultants for Highway 101 parallel projects.
- Serve as Project Development Team (PDT) member for project development phases led by local agencies on Highway 101 parallel projects.
- Hold regular progress meetings with County of Santa Barbara for Highway 101 parallel projects included in Local Coastal Program Amendment.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Administer various funding sources through Caltrans for each of the local projects including, but not limited to, preparing requests for authorization, programming changes, coordinating reimbursable costs submitted by local agencies and preparing invoices. (Monthly)
2. Participate on PDT teams for each of the projects which includes reviewing deliverables, and coordinating work being developed by the Highway 101 project team members. (Monthly)
3. Work with local agencies on meeting project delivery milestones and to ready projects for consideration in SB1 funding applications submitted for *Highway 101: Carpinteria to Santa Barbara* project and other parallel projects. (Monthly)

**Products/Milestones**

**Date**

MOU's and Agreements with local agencies to implement parallel projects	(Various)
Cooperative Agreements with Caltrans to implement parallel projects	(Various)

**Staff Time**

None

**Direct Costs**

Cabrillo Undercrossing	\$ 1,00,000
Olive Mill Roundabout	3,975,000
San Ysidro Roundabout	6,275,000
Santa Claus Lane Bikeway	880,000
Padaro Coastal Access	65,000
Summerland Coastal Access	3,550,000
Santa Claus Streetscape	4,175,000
Los Patos Cabrillo	4,250,000
Milpas ramp improvements	1,525,000
Eucalyptus Lane	50,000
Ortega Hill-Sheffield connector	75,000
ZEV Charging	200,000

**Funding**

Total	State		
Program	RSTP <sup>1</sup>	SB1-SCCP <sup>2</sup>	Measure A
26,020,000	\$ 17,807,500	\$ 6,657,500	\$ 1,555,000

Percent of Federal Funding: 0%

<sup>1</sup> RSTP – Regional Surface Transportation Program

<sup>2</sup> SB1-SCCP-State funded Solutions for Congested Corridors Program

**WORK ELEMENT  
5827  
TRANSPORTATION IMPROVEMENT PROGRAM- PLANNING, PROGRAMMING &  
MONITORING**

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**Objective**

To coordinate with Caltrans and local agencies on the successful delivery of projects included in SBCAG’s multi-year program of transportation projects.

**Previous and Ongoing Work**

- Development and adoption of the 2022 Regional Transportation Improvement Program (RTIP)
- Amendment of the 2022 RTIP as required
- Monitor availability, deadlines and required reporting for Proposition 1B and SB1 funding and assist local agencies in identifying and competing for state and federal funding
- Quarterly Status Meetings with Caltrans
- Regular Status Meetings with Local Agencies
- Project Development Team Meetings
- Hwy 166 Cuyama Bus Stops, Hwy 101/ Santa Maria River Bridge, Hwy 101/ Union Valley Parkway Interchange, Hwy 246 Passing Lanes, Hwy 101/ Linden Casitas Project, Highway 101: Segment (4A) Carpinteria, and Highway 101 Segment 4C (Summerland)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Monitor progress of projects programmed in the 2022 STIP to ensure SB 45 timely use of funds requirements are met. (Monthly)
2. Attend Project Development Team meetings and quarterly status meetings with Caltrans and local agencies. (Monthly)
3. Prepare reports on STIP projects regarding cost, scope and schedule and present as necessary to SBCAG Board. (Quarterly)
4. Provide project delivery assistance as needed to local agencies who are leading the development of state highway projects programmed in Regional Transportation Improvement Program (RTIP) and Federal Transportation Improvement Program (FTIP). (Monthly)
5. Work with Caltrans to provide input and assistance in delivery of state highway projects programmed in the STIP and FTIP and funded with various state and federal revenues. (Monthly)

**Products/Milestones**

	<b><u>Date</u></b>
Highway 246 Passing Lanes (Mitigation)	On-Going
Highway 101: Segment 4B (Padaro)	On-Going
Highway 101: Segment 4D (Montecito) - Start Construction	Summer 2023
Highway 166 Black Road – Complete Construction	December 2023
Olive Mill / San Ysidro Roundabouts – Complete Construction	December 2023

**Staff Time**                      11 person months

**Direct Costs**

Travel \$ 800

**Funding**

Total		STIP-PPM
Program	STIP-PPM <sup>1</sup>	Carryover
\$ 257,300	\$ 240,000	\$ 17,300

Percent of Federal Funding: 0%

<sup>1</sup> STIP-PPM – State Transportation Improvement Program – Planning, Programming and Monitoring

**WORK ELEMENT  
5830  
TRANSPORTATION DEMAND MANAGEMENT (TDM)  
RIDESHARING PROGRAM**

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**Objective**

To promote and encourage alternatives to driving alone during peak traffic hours, with the goals of reducing traffic congestion, air pollution and vehicle miles traveled as well as to improve the quality of life for employees, visitors, and residents of Santa Barbara County.

**Previous and Ongoing Work**

- Continuation of the voluntary TDM Program for Santa Barbara County.
- Continuation of the services of the County Ridesharing Office.

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Provide centralized administration and implementation of voluntary TDM Program directed at employers and the general public. (Monthly)
2. Provide training and furnish promotional materials, support and activities for employer transportation coordinators who are the local business points of contact for information on employee alternative commute options and available employer benefits for commuters. (Monthly)
3. Provide commuter benefit consulting for employers, including conducting commuter surveys and assisting in employee outreach. (Monthly)
4. Develop and provide information and promotional materials regarding carpooling, vanpooling, transit, rail, bicycling, compressed work weeks, telecommuting, tax programs and other TDM/ridesharing activities. (Monthly)
5. Work with employers to establish employer portals to the SmartRide.org commuter benefits management and commuter matching system, and develop new promotions administered by SBCAG to engage commuters on the site. (Monthly)
6. Implement and administer the Emergency Ride Home program and vanpool start-up program. (Monthly)
7. Serve on the CalVans TAC, coordinate with the SBCAG CalVans Board Representative and local CalVans Ventura/Santa Barbara staff representative. (Monthly)
8. Maintain an updated rideshare database. (Annually)
9. Market SmartRide.org website one-stop-shop for commuters, including a multi-modal trip planner, rewards program, commute calendar, school pool and commuter challenges. (Monthly)
10. Assist in the organization and placement of vanpools. Provide incentives to stimulate vanpool formation. (Monthly)
11. Promote TDM/Rideshare education and events. (Monthly)
12. Coordinate an annual Bike Challenge. Provide bicycle safety workshops, bicycle commuting assistance, youth cycling pop-up events and promote bicycling as part of the South Coast CycleMAYnia events (05/2023).
13. Develop and manage an E-Bike Demo Fleet for use by employers, at special events and schools to promote the use of and safety tips for electric bikes for commuting. (Monthly)

14. Work with the Community Environmental Council and the APCD on Earth Day promotions. (February– April)
15. Assist in defining and implementing TDM mitigation measures associated with EIR and Negative Declarations. (Quarterly, as requested)
16. Implement TDM programs recommended in the SBCAG Sustainable Community Strategy required under SB 375. (Monthly)
17. Coordinate with multi-agency consortium on the Green Business Certification Program. (Quarterly)
18. Market the CalVans program to employers and commuters. (Monthly)
19. Coordinate Traffic Management Program activities as part of the 101 HOV 4D project, including office space sharing for telecommuting, e-bike demos, and carpool incentives. (Monthly)
20. Support regional planning and outreach for micro-mobility options, e.g. bike share and scooter share. (As needed)
21. Represent SBCAG Traffic Solutions at active transportation advocacy group meetings, including Cycle California Coast and MOVE Santa Barbara County. (Ongoing)
22. Represent SBCAG Traffic Solutions at Santa Barbara Human Resources Association meetings and events.
23. Market both North County and South Coast transit services to employers and commuters to reduce carbon emissions. (Monthly)
24. Market Peak Hour Rail service through employer outreach. (Monthly when service resumes)

**Products**

**Date**

E-Newsletter for Commuters	Monthly
E-Newsletter for Employers	Quarterly
Santa Barbara Human Resources Association Presentation	Biannually
Green Business Program Commuter/Transportation Presentation	Biannually
Regional Micro-Mobility Meeting	As Needed
Small-Scale Commuter Challenges and Promos	Monthly, 01/2023
Earth Day Festival	04/2023
Bike Challenge (Measure A Bicycle Program Funded)	05/2023
CycleMAYnia events with distribution of TDM promotional materials, including countywide bike map, and regional transit, vanpool and Traffic Solutions brochures. (Measure A Bicycle Program Funded)	05/2023
Annual progress report. (Measure A Funded)	05/2020

**Staff Time** 10.0 person months

**Direct Costs**

Communication	\$ 2,000
Event Insurance	1,900
Memberships	2,700
Postage	300
Printing Services	8,000
E-Bike Program	11,000
CycleMAYnia Program	10,200
Graphic Design Services	15,000
SBBIKE Sponsor	9,300
Transit Fare Promotion	500,000
Ride Amigos	50,000
Travel	2,000

**Funding**

Total	Outside		SAFE TDM	
Program	Sponsors	SAFE TDM	Carryover	Measure A
\$ 819,000	\$ 200	\$ 263,200	\$ 45,600	\$ 10,000
	LCTOP <sup>1</sup>			
	\$ 500,000			

<sup>1</sup> LCTOP – Low Carbon Transit Operations Program

Percent of Federal Funding: 0%



**WORK ELEMENT  
5840  
CLEAN AIR EXPRESS**

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**Objective**

Provide safe, comfortable, efficient and well-coordinated intercity commuter transit service, connecting North County Santa Barbara to the South Coast region.

**Previous and Ongoing Work**

- Management and oversight of interregional Clean Air Express commuter bus services, including reinstatement and/or modification of services to grow ridership (ongoing)
- Completion of the Zero Emissions Fleet Transition Plan (2023)
- Transition from contactless payment Tap-to-ride pilot to long-term service agreement (2022)
- Development and rehabilitation of SBCAG Regional Transit Facility (ongoing)
- Transit asset management roles and responsibilities, including replacement and auction of aging fleet vehicles (2022-2023), procurement of electric vehicle supply equipment (EVSE) and upgrade of onboard technology for CAE fleet (2021-2023)

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. Oversee use of Measure A, State and Federal funds to support Clean Air Express (Monthly)
2. Administer and manage all aspects of Clean Air Express, including service planning, contractor oversight, grant compliance, customer relations, procurements and service marketing and promotion. (Daily, as needed)
3. Provide strategic long-term operational and financial planning to ensure sustainability through 2040. (Quarterly)
4. Identify and apply for external funding, such as through State and Federal grants, funding agreements and partnerships to support Clean Air Express capital and operating costs. (Monthly, as appropriate)
5. Attend transit agency/City Council meetings (Monthly, as appropriate)
6. Oversee compliance with Federal requirements for Transit Asset Management and Public Transit Agency Safety Plans (Monthly, Quarterly)
7. Monitor transit-related legislation, grant programs and revenue sources and provide relevant information to the Executive Director and/or board. (As appropriate)
8. Manage development and rehabilitation of the SBCAG Regional Transit Facility. (Weekly)
9. Identify improvements to non-SBCAG owned Clean Air Express park and ride facilities, daytime and overnight storage facilities, and maintenance facilities. (Monthly)
10. Partner with member agencies and external organizations to improve inter-agency coordination and grow ridership. (Monthly, as appropriate)
11. Report service statistics, farebox revenues data and other performance information to State and Federal agencies. (Quarterly, Annually)
12. Coordinate efforts with other transit agencies regarding planning for potential joint use of EVSE infrastructure. (As appropriate)

**Products**

National Transit Database Annual Report  
 State Controller’s Office Annual Transit Service Report  
 Annual budget  
 Rider Passenger Survey  
 Semi-annual schedule changes

**Date**

10/2023  
 01/2024  
 01/2024-3/2024  
 4/2024  
 Summer, Winter

**Staff Time**

10.4 person months

**Direct Costs**

Communications	\$	11,000
Insurance		52,000
Audit Fees		7,500
Memberships		6,000
Facility Maintenance		40,000
Office Supplies		1,500
Postage		1,000
Printing		10,000
Advertising/Marketing		50,000
Vehicle/Fleet Maintenance		150,000
Park & Ride Leases		53,000
Bus Storage		9,000
Bus & Records Inspections		25,000
Professional Contingency		50,000
Operations Contract		2,207,100
Tap to ride program		10,000
Credit card program fees		15,000
EV Charger Service		10,000
Travel		9,000
Utilities		31,000
Fuel		409,200
Structures/Structure Improvements		250,000
Transit Electrification Expansion		100,000
Fleet Equipment		75,000
Fleet Livery		50,000

**Funding**

	State of Good		State Transit	
Total Program	Repair	LCTOP1	Assistance	TDA
\$ 3,877,800	\$ 525,000	\$ 110,000	\$ 103,800	\$ 150,000
FTA 5311	Fare	Sale	Measure A	Facility Rent
\$ 577,100	Revenues	Proceeds	\$ 1,891,100	\$ 40,800
	\$ 450,000	\$ 30,000		

<sup>1</sup> LCTOP – Low Carbon Transit Operations Program

Percent of Federal Funding: 14.88%

**WORK ELEMENT**  
**5850**  
**PROJECT DELIVERY - BROADBAND**

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**Objective**

Implement the goals and objectives identified in the Broadband Strategy.

**Previous Work & Ongoing Work**

- Identify Santa Barbara County Broadband Strategy, including documenting needs of various communities and establishing goals
- Initiated conversations with providers, evaluated options, and identified priority broadband infrastructure projects.
- Adopted Broadband Strategic Plan in December 2022

**Tasks**

Progress is assessed by the timely delivery of the products listed below. All tasks are to be completed by SBCAG staff unless otherwise noted.

1. **Stakeholder outreach and engagement.** (Contractor & Staff)(Monthly)
  - SBCAG staff will continue to work directly or through a partnership with another entity to engage stakeholders at both the state, regional and local levels.
  - This includes participating in broadband task forces, as well as partnerships among state and regional agencies.
  - At the local level, it includes support for broadband committees and education of local stakeholders.
  - Develop and maintain relationships with private-sector internet service providers.
2. **Support SBCAG Board and committees to build on policy framework.** (Monthly)
  - SBCAG staff, with Board direction, will create and maintain a policy framework for broadband deployment by setting well-defined goals and a clear policy direction and/or tasking agencies to lead broadband programs.
  - Using the Broadband Strategy, SBCAG staff working with the local jurisdictions, will identify and address barriers to facilitate broadband deployment in unserved and underserved areas.
  - We will work to connect broadband to other policy priorities, including economic development, transportation, health care, and agriculture, to build partnerships and leverage more funding for expansion efforts.
3. **Form Joint Powers Authority for Broadband (Contractor).**
  - Hire consultant and/or legal services to facilitate the negotiation of a Joint Powers Authority (JPA) for Broadband.
  - Facilitate the approval of the Broadband JPA by the member Jurisdictions.
4. **Provide support and capacity building for project implementation.** (Ongoing)
  - SBCAG will support local and regional planning efforts that help educate community members and build the local capacity necessary for successful broadband infrastructure projects.
  - SBCAG will provide the board with a yearly priority list of broadband projects, and if funded, work with the local jurisdictions to implement.

- If a local entity doesn't have the capacity to take on the necessary broadband projects, SBCAG can provide the staffing with either in house staff or consultant services.
- Provide technical assistance to local jurisdictions as they implement local projects.
- 5. **Obtain funding for project implementation and operations.** (Contractor & Staff)(Ongoing)
  - SBCAG will pursue funding to support broadband deployment in unserved and underserved areas through grant programs that fund a portion of the cost of deployment in these communities.
  - Working with the local jurisdictions, we will ensure accountability by requiring that providers demonstrate they are providing the service they were funded to deliver while also providing the region with the data needed to evaluate the program and progress toward defined goals.
- 6. **Coordinate education and outreach program to improve digital literacy.** (Ongoing)
  - SBCAG will work with partner agencies and non-profit agencies to implement a community-based outreach and education program to bridge the gap of digital equity.
  - SBCAG will pursue grant opportunities to fund these activities.
- 7. **Prepare yearly program evaluation and evolution.** (June)
  - SBCAG will ensure future planning efforts and infrastructure projects are evaluating the performance of these efforts and incorporating lessons learned via a year-end report.
  - We will continue to update program goals and activities as their programs mature, addressing broadband adoption and working to help communities make full use of their broadband infrastructure.

**Products**

Committee meeting agendas/minutes/staff reports  
 Approved Joint Powers Authority Agreement  
 Yearly list of priority projects  
 Funding grant applications  
 Year-end report

**Date**

Monthly  
 June, 2023  
 Yearly  
 As Needed  
 June of every year

**Staff time:** 4 person months

**Direct costs**

Stakeholder outreach	\$ 50,000
Joint Powers Authority	250,000
Project Implementation	100,000
Travel	3,000

**Funding**

Total	
Program	Broadband
\$ 512,200	\$ 512,200

Percent of Federal Funding: 0%



**FY 2023-24 OVERALL WORK PROGRAM STAFF RESOURCES**

		Staff FTE	Administration	Program Delivery	Transit & Rail	Planning Division	Programming Division	Traffic Solutions
<b>1000</b>	<b>Program Administration</b>							
1810	OWP Development and Monitoring	7.0	4.0	0.5	0.0	1.5	1.0	0.0
1820	Regional/Subregional Coordination	17.5	13.0	0.5	0.0	0.0	4.0	0.0
1830	Public Participation and Information	4.0	4.0	0.0	0.0	0.0	0.0	0.0
1840	TDA Administration	5.0	3.5	0.0	0.0	1.5	0.0	0.0
9300	Indirect Administration	44.9	36.0	1.9	1.5	2.5	1.5	1.5
<b>2000</b>	<b>Comprehensive Planning/Analysis</b>							
2810	Airport Land Use Planning	3.0	0.0	0.0	0.0	3.0	0.0	0.0
2820	Census Data Center	4.8	0.0	0.0	0.0	4.8	0.0	0.0
2850	Travel Demand Forecasting & Land Use Modeling	2.1	0.0	0.0	0.0	2.1	0.0	0.0
2851	Land Use Model Development	0.5	0.0	0.0	0.0	0.5	0.0	0.0
2853	Understanding Regional Travel Patterns	3.0	0.0	0.0	0.0	3.0	0.0	0.0
<b>3000</b>	<b>Transportation Planning and Programming</b>							
3810	Regional Transportation Plan & Regional Air Quality Planning	6.0	0.0	0.0	0.0	6.0	0.0	0.0
3811	California Central Coast Sustainable Freight Study	1.0	0.0	0.0	0.0	0.0	1.0	0.0
3815	Regional Transit Service	1.0	0.0	0.0	1.0	0.0	0.0	0.0
3816	Regional Early Action Planning Grants	3.0	0.0	0.0	0.0	3.0	0.0	0.0
3817	Accessory Dwelling Unit Survey	3.5	0.0	0.0	0.0	3.5	0.0	0.0
3818	SR 166 comprehensive Corridor Study	1.4	0.0	0.0	0.0	1.4	0.0	0.0
3819	Sustainable Communities Strategy Planning	9.8	0.0	0.0	0.0	9.8	0.0	0.0
3820	Transit Planning	0.8	0.0	0.0	0.0	0.8	0.0	0.0
3821	Active Transportation-Complete Streets	1.3	0.0	0.0	0.0	1.3	0.0	0.0
3824	Coordinated Public Transit - Human Services Transportation Plan	0.5	0.0	0.0	0.0	0.5	0.0	0.0
3825	South Coast Corridor Rail Plan	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3840	Passenger Rail Service Planning	0.7	0.0	0.0	0.7	0.0	0.0	0.0
3841	Goleta Train Station Project Management	0.9	0.1	0.0	0.8	0.0	0.0	0.0
3860	Performance Measure Development & Planning	0.6	0.0	0.0	0.0	0.6	0.0	0.0
3870	GIS Development	2.4	0.0	0.0	0.0	2.4	0.0	0.0
3881	Access for All	1.0	0.0	0.0	0.0	0.0	1.0	0.0
3885	Zero Emission Vehicle Strategy	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3890	Transportation Improvement Program	19.5	0.0	8.0	0.0	0.0	11.5	0.0
<b>5000</b>	<b>Program Delivery/Services</b>							
5810	Service Authority for Freeway Emergencies	4.0	0.0	0.0	0.0	0.0	0.0	4.0
5820	Local Transportation Authority - 1% Admin	13.0	5.5	1.5	0.0	0.0	6.0	0.0
5824	LTA Program & Project Delivery Measure A	42.7	3.5	7.6	12.1	0.0	0.0	19.5
5826	Highway 101 Local Project Support	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5827	Trans Improvement Program-Planning, Programming & Monitoring	11.0	0.0	1.0	0.0	0.0	10.0	0.0
5830	Transportation Demand Management(TDM) Ridesharing Program	10.0	0.0	0.0	0.0	0.0	0.0	10.0
5840	Clean Air Express	10.4	1.4	0.0	8.0	0.0	0.0	1.0
5850	Project Delivery -Broadband	4.0	1.0	3.0	0.0	0.0	0.0	0.0
		240.0	72.0	24.0	24.0	48.0	36.0	36.0

**FY 2023-24 COMPREHENSIVE BUDGET**

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
Budget Summary  
Fiscal Year 2023-24**

	<u>General</u>	<u>SAFE</u>	<u>Clean Air Express</u>	<u>LTA Measure A Capital Programs</u>	<u>Total</u>
<b>Revenues</b>					
Sales Taxes	\$1,335,800	\$0	\$1,161,400	\$16,965,400	\$19,462,600
Use of Money & Property	3,000	2,300	43,300	0	48,600
Intergovernmental Revenue - State	1,892,244	606,000	738,800	41,234,650	44,471,694
Intergovernmental Revenue - Federal	2,009,968	0	577,100	0	2,587,068
Intergovernmental Revenue - Local	31,250	0	0	105,000	136,250
Charges for Services	1,448,548	0	450,000	0	1,898,548
Miscellaneous Revenue	66,200	50	0	0	66,250
Other Financing Sources	273,200	0	30,000	0	303,200
<b>Total Revenues</b>	<u>7,060,210</u>	<u>608,350</u>	<u>3,000,600</u>	<u>58,305,050</u>	<u>68,974,210</u>
Use (Source) of Fund Balance	<u>(77,777)</u>	<u>(7,950)</u>	<u>877,200</u>	<u>14,992,450</u>	<u>15,783,923</u>
<b>Total Funding Sources</b>	<u><b>\$6,982,433</b></u>	<u><b>\$600,400</b></u>	<u><b>\$3,877,800</b></u>	<u><b>\$73,297,500</b></u>	<u><b>\$84,758,133</b></u>
<b>Expenditures</b>					
Salaries and Benefits	\$4,370,500	\$0	\$0	\$0	\$4,370,500
Services and Supplies	2,584,533	336,900	2,993,600	68,779,500	74,694,533
Other Charges	27,400	0	409,200	0	436,600
Fixed Assets	0	0	475,000	4,508,000	4,983,000
Other Financing Uses	0	263,500	0	10,000	273,500
<b>Total Expenditures</b>	<u><b>\$6,982,433</b></u>	<u><b>\$600,400</b></u>	<u><b>\$3,877,800</b></u>	<u><b>\$73,297,500</b></u>	<u><b>\$84,758,133</b></u>

SBCAG FY 2023-24 Overall Work Program and Budget

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
General Fund - Comparative Revenue Information

Revenue Description	Account Number	Cash Basis Actual 2021-22	Adopted Budget 2022-23	Estimated Actual 2022-23	Proposed Budget 2023-24	Amendment #1	Amendment #2	Amendment #3.2
<b>Taxes</b>								
TDA - Local Transportation Fund Sales Tax	3092	970,827	845,000	875,000	795,600	795,600	795,600	795,600
Measure A Sales Tax	3094	533,286	512,400	567,511	540,200	540,200	540,200	540,200
<b>Use of Money and Property</b>								
Interest	3380	6,593	3,000	7,000	3,000	3,000	3,000	3,000
<b>Intergovernmental Revenue - State</b>								
LCTOP	4339	22,787	0	0	0	0	0	500,000
State Transportation Improvement Pgm PPM	4339	133,219	273,700	273,700	277,900	275,800	257,300	257,300
Surface Transportation Program Exchange	4339	300,000	300,000	300,000	0	0	0	0
Senate Bill (SB1)	4339	70,290	324,600	225,800	320,839	364,075	366,686	366,686
Access For All	4339	31,755	30,200	30,200	0	0	0	0
Regional Early Action Planning	4339	133,180	200,700	145,000	78,200	78,500	232,558	232,558
Broadband	4339		341,000	337,000	740,700	512,200	512,200	512,200
Transit Intercity Rail Program (TIRCP)	4339	737,063	119,600	119,600	0	23,500	23,500	23,500
<b>Intergovernmental Revenue - Federal</b>								
Consolidated Planning Grant	4789	1,289,682	1,298,600	1,152,000	1,375,400	1,644,777	1,662,418	1,662,418
FHWA Strategic Partnership	4789	0	0	0	0	0	250,000	250,000
FTA 5304 Coordinated Public Transit	4789	0	0	86,650	113,350	97,550	97,550	97,550
FTA 5304 Zero Emission Vehicle Grant	4789	4,626	150,000	100,000	0	10,127	10,127	0
<b>Intergovernmental Revenue - Local</b>								
Local Government Contributions	4840	0	19,800	18,200	0	0	31,250	31,250
<b>Charges for Services</b>								
TS, SAFE & LTA Salary Reimbursements	5739	903,978	1,069,400	1,155,900	1,448,800	1,407,148	1,407,148	1,407,148
Meeting Stipend	5739	24,900	30,000	30,000	41,400	41,400	41,400	41,400
<b>Miscellaneous Revenue</b>								
County Contribution	5770	15,000	50,000	15,000	50,000	50,000	50,000	50,000
Other Miscellaneous	5909	119,492	55,300	51,063	16,200	16,200	16,200	16,200
<b>Other Financing Sources</b>								
Operating Transfers In - SAFE Traffic Solutions	5911	391,000	378,300	368,300	263,200	263,200	263,200	263,200
Operating Transfers In - Measure A CycleMAYnia	5911	0	0	4,000	10,000	10,000	10,000	10,000
Total Revenues		5,687,678	6,001,600	5,861,924	6,074,789	6,133,277	6,570,337	7,060,210
Use (Source) of Available Fund Balance		(833,983)	147,200	338,272	(7,856)	8,256	(76,104)	(77,777)
Total Funding Sources		4,853,695	6,148,800	6,200,196	6,066,933	6,141,533	6,494,233	6,982,433



SBCAG FY 2023-24 Overall Work Program and Budget

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
General Fund - Comparative Expenditure Information

Expenditure Description	Account Number	Cash Basis Actual 2021-22	Adopted Budget 2022-23	Estimated Actual 2022-23	Proposed Budget 2023-24	Amendment #1	Amendment #2	Amendment #3.2
<b>Salaries and Benefits</b>								
Regular Salaries	6100	2,183,708	2,551,600	2,507,650	2,777,800	2,777,800	2,777,800	2,777,800
Retirement Contribution	6400	820,600	1,006,500	995,796	1,039,600	1,039,600	1,039,600	1,039,600
Retiree Medical OPEB	6475	90,836	92,850	89,766	130,800	130,800	130,800	130,800
FICA/Medicare	6550	30,951	36,850	35,789	40,100	40,100	40,100	40,100
Health Insurance	6600	290,030	310,550	326,600	334,500	334,500	334,500	334,500
Life and Disability Insurance	6610	19,223	22,650	20,985	31,300	31,300	31,300	31,300
Workers Compensation	6900	7,930	15,300	15,125	16,400	16,400	16,400	16,400
Subtotal		<u>3,443,278</u>	<u>4,036,300</u>	<u>3,991,711</u>	<u>4,370,500</u>	<u>4,370,500</u>	<u>4,370,500</u>	<u>4,370,500</u>
<b>Services and Supplies</b>								
Communications	7050	18,985	19,700	19,080	17,500	17,500	17,500	17,500
Insurance	7090	38,696	37,200	34,315	35,800	35,800	35,800	35,800
Audit Fees	7324	87,682	39,600	39,200	42,800	42,800	42,800	42,800
Equipment <5K	7348	13,367	29,100	14,790	58,800	58,800	58,800	58,800
Janitorial & Building Maintenance	7362	15,025	35,100	35,000	33,700	33,700	33,700	33,700
Memberships	7430	21,271	31,600	25,800	31,700	31,700	31,700	31,700
Office Expense	7450	94,403	230,100	125,000	129,600	129,600	129,600	129,600
Postage	7451	322	3,700	250	1,700	1,700	1,700	1,700
Copier Costs	7453	6,330	8,500	5,000	6,300	6,300	6,300	6,300
Professional & Special Services	7460	648,606	1,304,400	1,275,600	1,020,500	1,095,100	1,447,500	1,935,700
ADP Payroll Fees	7507	15,578	23,400	21,731	23,900	23,900	23,900	23,900
Publications & Legal Notices	7530	1,726	11,500	77,000	6,800	6,800	7,100	7,100
Office Lease Costs	7580	97,921	104,300	105,900	104,500	104,500	104,500	104,500
Charges for County Services	7669	92,175	92,200	92,200	36,000	36,000	36,000	36,000
Transportation and Travel	7730	19,474	80,100	73,452	82,433	82,433	82,433	82,433
Training	7732	19,581	21,000	19,500	21,000	21,000	21,000	21,000
Utilities	7760	10,744	16,000	13,264	16,000	16,000	16,000	16,000
Subtotal		<u>1,201,886</u>	<u>2,087,500</u>	<u>1,977,082</u>	<u>1,669,033</u>	<u>1,743,633</u>	<u>2,096,333</u>	<u>2,584,533</u>
<b>Other Charges</b>								
Refuse	7804	0	1,700	1,200	1,700	1,700	1,700	1,700
Sewer	7805	178	800	400	900	900	900	900
Postage	7807	0	0	0	0	0	0	0
Vehicle Operations	7893	1,869	8,700	7,200	8,700	8,700	8,700	8,700
Phone System Equipment	7897	12,151	12,600	12,200	14,900	14,900	14,900	14,900
Telephone Work Orders	7898	0	1,100	0	1,100	1,100	1,100	1,100
Phone System Toll Charges	7899	0	100	0	100	100	100	100
Subtotal		<u>14,198</u>	<u>25,000</u>	<u>21,000</u>	<u>27,400</u>	<u>27,400</u>	<u>27,400</u>	<u>27,400</u>
<b>Fixed Assets</b>								
Office Furnishings & Equipment	8300	194,333		210,403	0	0	0	0
Total Expenditures		<u>4,853,695</u>	<u>6,148,800</u>	<u>6,200,196</u>	<u>6,066,933</u>	<u>6,141,533</u>	<u>6,494,233</u>	<u>6,982,433</u>

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
SAFE - Comparative Revenue Information**

<b>Revenue Description</b>	<b>Account Number</b>	<b>Cash Basis Actual 2021-22</b>	<b>Adopted Budget 2022-23</b>	<b>Estimated Actual 2022-23</b>	<b>Proposed Budget 2023-24</b>	<b>Amendment #1</b>
<b><i>Use of Money and Property</i></b>						
Interest	3380	2,249	4,800	4,958	2,300	2,300
<b><i>Intergovernmental Revenue - State</i></b>						
Motor Vehicle Fees	3541	401,656	418,812	418,812	396,000	396,000
Freeway Service Patrol	4339	136,925	193,000	115,734	197,700	210,000
<b><i>Miscellaneous Revenue</i></b>						
Other Miscellaneous	5909	0	50	50	50	50
Total Revenues		540,830	616,662	539,554	596,050	608,350
Use (Source) of Available Fund Balance		131,376	160,538	202,761	(8,050)	(7,950)
Total Funding Sources		672,206	777,200	742,315	588,000	600,400

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS  
SAFE - Comparative Expenditure Information**

<u>Expenditure Description</u>	<u>Account Number</u>	<u>Cash Basis Actual 2021-22</u>	<u>Adopted Budget 2022-23</u>	<u>Estimated Actual 2022-23</u>	<u>Proposed Budget 2023-24</u>	<u>Amendment #1</u>
<b>Services and Supplies</b>						
Communications	7050	13,658	13,000	11,395	13,000	13,000
Call Box Maintenance & Repairs	7120	74,461	101,000	87,000	29,000	29,000
Office Expense	7450	1,562	3,500	1,500	1,500	1,500
Postage	7451	0	800	0	0	0
Professional & Special Services	7460	191,525	289,300	273,320	280,000	292,400
Transportation and Travel	7730	0	1,000	500	1,000	1,000
Subtotal		<u>281,206</u>	<u>408,600</u>	<u>373,715</u>	<u>324,500</u>	<u>336,900</u>
<b>Other Financing Uses</b>						
Operating Transfers Out - Traffic Solutions	7901	391,000	368,600	368,600	263,500	263,500
Subtotal		<u>391,000</u>	<u>368,600</u>	<u>368,600</u>	<u>263,500</u>	<u>263,500</u>
Total Expenditures		<u>672,206</u>	<u>777,200</u>	<u>742,315</u>	<u>588,000</u>	<u>600,400</u>

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
**Clean Air Express - Comparative Revenue Information**

<b>Revenue Description</b>	<b>Account Number</b>	<b>Cash Basis Actual 2021-22</b>	<b>Adopted Budget 2022-23</b>	<b>Estimated Actual 2022-23</b>	<b>Proposed Budget 2023-24</b>	<b>Amendment #1</b>	<b>Amendment #3.2</b>
<b>Taxes</b>							
TDA - Local Transportation Fund Sales Tax	3092	212,470	125,000	19,000	150,000	150,000	150,000
Measure A Sales Tax	3094	1,113,790	1,055,331	1,078,286	1,011,400	1,011,400	1,011,400
<b>Use of Money and Property</b>							
Interest	3380	3,886	5,000	5,500	2,500	2,500	2,500
Rental of Bulding/Land	3409	4,500	0	0	40,800	40,800	40,800
<b>Intergovernmental Revenue - State</b>							
Proposition 1B	4339	150,883	250,000	250,000	0	0	0
State of Good Repair	4339	142,346	250,000	0	525,000	525,000	525,000
State Transit Assistance	4339	153,172	80,000	80,000	103,800	103,800	103,800
Low Carbon Transit Operators Program	4339		25,000	0	110,000	110,000	110,000
SRA -Electric Coach Partnership	4339	0	450,000	450,000	0	0	0
<b>Intergovernmental Reveunes - Federal</b>							
CARES Act 5311	4789	99,468	262,000	0	0	0	0
FTA 5311	4789	0	0	0	0	0	577,100
COVID - 5307	4789	0	800,000	0	0	0	0
CRRSAA - 5307	4789	400,000	400,000	400,000	0	0	0
<b>Miscellaneous Revenue</b>							
Other Miscellaneous	5909	0	50	50	0	0	0
<b>Charges for Services</b>							
Fare Revenues	5739	411,793	400,000	440,571	450,000	450,000	450,000
<b>Other Financing Sources</b>							
Proceeds from sale of suplus property	5920	0	0	140,000	30,000	30,000	30,000
Total Revenues		2,692,308	4,102,381	2,863,407	2,423,500	2,423,500	3,000,600
Use (Source) of Available Fund Balance		454,358	(502,481)	(113,531)	899,600	877,200	877,200
Total Funding Sources		3,146,666	3,599,900	2,749,876	3,323,100	3,300,700	3,877,800

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
**Clean Air Express - Comparative Expenditure Information**

<u>Expenditure Description</u>	<u>Account Number</u>	<u>Cash Basis Actual 2021-22</u>	<u>Adopted Budget 2022-23</u>	<u>Estimated Actual 2022-23</u>	<u>Proposed Budget 2023-24</u>	<u>Amendment #1</u>	<u>Amendment #3.2</u>
<b>Services and Supplies</b>							
Communications	7050	7,953	9,000	9,111	11,000	11,000	11,000
Insurance	7090	69,141	65,100	59,000	52,000	52,000	52,000
Audit Fees	7324	5,280	6,000	4,000	7,500	7,500	7,500
Equipment	7348	17	0	2,000	0	0	0
Maintenance - Building	7362	0	100,000	75,000	40,000	40,000	40,000
Maintenance - Equipment	7363	0	60,000	52,000	0	0	0
Memberships	7430	700	2,000	2,000	6,000	6,000	6,000
Office Expense	7450	7,959	3,000	1,500	11,500	11,500	11,500
Postage	7451	232	3,000	200	1,000	1,000	1,000
Professional & Special Services	7460	1,690,468	1,695,800	1,138,565	2,269,900	2,247,500	2,824,600
Travel	7730	2,201	4,000	1,500	9,000	9,000	9,000
Utilities	7760	1,952	22,000	6,000	31,000	31,000	31,000
	Subtotal	<u>1,785,903</u>	<u>1,969,900</u>	<u>1,350,876</u>	<u>2,438,900</u>	<u>2,416,500</u>	<u>2,993,600</u>
<b>Other Charges</b>							
Fuel Charges	7893	<u>326,942</u>	<u>290,000</u>	<u>302,000</u>	<u>409,200</u>	<u>409,200</u>	<u>409,200</u>
	Subtotal	<u>326,942</u>	<u>290,000</u>	<u>302,000</u>	<u>409,200</u>	<u>409,200</u>	<u>409,200</u>
<b>Fixed Assets</b>							
Facility Improvements	8200	142,346	150,000	97,000	350,000	350,000	350,000
Clean Air Express Buses	8300	891,475	1,190,000	1,000,000	125,000	125,000	125,000
	Subtotal	<u>1,033,821</u>	<u>1,340,000</u>	<u>1,097,000</u>	<u>475,000</u>	<u>475,000</u>	<u>475,000</u>
	Total Expenditures	<u><u>3,146,666</u></u>	<u><u>3,599,900</u></u>	<u><u>2,749,876</u></u>	<u><u>3,323,100</u></u>	<u><u>3,300,700</u></u>	<u><u>3,877,800</u></u>

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
**LTA Capital Programs (Measure A) - Comparative Revenue Information**

<b>Revenue Description</b>	<b>Account Number</b>	<b>Cash Basis Actual 2021-22</b>	<b>Adopted Budget 2022-23</b>	<b>Estimated Actual 2022-23</b>	<b>Proposed Budget 2023-24</b>	<b>Amendment #1</b>	<b>Amendment #3.1</b>	<b>Amendment #3.2</b>
<b>Taxes</b>								
Measure A Sales Tax	3094	17,595,679	16,215,200	16,215,000	16,965,400	16,965,400	16,965,400	16,965,400
<b>Intergovernmental Revenue - State</b>								
Senate Bill(SB1) LPP	4339	610,426	1,820,000	838,165	0	0	0	0
Senate Bill(SB1) SCCP	4339	0	0	0	6,657,500	6,657,500	6,657,500	6,657,500
Rincon - ATP	4339	970	700,000	50,000	0	0	0	0
Linden/Casitas TMP	4339	69,075	0	0	0	0	0	0
Highway 101 Construction - Surface Trans Prgm	4339	2,403,658	3,810,000	500,000	800,000	800,000	800,000	800,000
Olive Mill/San Ysidro - Surface Trans Prgm	4339	1,633,536	3,750,000	698,000	10,250,000	10,250,000	10,250,000	10,250,000
Other - Surface Trans Prgm	4339	0	100,000	10,584	325,000	325,000	325,000	325,000
Santa Claus Lane - Surface Trans Prgm	4339	0	0	125,000	450,000	450,000	450,000	450,000
Cabrillo Undercrossing -Surface Trans Prgm	4339	214,870	330,000	0	500,000	500,000	1,000,000	1,000,000
Los Patos/Cabrillo - Surface Trans Prgm	4339	0	4,000,000	0	4,250,000	4,250,000	4,250,000	4,250,000
Milpas Ramp Improv - Surface Trans Prgm	4339	9,985	1,200,000	25,000	1,525,000	1,525,000	1,525,000	1,525,000
Padaro - Surface Trans Program	4339	0	0	40,000	7,500	7,500	7,500	7,500
TIFIA - Surface Trans Prgm	4339	0	250,000	0	0	0	0	0
State of Good Repair Program	4339	0	0	0	40,000	40,000	40,000	40,000
Transit Intercity Rail Program	4339	0	0	0	11,731,000	15,723,650	15,723,650	15,723,650
Low Carbon Transit Operators Program	4330	0	0	0	0	0	0	206,000
<b>Intergovernmental Revenue - Local</b>								
Local Government Contributions	4840	0	0	0	105,000	105,000	105,000	105,000
<b>Other Financing Sources</b>								
Long Term Debt Proceeds- TIFIA	5921	0	29,878,700	29,878,700	0	0	0	0
<b>Total Revenues</b>		<b>22,538,199</b>	<b>62,053,900</b>	<b>48,380,449</b>	<b>53,606,400</b>	<b>57,599,050</b>	<b>58,099,050</b>	<b>58,305,050</b>
<b>Use (Source) of Available Fund Balance</b>		<b>12,913,830</b>	<b>(25,222,900)</b>	<b>(12,280,936)</b>	<b>14,725,800</b>	<b>14,992,450</b>	<b>14,992,450</b>	<b>14,992,450</b>
<b>Total Funding Sources</b>		<b>35,452,029</b>	<b>36,831,000</b>	<b>65,978,213</b>	<b>68,332,200</b>	<b>72,591,500</b>	<b>73,091,500</b>	<b>73,297,500</b>

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
**LTA Capital Programs (Measure A) - Comparative Expenditure Information**

<b>Expenditure Description</b>	<b>Account Number</b>	<b>Cash Basis Actual 2021-22</b>	<b>Adopted Budget 2022-23</b>	<b>Estimated Actual 2022-23</b>	<b>Proposed Budget 2023-24</b>	<b>Amendment #1</b>	<b>Amendment #3.1</b>	<b>Amendment #3.2</b>
<b>Services and Supplies</b>								
Communications	7050	0	1,500	0	1,300	1,300	1,300	1,300
Liability Insurance	7090	0	25,750	25,750	25,000	25,000	25,000	25,000
Audit Fees	7324	8,360	10,000	9,200	11,800	11,800	11,800	11,800
Janitorial & Building Maintenance	7362	0	400	0	0	0	0	0
Memberships	7430	2,500	3,500	2,700	4,000	4,000	4,000	4,000
Office Expense	7450	343,440	60,250	53,000	55,600	55,600	55,600	55,600
Postage	7451	0	0	0	0	0	0	0
Professional & Special Services	7460	35,088,747	36,620,800	36,000,000	67,983,000	67,974,300	68,474,300	68,680,300
Publications & Legal Notices	7530	175	0	0	0	0	0	0
Office Lease Costs	7580	0	3,400	0	0	0	0	0
Travel	7730	665	5,000	2,700	1,500	1,500	1,500	1,500
Utilities	7760	1,952	400	1,163	0	0	0	0
	Subtotal	<u>35,445,839</u>	<u>36,731,000</u>	<u>36,094,513</u>	<u>68,082,200</u>	<u>68,073,500</u>	<u>68,573,500</u>	<u>68,779,500</u>
<b>Other Financing Uses</b>								
Operating Transfers Out - TS Bike & Ped Prgms	7901	0	10,000	5,000	10,000	10,000	10,000	10,000
Operating Transfers Out - SC IR Transit CAE	7901	0	90,000	0	0	0	0	0
	Subtotal	<u>0</u>	<u>100,000</u>	<u>5,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
<b>Fixed Assets</b>								
Facility	8200	6,190	0	0	175,000	4,478,000	4,478,000	4,478,000
Buses	8300	0	0	0	65,000	30,000	30,000	30,000
	Subtotal	<u>6,190</u>	<u>0</u>	<u>0</u>	<u>240,000</u>	<u>4,508,000</u>	<u>4,508,000</u>	<u>4,508,000</u>
	Total Expenditures	<u><u>35,452,029</u></u>	<u><u>36,831,000</u></u>	<u><u>36,099,513</u></u>	<u><u>68,332,200</u></u>	<u><u>72,591,500</u></u>	<u><u>73,091,500</u></u>	<u><u>73,297,500</u></u>

# **APPENDICES**



**APPENDIX A**

**2023  
SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS  
BOARD OF DIRECTORS**

<u>Jurisdiction</u>	<u>Directors</u>	<u>Alternate</u>
1 <sup>st</sup> DISTRICT SUPERVISOR	DAS WILLIAMS	
2 <sup>nd</sup> DISTRICT SUPERVISOR	LAURA CAPPS	
3 <sup>rd</sup> DISTRICT SUPERVISOR	JOAN HARTMANN	
4 <sup>th</sup> DISTRICT SUPERVISOR	BOB NELSON	
5 <sup>th</sup> DISTRICT SUPERVISOR	STEVE LAVAGNINO ( <b>Vice-Chair</b> )	
BUELLTON	DAVE KING Mayor	JOHN SANCHEZ Councilmember
CARPINTERIA	AL CLARK Mayor	WADE NOMURA Councilmember
GOLETA	PAULA PEROTTE Mayor	KYLE RICHARD Councilmember
GUADALUPE	ARISTON JULIAN Mayor	LILIANA CARDENAS Councilmember
LOMPOC	JENELLE OSBORNE ( <b>Chair</b> ) Mayor	GILDA CORDOVA Councilmember
SANTA BARBARA	RANDY ROWSE Mayor	ERIC FRIEDMAN Councilmember
SANTA MARIA	ALICE PATINO Mayor	MARIBEL AGUILERA-HERNANDEZ Councilmember
SOLVANG	MARK INFANTI Mayor	ELIZABETH ORONA Councilmember

## 2022 SBCAG Board of Directors Roster (cont.)

### Ex-officio Members

#### Members of State Senate

S. Monique Limon  
19<sup>th</sup> Senate District

#### Members of State Assembly

Gregg Hart  
37<sup>th</sup> Assembly District

#### California Department of Transportation (CALTRANS) District 5

Richard Rosales  
Acting District Director, District 5

**APPENDIX B  
TECHNICAL PLANNING ADVISORY COMMITTEE  
2023 MEMBERSHIP ROSTER**

<b>JURISDICTION</b>	<b>MEMBER</b>	<b>ALTERNATE</b>
<b>BUELLTON</b> 107 West Highway 246 Buellton, CA 93427 (805) 686-0137	<b>ANDREA KEEFER</b> Planning Director	<b>SABINA ROAN</b> Associate Planner
<b>CARPINTERIA</b> 5775 Carpinteria Ave. Carpinteria, CA 93013 (805) 684-5405	<b>STEVE GOGGIA</b> Community Development Director	<b>NICK BOBROFF</b> Senior Planner
<b>GOLETA</b> 130 Cremona Goleta, CA 93117 (805) 961-7500	<b>ANNE WELLS</b> Advance Planning Manager <b>CHAIR</b>	<b>ANDY NEWKIRK</b> Senior Planner
<b>GUADALUPE</b> 918 Obispo Street Guadalupe, CA 93434 (805) 343-1340	<b>SHANNON SWEENEY</b> Director of Public Works	<b>VACANT</b>
<b>LOMPOC</b> 100 Civic Center Plaza Lompoc, CA 93436 (805) 736-1261	<b>BRIAN HALVORSON</b> Planning Manager	<b>GREG STONES</b> Principal Planner
<b>SANTA BARBARA</b> 630 Garden St. Santa Barbara, CA 93101 (805) 564-5470	<b>DAN GULLETT</b> Principal Planner	
<b>SANTA MARIA</b> 110 East Cook Street Santa Maria, CA 93454 (805) 925-0951 x 369	<b>DANA EADY</b> Planning Manager	<b>FRANK ALBRO</b> Principal Planner
<b>SOLVANG</b> 1644 Oak St. Solvang, CA 93463 (805) 688-5575	<b>SOPHIA CHECA</b> Planning Manager	<b>LAURIE TAMURA</b> Planning Consultant
<b>COUNTY OF SANTA BARBARA</b> 123 E. Anapamu St. Santa Barbara, CA 93101 (805)568-2072	<b>SELENA EVILSIZOR</b> Planner, Long Range Planning <b>VICE-CHAIR</b>	<b>DAN KLEMANN</b> Deputy Director, Long Range Planning

**SPECIAL DISTRICT REPRESENTATIVES**

**SB COUNTY AIR POLLUTION  
CONTROL DISTRICT**  
260 N. San Antonio Rd., Ste. A  
Santa Barbara, CA 93110  
(805)961-8800

**ALEX ECONOMOU**  
Air Quality Specialist

**JIM FREDRICKSON**  
Planning Division  
Supervisor

**APPENDIX C  
TECHNICAL TRANSPORTATION ADVISORY COMMITTEE  
2023 MEMBERSHIP ROSTER**

<b><u>JURISDICTION</u></b>	<b><u>MEMBER</u></b>	<b><u>ALTERNATE</u></b>
<b>BUELLTON</b> 107 West Highway 246 Buellton, CA 93427 - (805) 686-0137	<b>ROSE HESS</b> Public Works Director	<b>BRIDGET ELLIOTT</b> Tetra Tech
<b>CARPINTERIA</b> 5775 Carpinteria Avenue Carpinteria, CA 93013 - (805) 684-5405	<b>JOHN ILASIN</b> Public Works Director	VACANT
<b>GOLETA</b> 130 Cremona Goleta, CA 93117 - (805) 961-7500	<b>TERESA LOPES</b> Senior Project Manager	VACANT
<b>GUADALUPE</b> 918 Obispo Street Guadalupe, CA 93434 - (805) 343-1340	<b>SHANNON SWEENEY</b> Public Works Director	VACANT
<b>LOMPOC</b> 100 Civic Center Plaza Lompoc, CA 93436 - (805) 736-1261	<b>MICHAEL LUTHER</b> Public Works Director/City Engineer	<b>CRAIG DIERLING</b> Principal Civil Engineer
<b>SANTA BARBARA</b> 735 Anacapa Street Santa Barbara, CA 93101 - (805) 564-5318	<b>JESSICA GRANT</b> <b>CHAIR</b> Supervising Transportation Planning	VACANT
<b>SANTA MARIA</b> 110 East Cook Street Santa Maria, CA 93454 - (805) 925-0951	<b>GAMALIEL ANGUIANO</b> <b>VICE-CHAIR</b> Transit Services Manager	DAVID BEAS
<b>SOLVANG</b> 411 2nd St. Solvang, CA 93463 - (805) 688-5575	<b>RODGER OLDS</b> Public Works Director	<b>BRIDGET ELLIOTT</b> Tetra Tech
<b>COUNTY OF SANTA BARBARA</b> Public Works Department 123 E. Anapamu St. Santa Barbara, CA 93101 - (805) 568-3035	<b>CHRIS SNEDDON</b> Deputy Director Transportation	MARK FRIEDLANDER
<b>SPECIAL DISTRICT REPRESENTATIVES</b>		
<b>SB METROPOLITAN TRANSIT DISTRICT</b> 550 Olive St. Santa Barbara, CA 93101 - (805) 963-3364	<b>STEVE MAAS</b> Manager of Government Relations & Compliance	<b>HILLARY BLACKERBY</b> Marketing and Community Relations Manager
<b>SB COUNTY AIR POLLUTION CONTROL DISTRICT</b> 260 N. San Antonio Rd., Ste. A Santa Barbara, CA 93110 - (805)961-8800	<b>ALEX ECONOMOU</b> Air Quality Specialist	<b>JIM FREDRICKSON</b> Planning Division Supervisor
<b>CALTRANS DISTRICT V</b> 50 Higuera Street San Luis Obispo, CA 93401 - (805)549-3130	<b>INGRID MCROBERTS</b> Regional Planner	<b>MELISSA STREDER</b> Branch Chief, D5 Transportation Planning South

**APPENDIX D**  
**SANTA BARBARA COUNTY TRANSIT ADVISORY COUNCIL**  
**2023 MEMBERSHIP ROSTER**  
**(Page 1 of 2)**

<b>Representative of:</b>	<b>Voting Member</b>
LOCAL SOCIAL SERVICE PROVIDERS FOR PERSONS WITH DISABILITIES 3435 Richland Dr. #6 Santa Barbara, CA 93105 (805) 963-0595 ext. 105	<b>Lesner-Buxton, Jacob (Chair)</b> (NC)
LOCAL CTSA - Easy Lift 53 Gerald Cass Place, Suite D Santa Barbara, CA 93117 (805) 681-1623	<b>Paredes, Ernesto</b> (SC)
LOCAL SOCIAL SERVICE PROVIDERS FOR PERSONS OF LIMITED MEANS	<b>Diaz, Lee</b> (NC)
POTENTIAL TRANSIT USERS WHO IS 60 YEARS OF AGE OR OLDER	<b>VACANT</b> (SC)
AGRICULTURAL WORKERS	<b>VACANT</b> (NC)
TRANSIT USERS FROM SOUTHERN SANTA BARBARA COUNTY 230 W. Figueroa St, #8 Santa Barbara, CA 93101 (805) 963-5745	<b>Viriyincy, Oran Vice-Chair</b> (SC)
LOCAL SOCIAL SERVICE PROVIDERS FOR SENIORS Independent Living Resource Center 423 W. Victoria Street Santa Barbara, CA 93101 (805) 963-0595	<b>Löwen, Petra</b> (SC)
CITY OF LOMPOC TRANSIT (COLT) 100 Civic Center Plaza Lompoc, CA 93438 (805) 736-8368 (Airport)	<b>Fernbaugh, Richard</b> (NC)
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT (MTD) 550 Olive Street Santa Barbara, CA 93101 (805) 962-4794	<b>Blackerby, Hillary</b> (SC)
LOCAL SOCIAL SERVICE PROVIDERS FOR SENIORS Community Partners in Caring 111 N. Vine St. Santa Maria, CA 93454 (805)925-8000	<b>Contreras, Vilma</b> (NC)

**SANTA BARBARA COUNTY TRANSIT ADVISORY COUNCIL**  
**2023 MEMBERSHIP ROSTER**

**(Page 2 of 2)**

<b><u>Representative of:</u></b>	<b><u>Voting Member</u></b>
LOCAL CTSA - SMOOTH 240 East Roemer Way Santa Maria, CA 93454 (805) 922-8476	<b>Simas, Fil</b> (NC)
COUNTY TRANSIT 123 East Anapamu, 2nd Floor Santa Barbara, CA 93101 (805) 568-3576	<b>Friedlander, Mark</b> (NC)
POTENTIAL TRANSIT USERS WHO HAS A DISABILITY 1825 Chapala St., #29 Santa Barbara, CA	<b>VACANT</b> (SC)
LOCAL SOCIAL SERVICE PROVIDERS FOR PERSONS WITH DISABILITIES	<b>VACANT</b> (SC)
GUADALUPE TRANSIT 918 Obispo Street Guadalupe, CA 93434-0898 (805) 343-1340	<b>Sweeney, Shannon</b> (NC)
SANTA YNEZ VALLEY TRANSIT (SYVT) P.O. Box 107 Solvang, CA 93463 (805) 688-5575 x 222	<b>Olds, Rodger</b> (NC)
SANTA MARIA AREA TRANSIT (SMAT) 110 South Pine Street, Suite 101 Santa Maria, CA 93458-5082 (805) 925-0951 x 170	<b>Anguiano, Gamaliel</b> (NC)
TRANSIT USERS FROM NORTHERN SANTA BARBARA COUNTY 1095 W. McCoy #33 Santa Maria, CA	<b>Zoost, Ed</b> (NC)

**APPENDIX E**  
**MEASURE A CITIZENS OVERSIGHT COMMITTEE**

**Measure A Citizens Oversight Committee Roster 2023**

**At Large Members:**

Geoffrey Slaff  
Phillip Greene  
Carson Link

**North County Members:**

Mark Funkhouser  
Eric D. Melsheimer  
J. Lansing Duncan  
Tomas López

**South County Members:**

Mark Bradley  
Dennis Story  
Alissa Hummer  
Pat Saley

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**APPENDIX F  
CERTIFICATIONS AND ASSURANCES  
FOR FTA ASSISTANCE PROGRAMS**

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**FTA FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES**  
**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA**  
**ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS.)

Name of Applicant: SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

The Applicant agrees to comply with applicable provisions of Groups 01 – 20.     X    

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Category</u>	<u>Certification</u>
01. Required Certifications and Assurances for Each Applicant.	_____
02. Public Transportation Agency Safety Plans .	_____
03. Tax Liability and Felony Convictions.	_____
04. Lobbying.	_____
05. Private Sector Protections.	_____
06. Transit Asset Management Plan.	_____
07. Rolling Stock Buy America Reviews and Bus Testing..	_____
08. Urbanized Area Formula Grants Program.	_____
09. Formula Grants for Rural Areas.	_____
10. Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investments Grants Pilot Program.	_____
11.. Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
12. Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
13. State of Good Repair Grants.	_____
14. Infrastructure Finance Programs.	_____
15. Alcohol and Controlled Substances Testing.	_____
16. Rail Safety Training and Oversight.	_____
17. Demand Responsive Service.	_____
18. Interest and Financing Costs.	_____
19. Cybersecurity Certification for Rail Rolling Stock and Operations.	_____
20. Tribal Transit Programs	_____
21. Emergency Relief Program	_____

**FEDERAL FISCAL YEAR 2023 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Santa Barbara County Association of Governments

Name and Relationship of the Authorized Representative: Marjie Kirn, Executive Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal laws, regulations and requirements, follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2023 irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year 2023.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Marjie Kirn, Executive Director  
Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For: Santa Barbara County Association of Governments

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Rachel Van Mullem, County Counsel  
Attorney for Applicant

*Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.*

**Fiscal Year 2023/2024 California Department of Transportation  
Debarment and Suspension Certification**

*As required by U.S. DOT regulations on government wide Debarment and Suspension  
(Nonprocurement), 49 CFR 29.100:*

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's **Excluded Parties List System (EPLS)**, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

**DEPARTMENT OF TRANSPORTATION  
DEBARMENT AND SUSPENSION CERTIFICATION  
FISCAL YEAR 2023/2024  
SIGNATURE PAGE**

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Printed Name: Marjie Kirn, Executive Director

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For: Santa Barbara County Association of Governments

Signature\_\_\_\_\_ Date\_\_\_\_\_

Printed Name: Rachel Van Mullem, County Counsel of Applicant's Attorney

Signature\_\_\_\_\_ Date\_\_\_\_\_

## **FY 2023/2024 FHWA and FTA Metropolitan Transportation Planning Process Self-Certification**

In accordance with 23 CFR part 450, the California Department of Transportation and Santa Barbara County Association of Governments, the designated Metropolitan Planning Organization for the Santa Barbara, Santa Maria and Lompoc urbanized area(s), hereby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

- (1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

\_\_\_\_\_  
MPO Authorizing Signature

\_\_\_\_\_  
Caltrans District Approval Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G STRATEGIC PLAN IMPLEMENTATION**

**GOAL 1: TRANSPORTATION**

**Enhance mobility throughout Santa Barbara County through the implementation of transportation programs, projects and funding.**

**APPENDIX G: Strategic Plan Implementation**

<b><i>Strategy 1A: Implement the Measure A Plan</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
5824	LTA Program & Project Delivery Measure A	This Work Element strives to deliver Measure A-funded projects in a timely and cost-effective manner consistent with the Measure A Strategic Plan.	Ongoing
<b><i>Strategy 1B: Provide an array of traffic solutions and alternatives to transportation to reduce congestion (including widening 101, implementing Measure A promises and other methods), that meet the needs of sub-regional and inter-regional communities.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3810	Regional Transportation Plan- Sustainable Communities Strategy	The 2050 RTP-SCS prioritizes funding for transportation projects, including a variety of alternatives, in conjunction with the Measure A Strategic Plan and STIP. The adopted RTP evaluates transportation patterns against the backdrop of regional land use in the context of the SCS.	Update adopted August 2021
3840	Passenger Rail Service Planning	SBCAG is coordinating a commuter rail linkage between Ventura/Oxnard and Santa Barbara/Goleta as contemplated by the 101-In-Motion study. SBCAG is also a member of LOSSAN, a Joint Powers Authority which is seeking to improve intercity passenger rail service in the Amtrak Pacific Surfliner corridor.	In progress

<b><i>Strategy 1A: Implement the Measure A Plan</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3820	Alternative Transportation Planning and Support	SBCAG continues to coordinate with member agencies on local transit, bicycle and pedestrian planning efforts and the implementation of projects.	Ongoing
5824*	LTA Program & Project Delivery Measure A	Measure A provides an important source of funding for an array of transportation projects and alternatives as outlined in the Measure A Strategic Plan.	In progress
5830	Transportation Demand Management Ride Sharing Program	Focusing on transportation alternatives, this program promotes bicycling, TDM, transit, carpooling and other options for alternative commuting, seeking to raise awareness of existing alternatives and create new ones.	Ongoing

<b><i>Strategy 1C: Aggressively pursue State and federal funding for identified transportation projects.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3810	Regional Transportation Plan – Sustainable Communities Strategy	The RTP-SCS plans for transportation projects in a long-term planning horizon, identifying and programming available State and federal funding for this purpose.	Update adopted August 2021
3890	Transportation Improvement Program	Fundamental to obtaining federal and State transportation project funding are the FTIP, RTIP and STIP processes, the central mechanisms by which such funding is allocated to projects in the Santa Barbara region.	Ongoing

<b><u>Strategy 1D: Regularly assess regional and sub-regional transportation needs.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
2850	Travel Demand Forecasting	The travel model is an important tool for assessing regional and sub-regional transportation needs, which the RTP-SCS relies on. An update of the existing 4-step model to an activity-based model in conjunction with SLOCOG and AMBAG is underway.	New model development underway
3810	Regional Transportation Plan – Sustainable Communities Strategy	The RTP-SCS identifies future programmed, planned and illustrative projects based on identified needs and transportation modeling.	Update adopted August 2021.
3840	Passenger Rail Service Planning	In coordination with Caltrans and LOSSAN members, SBCAG assesses the need for rail system improvements and seeks to augment passenger rail services to meet regional needs.	In progress
3820	Alternative Transportation Planning and Support	This Work Element seeks to coordinate regional transit, bike and pedestrian network enhancements to promote transit, biking and walking as effective transportation modes and meet needs.	Ongoing
<b><u>Strategy 1E: Collaborate with member agencies to reach consensus on priorities and funding allocations.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Subregional Coordination	Collaboration with member agency staff on priorities and funding allocation happens directly through discussions between agency staff through the technical advisory committees and ultimately between Board members, beginning at the subregional level.	Ongoing



<b><i>Strategy 1E: Collaborate with member agencies to reach consensus on priorities and funding allocations.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1840	TDA Administration	TDA administration determines the prioritization of TDA funds for transit and other purposes in cooperation with member agencies and transit operators.	Ongoing
3810	Regional Transportation Plan - Sustainable Communities Strategy	RTP-SCS development requires dialogue and collaboration between SBCAG and member agency staff to identify and program available federal, State and local transportation funding.	Update adopted August 2021.
3890	Transportation Improvement Program	The FTIP, RTIP and STIP processes require discussion and consensus at the local level so that the region can act in unison in pursuing finite State and federal funding. SBCAG and member agency staffs coordinate on identifying funding priorities.	Ongoing
5820	Local Transportation Authority Measure A Admin.	In managing and allocating local Measure A sales tax revenues, SBCAG works closely with member agency staff and decision-makers to understand local funding priorities and facilitate collaboration between local governments on spending decisions.	Measure A plan adopted 2020
<b><i>Strategy 1F: Build positive working relationships with other local, State, and regional transportation agencies</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP Development and Monitoring	The OWP development process involves direct interaction with transportation agencies at all levels and is a key opportunity to review and discuss SBCAG’s work, progress and priorities. It is accordingly an important avenue for building and maintaining positive working relationships with these agencies.	FY 23/24 OWP in progress

<b><u>Strategy 1F: Build positive working relationships with other local, State, and regional transportation agencies</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Regular interaction between SBCAG, Caltrans and local agency public works staff through the TTAC helps to maintain an open dialogue and improve communication between staff in these agencies.	Ongoing
1840	TDA Administration	TDA administration provides a link between SBCAG staff, responsible State agencies and local transit operators that allows for dialogue about local and regional transit needs and priorities.	Ongoing
3810	Regional Transportation Plan – Sustainable Communities Strategy	In articulating project programming priorities for the region, the RTP process involves opportunities for identification of priorities and interests and direct collaboration between transportation agency staff at all levels.	Update adopted August 2021
3890	Transportation Improvement Program	In conjunction with the RTP process, TIP development shapes the programming of transportation projects and requires communication between transportation agency staff at all levels.	Ongoing
<b><u>Strategy 1G: Collaborate with agencies responsible for disaster planning to maintain mobility in the event of natural or manmade disasters.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Coordination with member agencies includes communication of local law enforcement and safety personnel on issues as required.	Ongoing

<b><u>Strategy 1G: Collaborate with agencies responsible for disaster planning to maintain mobility in the event of natural or manmade disasters.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
5810	Service Authority for Freeway Emergencies	SBCAG maintains a system of motorist aid call boxes on Santa Barbara highways and Freeway Service Patrol on South Coast 101 to help in cases of emergency. SBCAG collaborates with CHP and local law enforcement and safety agencies. SBCAG provides Transportation Demand Management Programs on congested freeways.	Ongoing

**GOAL 2: HOUSING**

**Reduce jobs and housing imbalance by facilitating consensus among member agencies regarding housing production goals.**

<b><i>Strategy 2A: Develop robust data collection and modeling tools to aid SBCAG and member agencies in analyzing housing trends and future needs.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
2820	Census Data Center	Gathering and analyzing Census data and population, employment and housing information are the first steps in addressing regional issues related to jobs-housing balance.	Ongoing
2850	Travel Demand Forecasting	The travel model is an important tool for assessing regional and sub-regional transportation needs, which together with the land use model allow robust modeling of future land use, housing and transportation scenarios in support of the SCS. An update of the existing 4-step model to an activity-based model in conjunction with SLOCOG and AMBAG is underway.	Model Upgrade underway
3810	Regional Transportation Plan - Sustainable Communities Strategy	Consistent with SB 375 mandates, the RTP-SCS analyzes alternative future land use and transportation scenarios that model the relationship between jobs, housing and transportation patterns.	Update adopted August 2021.
<b><i>Strategy 2B: Engage the State of California Department of Housing and Community Development (HCD) in ongoing dialogue focused on establishing housing goals that are acceptable to local agencies.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3816	Regional Early Action Planning	This project seeks to implement the RHNA plan and SCS.	Ongoing

<b><i>Strategy 2C: Implement effective public participation plans in concert with member agencies and other stakeholders, designed to facilitate a consensus about housing goals for the region.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Through TPAC, TTAC and the combined Joint Technical Advisory Committee (JTAC) and the Board-adopted Public Participation Plan, SBCAG worked with SBCAG member agencies, stakeholders and the public in planning the next RHNA cycle.	Ongoing
1830	Public Participation and Information	The agency-wide Public Participation Plan was updated to reflect the public participation program already adopted by the Board in 2019 to guide the SCS process and address environmental justice issues consistent with federal requirements.	Update completed 2019
2840	Regional Housing Policy & Regional Housing Needs Allocation	This project seeks to build consensus on regional housing needs and to complete the 6 <sup>th</sup> cycle RHNA process.	August 2021
3810	Regional Transportation Plan - Sustainable Communities Strategy	In September 2019, the Board adopted a three-phase Public Participation Plan to guide the RTP-SCS process. The plan assigns the JTAC responsibility for guiding this planning process, which dovetails with the housing needs allocation process in accord with SB 375. Extensive public outreach and engagement are at the heart of the plan.	Update adopted August 2021.

**GOAL 3: SUSTAINABLE COMMUNITIES**

**Meet greenhouse gas targets by facilitating consensus among member agencies in promoting sustainable communities.**

<b><u>Strategy 3A: Develop a Sustainable Communities Strategy through collaboration with local agencies that integrates planning processes for transportation, land use, and housing.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	JTAC has guided the development of the RTP, SCS and RHNA plan, ensuring communication and collaboration with SBCAG member agencies on important policy discussions and recommendations.	Ongoing
2850	Travel Demand Forecasting	The SCS planning process relies heavily on modeling tools to determine how future scenarios perform and State-mandated GHG reduction targets are met.	New models completed
3810	Regional Transportation Plan - Sustainable Communities Strategy	The RTP-SCS accommodates forecast growth and addresses its effect on transportation patterns and vehicle emissions consistent with SB 375 requirements.	Update adopted August 2021.

<b><u>Strategy 3B: Engage the State of California Air Resources Board (ARB) to establish greenhouse gas reduction goals that are acceptable to local agencies to ensure the Sustainable Communities Strategy meets the requirement of SB 375.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3810	Regional Transportation Plan - Sustainable Communities Strategy	SBCAG involved ARB staff in RTP-SCS development, sharing scenario modeling results from land use and travel models and the regional growth forecast. ARB accepted the adopted RTP-SCS as	Update adopted August 2021.

<b><u>Strategy 3B:</u></b> <i>Engage the State of California Air Resources Board (ARB) to establish greenhouse gas reduction goals that are acceptable to local agencies to ensure the Sustainable Communities Strategy meets the requirement of SB 375.</i>		
<b><u>Implementation Measure/ OWP Work Element</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
	adequate to meet regional GHG targets in 2022. SBCAG staff will continue to engage ARB staff in the next target-setting cycle.	

<b><u>Strategy 3C:</u></b> <i>Implement effective public participation plans and public relations strategies in concert with member agencies and other stakeholders, designed to facilitate a consensus about greenhouse gas emission goals for the region.</i>			
<b><u>Implementation Measure/ OWP Work Element</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>	
1820	Regional/Sub-regional Coordination	JTAC has been a primary forum for public participation and an important mechanism for coordination with member agencies. Following the Board-adopted Public Participation Plan, SBCAG worked with SBCAG member agencies, stakeholders and the public in planning of the 2050 RTP-SCS and 2023-2031 RHNA cycle.	ongoing
1830	Public Participation and Information	The agency-wide Public Participation Plan was updated to reflect the public participation program already adopted by the Board in 2019 to guide the SCS process, including the housing policy discussion that will happen in concert with the housing needs allocation process.	Update completed, 2019
3810	Regional Transportation Plan - Sustainable Communities Strategy	The plan assigns the JTAC responsibility for guiding this planning process, which dovetails with the housing needs allocation process in accord with SB 375. Extensive public outreach and engagement are at the heart of the plan.	Update adopted August 2021.

<b><u>Strategy 3D: Pursue local and State policies to create incentives for the reduction of greenhouse gases.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
3810	Regional Transportation Plan - Sustainable Communities Strategy	Development of the RTP-SCS entailed study and evaluation of a range of approaches to meet vehicle emission and GHG reduction targets, including incentive-based approaches.	Update adopted August 2021.
5830	Traffic Solutions Program	SBCAG's Traffic Solutions Program is one example of a successful, incentive-based program to promote commute alternatives through employer-based Transportation Demand Management programs, alternative commute competitions and other, similar measures.	Ongoing



**GOAL 4: MEMBER AND COMMUNITY SERVICES**

**Serve as a source of expertise, information and facilitation to aid member agencies in meeting their transportation and land use objectives and other regional interests requiring strong collaboration among the partners.**

<b><u>Strategy 4A: Engage with member agencies and the community to aid member agencies in meeting their transportation and land use objectives and other regional interests requiring strong collaboration among the partners.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Through the technical advisory committees and sub-regional committees, SBCAG engages member agencies to understand and address member agency objectives in a collaborative process.	Ongoing
1830	Public Participation and Information	SBCAG's public information program provides a regular process for public participation in agency decision making through open meetings, notice of pending decisions and outreach to interested community groups.	Ongoing
3810	Regional Transportation Plan – Sustainable Communities Strategy	The RTP-SCS is one important mechanism by which SBCAG is able to collaborate with member agencies and the community on the programming of transportation projects and funding to meet member agency objectives. Through the incorporation of the SCS, the RTP considers the effects of project programming decisions on overall transportation patterns in the region.	Update adopted August 2021.
5820	Local Transportation Authority Measure A Admin.	In managing and allocating local Measure A sales tax revenues, SBCAG works closely with member agency staff and decision-makers to understand local funding priorities and facilitate collaboration between local governments on spending decisions.	Ongoing

<b><u>Strategy 4B: Implement formal and informal methods for obtaining feedback from member agencies, including Board members and staff of those agencies, about their satisfaction with SBCAG's services.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Using the vehicles of the technical advisory committees and sub-regional committees, as well as informal agency staff and Board contacts, SBCAG staff will regularly solicit feedback from member agencies on SBCAG performance.	Ongoing

<b><u>Strategy 4C: Implement public relations strategies to increase public awareness of SBCAG, its role, challenges and accomplishments.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1830	Public Participation and Information	As part of the update of SBCAG's public participation plan, SBCAG included a new public relations component laying out marketing strategies to increase public awareness of SBCAG. As one recent measure, SBCAG has agreed with member agencies on a plan for placing signs on all Measure A projects to raise awareness of the use of Measure A funding and SBCAG's role.	Update completed 2019
3810	Regional Transportation Plan - Sustainable Communities Strategy	As part of RTP-SCS development, SBCAG staff undertook an extensive public outreach effort to engage the public and stakeholder groups. This public outreach effort helped to raise public awareness of SBCAG.	Update adopted August 2021.
5830	Traffic Solutions Program	The Traffic Solutions Program engages directly with the public across the region to promote alternative commuting options and in	Ongoing

<b><u>Strategy 4C: Implement public relations strategies to increase public awareness of SBCAG, its role, challenges and accomplishments.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
		so doing increases awareness of SBCAG's important role in this area.	
<b><u>Strategy 4D: At least twice yearly, facilitate a process with the county and city managers to hear their feedback about goal achievement and to obtain suggestions for changes to better meet member agencies' interests.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	The SBCAG Executive Director meets quarterly with County and City managers to discuss issues of regional importance. At least every 6 months, feedback about goal achievement and suggestions for changes will be sought through the managers' meetings.	Ongoing
<b><u>Strategy 4E: Ensure issues and projects are fully vetted by technical advisory committees and sub-regional committees before review by the board.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	SBCAG staff is committed to working closely with local agency staff through the technical advisory committees to vet issues and projects fully before bringing them to the Board. Before hearing by the full Board, projects and issues are brought to the subregional committees as appropriate.	Ongoing

<b><u>Strategy 4F: Ensure that all SBCAG Board members are well-informed.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1820	Regional/Sub-regional Coordination	Through regular and informal contacts with Board members and local agency staff, SBCAG will update Board members on important projects and issues.	Ongoing

**GOAL 5: ORGANIZATIONAL EXCELLENCE**

**Be the standard bearer of excellence for regional agencies.**

<b><i>Strategy 5A: Create a workplace that attracts and retains highly competent professionals with a commitment to excellence in achieving SBCAG's mission, vision, values and goals and the ability to work collaboratively with member agencies.</i></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>• Ensure SBCAG's mission, vision, values and goals maintain a prominent status within the organization.</li> <li>• Create a fun, safe and inspiring workplace that fosters loyalty and dedication to public service and SBCAG.</li> <li>• Provide leadership development opportunities via Leadership Santa Barbara and memberships in professional and community organizations.</li> <li>• Support and fund membership in professional associations that relate to the work of SBCAG.</li> <li>• Promote a customer-service culture of collaboration and mutual respect both within SBCAG and with external partners, Board members and member agencies.</li> </ul>	Ongoing

<b><u>Strategy 5B: Implement best practices for accountability, performance management, efficiency and effectiveness.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>Review and revise existing performance evaluation system and metrics in order to ensure Strategic Plan and OWP goals and objectives are met or exceeded.</li> <li>Benchmark agency performance against similar organizations with an eye toward opportunities to increase effectiveness and reduce expenses.</li> <li>Work toward building an adequate General Fund balance and a Reserve Fund.</li> </ul>	Ongoing

<b><u>Strategy 5C: Ensure that staff has the resources and skills necessary to do their jobs well.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>Identify skill development, training opportunities, and needs through the annual performance review process.</li> <li>Ensure adequate funding for training and tools necessary for employees to perform to SBCAG's standards of excellence.</li> <li>Coordinate with APCD to provide an IT platform and services that enhance and facilitate the work of SBCAG and its employees.</li> </ul>	Ongoing

<b><u>Strategy 5D: Foster a work environment that values collaboration, communication and quality public service.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>• Create an environment that fosters commitment to collaboration, on-going communication and quality service to the public.</li> <li>• Provide regular opportunities for staff to interact with member agencies; ensuring quality communication and relationships.</li> </ul>	Ongoing

<b><u>Strategy 5E: Develop confidence and trust in SBCAG's staff at all levels.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>• Improve and increase communication with member agencies and board members.</li> <li>• Practice “no surprises” when dealing with member agencies and Board members; provide adequate time to review data and ask questions.</li> <li>• Provide opportunities for social interaction with member agency staffs and Board members to foster better relationships.</li> <li>• Anticipate needs of others while providing consistent, quality support, and customer service without being asked to do so.</li> </ul>	Ongoing

<b><u>Strategy 5F: Implement best practices for continuous process improvement.</u></b>			
<b><u>Implementation Measure/ OWP Work Element</u></b>		<b><u>Description</u></b>	<b><u>Status</u></b>
1810	OWP preparation, implementation and regulatory compliance	<ul style="list-style-type: none"> <li>• Continue to network with other agencies and professional associations to ensure SBCAG is employing best practices</li> <li>• Actively solicit new ideas and suggestions from staff</li> <li>• Continuously evaluate policies and procedures for opportunities for improvement.</li> <li>• Foster an environment that rewards and recognizes continuous process improvement.</li> </ul>	Ongoing



**APPENDIX H**  
**EXECUTED GRANT FUNDING**

**PROGRAM SUPPLEMENT NO.** R57 Rev. 1  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO** 00183S

**Adv. Project ID** 0518000202  
**Date:** September 09, 2022  
**Location:** 05-SB-05-SBCAG  
**Project Number:** LPPSB1L-6090(087)  
**E.A. Number:**  
**Locode:** 6090

This Program Supplement, effective 06/27/2018, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00183S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/17/2008 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 07-10 approved by the ADMINISTERING AGENCY on 6/21/2007 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

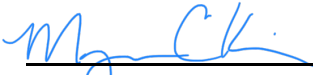
**PROJECT LOCATION:** South of the Community of Summerland along North Padaro Lane on the coast side of HWY 101

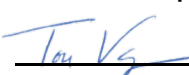
**TYPE OF WORK:** Pedestrian and Bike Path **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
			LOCAL	OTHER
\$1,003,000.00	SB1 LPP fu	\$793,000.00	\$210,000.00	\$0.00

**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By   
 Title Executive Director  
 Date 10/21/2020  
 Attest \_\_\_\_\_

By   
 For **Chief, Office of Project Implementation**  
**Division of Local Assistance**  
 Date 10/21/2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 9/9/22 \$793,000.00

05-SB-05-SBCAG  
LPPSB1L-6090(087)

**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. Sutter County has delegated project implementation and administration responsibilities to the City of Yuba City for this project. Sutter County is the responsible agency for this project and will continue to submit invoices to Caltrans for work performed.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
5. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Local Partnership Program (LPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted LPP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the LPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

05-SB-05-SBCAG  
LPPSB1L-6090(087)

**SPECIAL COVENANTS OR REMARKS**

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.

2) Submit a Completion Report after each phase using LPP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.

6. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Solutions for Congested Corridor Program (SCCP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted SCCP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the SCCP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.

2) Submit a Completion Report after each phase using SCCP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT

05-SB-05-SBCAG  
LPPSB1L-6090(087)

**SPECIAL COVENANTS OR REMARKS**

construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.

7. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

# SBCAG FY 2023-24 Overall Work Program and Budget

DEPARTMENT OF TRANSPORTATION

FINANCE LETTER

Date: 10/21/2022 EA No:  
 D\_CO\_RT: 05-SB-05-SBCAG  
 Project No: LPPSB1L-6090(087)  
 Adv Project Id: 0518000202  
 Project End Date:

To: Santa Barbara County Association of Govern

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE (LPP) /SB1L	STATE (SCCP) /SB1L	LOCAL
Enviromental Studies & Permits	Lump Sum	\$60,000.00	\$60,000.00	\$30,000.00	\$0.00	\$30,000.00
Plans, Specifications & Estimates	Lump Sum	\$220,000.00	\$220,000.00	\$110,000.00	\$0.00	\$110,000.00
Right of Way	Lump Sum	\$140,000.00	\$140,000.00	\$70,000.00	\$0.00	\$70,000.00
Construction	Lump Sum	\$513,000.00	\$513,000.00	\$0.00	\$513,000.00	\$0.00
Agency Construction Engineering	Lump Sum	\$70,000.00	\$70,000.00	\$0.00	\$70,000.00	\$0.00
<b>Totals:</b>		<b>\$1,003,000.00</b>	<b>\$1,003,000.00</b>	<b>\$210,000.00</b>	<b>\$583,000.00</b>	<b>\$210,000.00</b>

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature:   
 Title: HQ Area Engineer

For questions regarding finance letter, contact:  
 Printed Name : Tou Vang  
 Telephone No: 279-599-4028

Remarks: CTC allocated SCCP State-Only funds in the amounts of \$513,000 and \$70,000 for Construction and Construction Engineering respectively at their August 18, 2022 meeting.  
The \$1,187,000 in Construction and Construction Engineering savings was allocated towards PPNO 2896 under Resolution SCCP-A-2223-01 at the CTC August 18, 2022 meeting.  
2018 LPP/SCCP Project - SB1 Funds - North Padaro Coastal Access Improvements - PPNO 2893

ACCOUNTING INFORMATION										LPPSB1L-6090(087)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*	APPROVED AMOUNT	EXPIRATION DATE			
0518000202	22109	2030210350		\$583,000.00	2122	\$0.00	\$583,000.00	06/30/27					
0518000202	18601	2030210200		\$210,000.00	1718	\$127,099.25	\$82,900.75	06/30/23					

\*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.  
 \*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

SBCAG FY 2023-24 Overall Work Program and Budget

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**STANDARD AGREEMENT** (02/21/2020)  
 DOT-213A (REV 12/2019)

AGREEMENT NUMBER <b>64RO21-01661</b>	AMENDMENT NUMBER
-----------------------------------------	------------------


- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION  
 CONTRACTOR: **Santa Barbara County Association of Governments**
- The term of this Agreement is:  
 FROM: **January 20, 2020** TO: **June 30, 2026**
- The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.  
 Exhibit A - Project Summary and Scope of Work  
 Article I - Project Management and Payment Provisions  
 Article II - General Terms and Conditions  
 Article III - Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		For Department of Transportation Use only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Santa Barbara County Association of Governments</b>		
BY (Authorized Signature in Blue Ink)  Marjorie C. Kirn	DATE SIGNED Apr 11, 2022	
PRINTED NAME AND TITLE OF PERSON SIGNING Marjie Kirn, SBCAG Executive Director		
ADDRESS <b>260 North San Antonio Road Suite B, Santa Barbara, CA</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue Ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>WENDY KING, Chief, Office of Transit Grants and Contracts</b>		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	6	2020	21102F	0890	3010060	0021000229	3744	049	20/21

Amount encumbered by this document:	<b>\$334,347.00</b>
Prior amount encumbered for this contract:	<b>\$0.00</b>
Total amount encumbered to date:	<b>\$334,347.00</b>

SIGNATURE OF ACCOUNTING OFFICER (Authorized Signature in Blue Ink) 	DATE SIGNED
-----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2022-053	2/25/2022	20.509	CRRSAA	789509382	N/A	N/A

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK**

1. Project Description and Schedule:

Funding Program: CRRSAA

Hours when PROJECT shall operate: Start Time: 5:15 a.m. End Time 6:30 p.m.

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: Santa Maria, Lompoc, Buellton, Solvang, Santa Barbara County

Detailed Description of Work:  
operating assistance

Contract Projects: ALI Code	A	B	C	A + B + C	Toll Credits
	Federal \$	State \$	Local \$	Line Item Total \$	
300908	\$334,347	\$0	\$0	\$334,347	\$0

*\* The standard Federal Share and Local Matching Fund requirements are listed below. The Federal Share and Local Matching Fund requirements may vary from the amounts shown if Toll Credits in lieu of Local Share have been approved in advance by the Grant Administrator and are awarded by the Program Manager. When Toll Credits are awarded, the Effective Federal Share percentage must be calculated by dividing the Federal \$ by Line Item Total \$.*

<u>FTA Program</u>	<u>Operating Projects</u>	<u>All Other Projects</u>
5311/5311(f)	55.33% Federal / 44.67% Match	88.53% Federal / 11.47% Match
5310	50.00% Federal / 50.00% Match	80.00% Federal / 20.00% Match
5339	N/A	85.00% Federal / 15.00% Match
CMAQ	88.53% Federal / 11.47% Match	88.53% Federal / 11.47% Match

**Performance Period (when expenses may be incurred) and Other Key Project Dates:**

Performance Period Start 1/20/2020  
Performance End 6/30/2026  
Last Date to Amend 5/1/2026  
Final Invoice Due 7/30/2026

**Caltrans Project Contact:**

Contact Name	Email Address	Phone Number
Vivian Miller	vivian.miller@dot.ca.gov	(916) 654-7076



2. Transportation Services Category: The Project is in the Transportation Services Category marked "X" below. The parties agree that the provisions of that portion of Article I Section 27 that is correspondingly-lettered to the subsection marked "X" below shall apply to this Agreement.

- A. Operating Assistance (5310, 5311, 5311(f))
- B. Preventive Maintenance (5311, 5311(f))
- C. Planning (5311, 5311(f))
- D. Capital Project (Vehicle/Equipment) (5310)
- E. Capital Project (Vehicle/Equipment) (5311, 5311(f), CMAQ, 5339)
- F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)
- G. Mobility Management (5310)
- H. Transfer of Used Vehicle/Equipment (5310)
- I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

3. Special Warranty Conditions: If the following statement is marked "X" below, the Project is subject to 49 USC Section 5333(b) Special Warranty, which is applicable to 5311, 5311(f), 5339 and Congestion Mitigation and Air Quality (CMAQ) Programs. If the Project is subject to the Special Warranty, the parties agree that this Agreement shall be subject to the provisions of Exhibit A Section 4, which bears the heading name 49 USC Section 5333(b) Special Warranty for 5311, 5311(f), CMAQ and 5339 Programs.

- Project is subject to 49 USC Section 5333(b) Special Warranty.

**4. 49 USC SECTION 5333(b) SPECIAL WARRANTY FOR 5311, 5311(f), CMAQ AND 5339 PROGRAMS**

A. This PROJECT is subject to 49 USC Section 5333(b) (formerly Section 13(c)) "Documentation and Agreement by Subrecipient to Terms and Conditions of 49 USC Section 5333(b) Special Warranty" (Special Warranty).

B. Name and Address of Subrecipient:  
Agency Name: Santa Barbara County Association of Governments  
Agency Address: 260 North San Antonio Road Suite B  
Santa Barbara, CA

C. PROJECT Description:  
300908

D. County and Service Area of PROJECT:

E. List of all current operators of public transportation (including CONTRACTOR) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal 5311, 5311(f), CMAQ or 5339 Program funding assistance even if they are not currently recipients, human service agency providers that provide transportation to the general public, and taxi operators providing shared-ride transportation on a regular and continuing basis:

Public Transportation Operators	Labor Organizations (or N/A)
NA	NA

F. The Special Warranty may refer to the CONTRACTOR as a subrecipient (Subrecipient).

G. Because the PROJECT(s) is subject to the Special Warranty, the terms of the United States Department of Labor Nonunion Protective Arrangement (USDOL Nonunion Protective Arrangement), are applicable. The Subrecipient shall be fully knowledgeable of the terms and conditions of the Special Warranty and the USDOL Nonunion Protective Arrangement and agrees to comply with those same terms and conditions for the duration of the PROJECT. The text of the USDOL Nonunion Protective Arrangement is available from the United States Department of Labor. Furthermore, these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, and the Subrecipient, entered into with respect to the subject PROJECT.

H. For the purposes of the Special Warranty for the 5311, 5311(f), CMAQ and 5339 Programs, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

**ARTICLE I**

**PROJECT MANAGEMENT AND PAYMENT PROVISIONS**

1. The Governor of the State of California has designated the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) as the sole agency to be the Recipient of Federal Transit Administration (FTA) grant programs that are described below. The FTA receives its authority from Chapter 53 of Title 49 of the United States Code (USC).
2. The following terms, when appearing in all capitals within this Agreement, are defined as follows.
  - A. AGREEMENT: This Agreement, including all of its Articles, Exhibits and incorporated references, as executed by the parties signing the Agreement.
  - B. APPLICATION: The Application for federal assistance filed by the Contractor as a prerequisite to receive the funding awarded under this Agreement. The Application is kept on file by Caltrans DRMT and is hereby incorporated into this Agreement.
  - C. CONTRACTOR: The local agency that is party to this Agreement, and may be referred to as a Subrecipient, and that has been granted Federal Transit Administration funds by Caltrans DRMT for the purposes of carrying out the Project described in this Agreement. In certain circumstances, the Contractor may be referred to as an Awarding Agency.
  - D. PROJECT: Transportation services, as marked in Exhibit A and further described in Article I, which are performed by the Contractor and funded by FTA grant funds under the terms of this Agreement.
  - E. STATE: The State of California's Department of Transportation, Division of Rail and Mass Transportation, a governmental subdivision of the State of California.
  - F. SUBCONTRACTOR: A third-party subrecipient or subawardee that performs work related to this Project for the Contractor. Federally-required clauses in this Agreement that apply to the Contractor also apply to subrecipients and/or subawardees of the Contractor. In some cases, the clause must appear verbatim in the document governing the subaward. A Subcontractor is subject to all federal requirements that apply to the Contractor.
3. The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
  - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. The terms and conditions in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, are expressly incorporated herein for any project funded by the 5310 Program.
  - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and/or the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a Recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for Recipients or as Subrecipients. The terms and conditions in FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated November 24, 2014, (5311 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this AGREEMENT, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
  - C. Congestion Mitigation and Air Quality Program (CMAQ Program). CMAQ Program funds that are transferred from the Federal Highway Administration (FHWA) to FTA to use for transit projects are subject to the program requirements that are applicable to the Section 5311 program. Prior to project selection and programming, projects eligible for funding from the CMAQ Program must meet certain criteria set by FHWA. Refer to FHWA's Interim Program Guidance, dated November 12, 2013, (CMAQ Circular), which is available at the following website:

- [https://www.fhwa.dot.gov/environment/air\\_quality/cmag/policy\\_and\\_guidance/2013\\_guidance/cmag2013.pdf](https://www.fhwa.dot.gov/environment/air_quality/cmag/policy_and_guidance/2013_guidance/cmag2013.pdf).
- D. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to provide funding to eligible agencies for the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. The terms and conditions in FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5339 Program.
  4. This AGREEMENT is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
  5. This AGREEMENT is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA. The CONTRACTOR agrees to comply with all federal agreements and policy guidance related to the programs, including, but not limited to, the following:
    - A. USDOT Master Agreement (26), dated October 1, 2019, (USDOT Master Agreement) and any later revision thereto.
    - B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, as revised through March 18, 2013, (Third-Party Contracting Circular) and any later revision thereto.
    - C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" dated October 1, 2012, (Title VI Circular) and any later revision thereto.
    - D. FTA Circular 5010.1E, "Award Management Requirements" dated March 21, 2017, as revised through July 16, 2018, (Award Management Circular) and any later revision thereto.
    - E. "FTA Project and Construction Management Guidelines" published March 2016, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
    - F. Fiscal Year 2020 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements dated October 1, 2019.
  6. This AGREEMENT is governed by the Caltrans State Management Plan (SMP), dated June 2019, which is available at the Caltrans DRMT website (<https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan>).
  7. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
  8. The CONTRACTOR's APPLICATION for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for project approval. The purpose of this AGREEMENT is to implement the approved PROJECT.
  9. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the APPLICATION for federal assistance, which is on file with the STATE and which is hereby expressly incorporated into this AGREEMENT.
  10. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the APPLICATION.
  11. The CONTRACTOR agrees to complete the defined PROJECT described in the APPLICATION, which adopts all of the terms and conditions of this AGREEMENT.
  12. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
  13. Transportation services under this AGREEMENT shall be provided for a minimum of 20 hours per week.
  14. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this AGREEMENT is executed. In the event that funds are not appropriated for the purpose of this AGREEMENT in an amount sufficient to allow the encumbrance of grant funds in accordance with this section, the parties agree that this AGREEMENT will terminate at the end of the State fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this AGREEMENT shall remain in effect until the PROJECT is completed under the terms of this AGREEMENT. Upon closeout of this AGREEMENT, any unreimbursed funds will revert as described in Article I and no further invoices shall be paid to CONTRACTOR.
  15. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for the PROJECT cannot be carried over more

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- than one (1) year by the CONTRACTOR.
16. Invoices shall be submitted no more frequently than once per month for the PROJECT.
  17. Invoices shall be submitted through the STATE's current Electronic Grants Management (EGM) system. At the time of this AGREEMENT, the STATE's designated EGM system was BlackCat Transit, its successors or assigns. This reference to the EGM System extends to any other replacement system the STATE may designate.
  18. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
  19. Invoices shall meet all the requirements of this AGREEMENT and be itemized in a manner consistent with the budget for the PROJECT as found in the APPLICATION. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Article I), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
  20. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons" that are exempt from sales tax under California Revenue and Taxation Code Section 6369.4.
  21. Only work performed or goods or services that are received during the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates when work was performed or goods or services were received.
  22. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
    - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA and with the SMP.
    - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA and with the SMP.
  23. Direct and Indirect Costs.
    - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230 (as determined in Article I, Section 18) and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities, must be adequately supported with proper documentation.
    - B. For Public Agencies only, in all programs except the 5310 Program, indirect costs may be approved for reimbursement at the discretion of the STATE and Program Manager. If allowed, indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Independent Office of Audits and Investigations prior to submitting any invoices for reimbursement for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.
    - C. Under no circumstances are indirect costs an allowable expense for a 5310 Program Project.
  24. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this AGREEMENT shall be made on a reimbursement basis and in arrears only for actual eligible costs.
  25. Incomplete or disputed invoices shall be returned unpaid to the CONTRACTOR for correction. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
  26. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the

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- CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share. The Federal Share percentage may vary if the STATE has authorized the use of Transportation Development (Toll) Credits in lieu of required matching Local Share as described in Exhibit A.
27. Final invoice shall be submitted to the STATE as stipulated in Exhibit A. If a Final Invoice Date is not specified in Exhibit A, a final invoice shall be submitted no later than ninety (90) days after the expiration of this AGREEMENT.
  28. Project Closeout.
    - A. For all programs, any remaining balance/cost savings shall be returned to STATE for redistribution or reallocation. The redistribution or reallocation shall be in conformance with the following conditions:
      1. Rules of the program as described in the SMP, except that savings attributable to a project in the 5311 Program may be redistributed or reallocated in either the 5311 Program or the 5311(f) Subprogram;
      2. The federal apportionment which was utilized to fund the PROJECT;
      3. Consistent with the requirements of the federal grant which obligated the funds;
      4. In compliance with all Federal Transportation Improvement Plan (FSTIP) requirements.
    - B. Upon successful completion of the PROJECT or upon termination of this AGREEMENT by the STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
  29. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the CONTRACTOR's application for federal assistance.
  30. The CONTRACTOR agrees to perform this PROJECT in accordance with all of the terms and conditions of this AGREEMENT and the APPLICATION pertaining to this PROJECT.
  31. The parties agree that only the following subsection of Article I Section 31 that matches the correspondingly-lettered subsection marked with an "X" in Exhibit A Section 2 Transportation Services Category shall apply to this AGREEMENT.

**A. Operating Assistance (5310, 5311, 5311(f))**

1. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A of this AGREEMENT and the APPLICATION.
3. The PROJECT period for which transit operational expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.
4. Subcontracts for third-party services, including Third-Party Operating, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.
5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
  - a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to ordering a vehicle or other equipment. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
  - b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
  - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
  - d. All reimbursement requests shall be submitted to the STATE through its EGM system.
  - e. Any such Local Procurement shall:
    - i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
    - ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
    - iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.
6. If the PROJECT is funded by the 5310 Program and includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

**B. Preventive Maintenance (5311, 5311(f))**

1. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body-exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis.
2. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this AGREEMENT shall not exceed the estimated cost specified in Exhibit A.
3. The PROJECT Period for which Preventive Maintenance expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.
4. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to the percentage of total PROJECT costs as specified in Exhibit A, but not to exceed the amount encumbered in this AGREEMENT.
5. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner.
6. Subcontracts for third-party services, including Preventive Maintenance, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.
7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
  - a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
  - b. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
  - c. All reimbursement requests shall be submitted to the STATE through its EGM system.
  - d. Any such Local Procurement shall:
    - i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
    - ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
    - iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.



**C. Planning (5311, 5311(f))**

1. Planning activities must be directed specifically at the needs of rural areas in the state and be included in the Planning Work Program. Eligible activities support efforts to:
2. Develop transportation plans and programs,
3. Plan, engineer, design and evaluate a public transportation project, and
4. Conduct technical studies relating to public transportation.
5. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.
6. Subcontracts for third-party services, including Planning, are considered Local Procurements As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.
7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
  - a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
  - b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
  - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
  - d. All reimbursement requests shall be submitted to the STATE through its EGM system.
  - e. Any such Local Procurement shall:
    - i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
    - ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
    - iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

**D. Capital Project (Vehicle/Equipment) (5310)**

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to nonprofit and public agencies without prejudice. Purchase order requirements are further detailed in Article III. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. Public Agencies may purchase Vehicles using any one of the following three methods.
  - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
  - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
  - c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.
6. Nonprofit Agencies may purchase Vehicles using either of the following two methods.
  - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
  - b. CONTRACTOR may purchase vehicles through its own procurement procedures. Nonprofit Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Any Vehicle(s) purchased by the STATE for a Nonprofit Agency, shall be from a STATE-approved Contract.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a vehicle or other equipment.
  - a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
  - b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
  - c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
  - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.
  - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation from programs other than USDOT programs except for funds from USDOT Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.

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10. Timely Commencement of Local Procurement Activities. After receiving written approval from the STATE, CONTRACTOR shall initiate Local Procurement in a timely manner. For a Vehicle purchase, CONTRACTOR shall conduct the procurement in accordance with the schedule currently on file with the STATE and approved by the Program Manager. For the purchase of Other Equipment, CONTRACTOR shall purchase approved PROJECT equipment within three months of AGREEMENT execution. If the purchase is for on-board equipment for a new Vehicle, the purchase shall be made within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Article II.
11. Required Documents for Reimbursement. Upon receipt of complete documentation for the procurement and of the DBE Actual Payment Form, the STATE will reimburse the CONTRACTOR for the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of a vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

**E. Capital Project (Vehicle/Equipment) (5311, 5311(f), 5339, CMAQ)**

1. New PROJECTs for equipment or new vehicles shall not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) or California Vehicle Code Section 100-680.
2. CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A and the APPLICATION.
3. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon the STATE's reimbursement of CONTRACTOR's invoice(s) for FTA-allowable portions of PROJECT costs. Reimbursements will only be allowed after execution of this AGREEMENT.
4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.
5. Public Agencies may purchase Vehicles using any one of the following three methods.
  - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
  - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
  - c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.
6. Any Vehicle(s) purchased by the STATE for a Public Agency shall be from a STATE-approved Contract.
7. The following provisions regarding Local Share apply to any CONTRACTOR for whom the STATE is purchasing a vehicle or other equipment.
  - a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
  - b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
  - c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
  - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.

**F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)**

1. For Real Estate Acquisition, the CONTRACTOR must perform each of the procedures below pursuant to the Award Management Circular, 2 CFR Part 200, 49 CFR Part 24 Subpart B, and the FTA Master Agreement.
  - a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
  - b. The conduct of an independent appraisal by a certified appraiser.
  - c. The requirement for a review appraisal of the initial appraisal.
  - d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
  - e. If the CONTRACTOR is leasing the property, incidental use of acquired real property as a means to supplement transit revenues.
  - f. Disposition of excess real property by sale, lease, donation, transfer to other programs, or other conveyance methods.
  - g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.
2. For Construction Projects, CONTRACTOR must submit a Plans, Specifications, and Estimate (PS&E) Checklist. CONTRACTOR shall certify that the PROJECT was designed and prepared for advertisement in accordance with applicable sections regarding "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200, the Third-Party Contracts Circular, "Construction Management and Oversight" section of the 5311 Circular, the FTA "Projects and Construction Management Guidelines", and the FTA "Best Practices Procurement Manual".
3. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771 regarding environmental impact and related procedures.
4. CONTRACTOR understands and agrees that all documents relating to this PROJECT may be reviewed by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR also understands and agrees that if deficiencies are found in subsequent reviews, the following actions may be taken:
  - a. Where minor deficiencies are found, PS&E Certification for future projects may be conditionally approved or not accepted until the deficiencies are corrected.
  - b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and state laws will not be accomplished by the PROJECT, federal funding may be withdrawn at the discretion of the Office Chief of Federal Transit Grants Programs.
5. For the purpose of carrying out the PROJECT, the Real Estate Acquisition/Construction PROJECT is to be purchased and/or constructed, at costs not to exceed the estimated cost specified in Exhibit A.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

**G. Mobility Management (5310)**

1. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the APPLICATION, which is on file with the STATE and which is subject to all the terms and conditions of this AGREEMENT.
2. All Mobility Management PROJECTs require a Detailed Implementation Plan as a part of the Project Application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this AGREEMENT at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
3. Invoices for all Mobility Management PROJECTs shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.
4. Subcontracts for third-party services, including Planning, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR is subject to the provisions of Article II Section 46. Bid or Proposal and Third-Party Contract Award of this AGREEMENT.
5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
  - a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
  - b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
  - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
  - d. All reimbursement requests shall be submitted to the STATE through its EGM system.
  - e. Any such Local Procurement shall:
    - i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
    - ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
    - iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

**H. Transfer of Used Vehicle/Equipment (5310)**

1. The STATE will evaluate potential transfer need for vehicle/equipment on a case-by-case basis. The CONTRACTOR will submit the following information for the State to make its determination:
  - a. Project Description and Justification for Funding Request (Replacement or Expansion);
  - b. Proposed Service and Operating Plan (including map of service area);
  - c. Existing Transportation Services (current fleet);
  - d. Proposed Transportation Services; and
  - e. Signed Certifications and Assurances.
2. In the event the CONTRACTOR's submitted information conflicts with any terms or conditions of this AGREEMENT after the STATE has agreed to a vehicle/equipment transfer, this AGREEMENT shall supersede the CONTRACTOR's submitted information.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this AGREEMENT and the CONTRACTOR's application for federal assistance.
4. The CONTRACTOR shall always use the PROJECT exclusively and in conformity with the PROJECT description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from the STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

**I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)**

1. The CONTRACTOR shall always use the PROJECT equipment exclusively and in conformity with the PROJECT Scope of Work in Exhibit A and the PROJECT Description.
2. Vehicles may not be transferred without prior written approval from the STATE.
3. The STATE has evaluated and approved the transfer for vehicle/equipment based on the CONTRACTOR's request containing the following information.
  - a. Project Description and Justification for Funding Request (Replacement or Expansion)
  - b. Existing Transportation Services (current fleet)
  - c. Proposed Transportation Services
  - d. Signed Certifications and Assurances
  - e. Board Resolutions of Both Parties participating in the transfer
4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.



**ARTICLE II**  
**GENERAL TERMS AND CONDITIONS**

1. Subrecipient. For the purpose of this AGREEMENT, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
  
2. Budget Contingency Clause.
  - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with the Federal Transportation Funding Law.
  - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the program, this AGREEMENT shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this AGREEMENT and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT.
  - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this AGREEMENT with no liability occurring to the STATE or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
  
3. State of California Prompt Payment and Return of Retainage Provisions.
  - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
  - B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
  - C. If a dispute arises regarding Construction PROJECTS only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
  - D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
  - E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.
  
4. Approval.
  - A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
  - B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
  - C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

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- have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.
- D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.
  - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.
  - F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
  - G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.
5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
    - A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
    - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
    - C. Withhold future awards to the CONTRACTOR.
    - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
    - E. Take any other remedies that may be legally available.
  6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.
  7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.
  8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.
  9. Assignment. This AGREEMENT is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
  10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
  - A. GC Sections 4550 through 4554 regarding antitrust claims contain the following definitions:
    1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
    2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
  - C. Per GC Section 4553, if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
  - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any AGREEMENT in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
  - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
  - B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.
14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.
15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.
16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
18. U.S. Flag Requirements.
- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
  - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
  - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.
20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.
23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

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verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.
26. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
  - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
  - C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.
27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
  - B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
    1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
    2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
    3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

- 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.
  - D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
    - 1. Prepare and submit a Title VI Program.
    - 2. Establish and maintain a Title VI complaint procedures.
    - 3. Record Title VI investigations, complaints, and lawsuits.
    - 4. Provide meaningful access to Limited English Proficient Persons.
    - 5. Notify beneficiaries of protection under Title VI.
    - 6. Provide additional information upon request.
    - 7. Provide an Annual Title VI Certification and Assurance.
    - 8. Guidance on conducting an Analysis of Construction projects.
    - 9. Guidance on promoting Inclusive Public Participation.
    - 10. Report minority representation on transit related Planning and Advisory Bodies.
  - E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
    - 1. Service standards
      - a. Vehicle load for each mode
      - b. Vehicle headway for each mode
      - c. On-time performance for each mode
      - d. Service available for each mode
    - 2. Service policies
      - a. Transit Amenities for each mode
      - b. Vehicle Assignment for each mode
  - F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
    - 1. Title VI Notice to the Public, including a list of locations where the notice is posted.
    - 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
    - 3. Title VI Complaint Form used by the CONTRACTOR.
    - 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
    - 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
    - 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
    - 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
    - 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
    - 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

- directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.
10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
  2. Assessing of sanctions
  3. Assessing of liquidated damages.
  4. Disqualifying CONTRACTOR from future bidding as non-responsible.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.
  - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.
  - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.
  - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.
  - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).
  - F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.
  - G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.
29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

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CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
  - A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
  - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.
34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.
35. Conflict of Interest.
  - A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
  - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
  - C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  - D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:



1. Using an official position for private gain;
  2. Giving preferential treatment to any particular person;
  3. Losing independence or impartiality; and/or
  4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:  
 "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.
36. Lobbying.
- A. If the CONTRACTOR's PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
  - B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.
  - C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.  
 "This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
37. Program Fraud and False or Fraudulent Statements or Related Acts.
- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

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- be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.
38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:
- A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and
- B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
41. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

43. Termination Clauses.

- A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default.
1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
  2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
  3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
  4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
  5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
  1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
  2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
  3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
  4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
  5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
  6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
  7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
  8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
  9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued

- pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
  11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
  12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
  13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
  14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
  15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
  16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
  17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    - a. CONTRACTOR's failure to have or follow its own protest procedures.
    - b. CONTRACTOR's failure to review a complaint or protest.
    - c. Violations of federal or state law or regulation.
  18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    - a. Davis-Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    - b. Bonding. For contracts or subagreements exceeding \$100,000, the following bonding requirements must be included.

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- i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
      - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
      - iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than \$1 million dollars, or forty percent (40%) of the contract price if the contract price is more than \$1 million dollars
    - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
  19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
  20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
  - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
  - C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
  - D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
  - E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.
47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.
49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.
51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

52. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
  2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
  3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
  4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of



insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
  - J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
    1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
    2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
    3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
  - K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
    1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
    2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
    3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
55. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this AGREEMENT. California may pay any applicable sales and use tax imposed by another state.
56. Potential Subcontractors.
- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.
1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
    - a. Withholding monthly progress payments;
    - b. Assessing sanctions;
    - c. Liquidated damages; and/or
    - d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
  2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
    - a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
    - b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
    - c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
    - d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
  3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.
57. Federal Prompt Payment and Return of Retainage.
- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
  - B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
  - C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
  - D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.
58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.
59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.
60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

**ARTICLE III**  
**SPECIAL TERMS AND CONDITIONS**

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.
2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.
3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.
4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).
5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
  - A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
  - B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
  - C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
  - D. Program Specific Required Reports.
    1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
    2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
    3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
    4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- 6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
  - A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
  - B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
  - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
  - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
  - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
    - 1. Commercial General Liability, of which the liability limits shall be at least:
      - a. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
      - b. \$2,000,000 aggregate for products liability completed operations.
      - c. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
      - d. \$15,000,000 umbrella or excess liability. For Projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
    - 2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
    - 3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
  - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
    - 1. Commercial General Liability, of which the liability limits shall be at least:
      - a. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
      - b. \$2,000,000 aggregate for products completed operations.
      - c. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
      - d. \$5,000,000 umbrella or excess liability. For Projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
    - 2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
    - 3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

####

Signature:   
Marjie Kim (Apr 11, 2022 10:53 PDT)  
Email: mkim@sbcag.org

## Santa Barbara County Association of Governments SA 64RO21-01661

Final Audit Report

2022-04-11

Created:	2022-04-11
By:	Martha Gibbs (mgibbs@sbcag.org)
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-  Document e-signed by Marjie Kim (mkim@sbcag.org)  
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**STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF RAIL AND MASS TRANSPORTATION  
 PROGRAM SUPPLEMENT**

<b>MASTER AGREEMENT NO.:</b>	<b>64SBCAGMA</b>	<b>PROGRAM SUPPLEMENT NO.:</b>	<b>05SBCAGPS-02 A3</b>
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**PROVISION SECTION**

This PROGRAM SUPPLEMENT hereby incorporates all of the provisions contained in MASTER AGREEMENT No. 64SBCAGMA, entered into between STATE and RECIPIENT on October 1, 2018, as amended, and is subject to all the terms and conditions thereof including all applicable California Transportation Commission (CTC) resolutions. This PROGRAM SUPPLEMENT is adopted in accordance with ARTICLE II, Section 2 of the aforementioned MASTER AGREEMENT under authority of Resolution #18-28 approved by RECIPIENT on October 18, 2018. The RECIPIENT further stipulates that, as a condition to the reimbursement of State funds obligated to this PROJECT, it accepts and will comply with the covenants, obligations, terms and conditions set forth in said MASTER AGREEMENT and on the following page(s) of this PROGRAM SUPPLEMENT including all attachments. This PROGRAM SUPPLEMENT/AMENDMENT shall expire on December 30, 2024. Any amendments to this PROGRAM SUPPLEMENT shall supersede previous PROGRAM SUPPLEMENTS in their entirety.

CTC RESOLUTIONS	APPROVED WAIVERS	BUDGET YEAR AUTHORITY	FUND	AMOUNT	PHASE EXPENDITURE AUTHORIZATION PROJECT ID	LAST EXPENDITURE DATE
TIRCP-1819-02 October 18, 2018	N/A	2017-18	GGRF PTA	\$266,000 \$324,000	PA&ED R410GA 0019000090	June 30, 2021
TIRCP-1819-02 October 18, 2018	N/A	2017-18	PTA	\$250,000	CON R410GB 0019000091	December 30, 2021
TIRCP-1920-01 August 15, 2019	N/A	2019-20	GGRF PTA	\$434,000 \$526,000	PA&ED R410GC 0020000004	June 30, 2022
TIRCP-1920-03 October 9, 2019	CalSTA Waiver 1920-028 June 26, 2020  Waiver 21-20 March 25, 2021	2018-19	GGRF PTA	\$180,000 \$220,000	CON R410GD 0020000003	November 22, 2024
TIRCP-2122-33 May 19, 2022	N/A	2020-21	GGRF PTA	\$547,000 \$665,000	PS&E R410GE 0022000243	June 30, 2024

**PROJECT TITLE:** Goleta Train Depot Improvements

**PROJECT SUMMARY:** This project will construct a modern, multi-modal train station, which will include shuttle service between a new station at the northern end of South Patera Lane in Goleta and the Santa Barbara Airport and University of California Santa Barbara (UCSB). This Program Supplement allocates \$1,212,000 to complete the PS&E phase to prepare final plans, specifications, and estimate submittals to construct a new train station adjacent to the existing Goleta platform served by Amtrak Pacific Surfliner rail service.

REQUIRED SIGNATURES	
<p><b>Recipient:</b> Santa Barbara County Association of Governments</p> <p><b>Signed By:</b> </p> <p><b>Name:</b> Marjie Kirn</p> <p><b>Title:</b> Executive Director</p> <p><b>Date:</b> 8/5/2022</p>	<p style="text-align: center;">STATE OF CALIFORNIA</p> <p><b>State Dept.:</b> Department of Transportation</p> <p><b>Signed By:</b> </p> <p><b>Name:</b> W. Kyle Gradinger</p> <p><b>Title:</b> Chief, Division of Rail and Mass Transportation</p> <p><b>Date:</b> 8/17/2022</p>

**DISTRIBUTION LIST**

Caltrans Rail and Mass Transportation (1)  
 Recipient (1)  
 Caltrans Headquarters Accounting (2)

**LIST OF ATTACHMENTS INCLUDED**

- I. Scope of Work
- II. CTC Resolutions
- III. Certification of Funds



## ATTACHMENT I Scope of Work

### A. Background Project Description

The Santa Barbara County Association of Governments (SBCAG) is the implementing agency for the Goleta Train Depot improvement project, in Goleta, California. This project will construct a new multi-modal train station next to the existing Amtrak platform at the northern end of South La Patera Lane, approximately 3-miles north of the UCSB, in the city of Goleta. The new full-service station will support improved connections to bus transit service, add new bicycle and pedestrian facilities to improve access and bike storage, allow accommodations for future additional train storage that will support increased commuter rail needs, and establish zero-emission shuttle service between Goleta Train Depot, Santa Barbara Airport, and UCSB. The project shall include procurement of two (2) new zero-emission shuttles for service between the Goleta Train Depot, Santa Barbara Airport, and UCSB, and shall include construction of a transit bus turnaround as well as expanded parking to include space for transit, shuttles, and vanpools at the Goleta Train Depot.

The project also addresses network integration (NI) opportunities including development of improved connections to other rail and transit services, development of improved regional rail service, and identification of opportunities for Disadvantaged Communities benefits. These efforts will be coordinated with the Transit and Intercity Rail Capital Program (TIRCP) projects awarded to the SBCAG for expanded Coastal Express service, integrating Santa Barbara express bus service in the US 101 corridor, and the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN) Building Up for the improvement and expansion of service between Los Angeles and San Luis Obispo.

The project will increase rail ridership by 5% per year after 2023, stimulate use of peak hour rail and general Pacific Surfliner rail use, and accommodate local transit connections while helping to establish a regional connection with Santa Barbara Airport. Project improvements will encourage UCSB students to use the Goleta Train Depot station as opposed to the City of Santa Barbara Amtrak Depot located approximately 11-miles from the UCSB campus.

### B. Summary of Scope for Funding Allocated

TIRCP allocated funding may be used for the scope as defined below. If approved, additional project elements may be added in an amended Program Supplement.

#### 1. PA&ED for New Multi-Modal Facility Adjacent to Amtrak

EA R410GA – Allocation of \$590,000 for Project Approval & Environmental Document (PA&ED) phase, to complete environmental assessment that will assist in determining project alternatives and include completion of the environmental document for the new multi-modal station adjacent to the Amtrak platform at the northern end of South La Patera Lane.

EA R410GC – Supplemental allocation of \$960,000 for PA&ED phase to complete environmental work that will assist in determining project alternatives and include completion of the environmental document for the new multi-modal station adjacent to the Amtrak platform at the northern end of South La Patera Lane.

#### 2. Network Integration

EA R401GB – Allocation of \$250,000 for Construction (CON) phase to complete implementation of NI, as outlined in Attachment IV.

**3. Electric Shuttles**

EA R410GD – Allocation of \$400,000 for CON phase to complete procurement of two battery-electric zero-emission shuttles, and associated charging infrastructure, to support shuttle service between the Santa Barbara Airport and the UCSB.

**4. PS&E Phase for New Multi-Modal Facility Adjacent to Amtrak**

EA R410GE – Allocates \$1,212,000 for PS&E phase to prepare final plans, specifications, and estimate submittals to construct a new train station adjacent to the existing Goleta platform served by Amtrak Pacific Surfliner rail service.

**C. Summary of Provisions and Amendments**

**1. Summary of Provisions under Program Supplement 05SBCAGPS-02**

Program Supplement 05SBCAGPS-02 funded:

**I. PA&ED for New Multi-Modal Facility Adjacent to Amtrak (EA R410GA)**

Allocation of \$590,000 for PA&ED phase, under TIRCP-1819-02 on October 18, 2018. The LED for this allocation was June 30, 2021.

**II. Network Integration (EA R410GB)**

Allocation of \$250,000 for CON phase, under TIRCP-1819-02 on October 18, 2018 for NI. The SBCAG was required to execute a third-party contract award within six months of allocation (due by April 18, 2019). The third-party contract for NI was awarded to Fehr & Peters, Inc. on October 18, 2018.

**III. Deliverables**

The Final NI Report deliverable, “Central Coast Network Integration Study”, was completed July 2021. In addition, the Ridership Plan, Deployment Plan, and Service Plan were completed in July 2021.

**2. Summary of Provisions, as Amended, under Program Supplement 05SBCAGPS-02 A1**

Program Supplement 05SBCAGPS-02 A1 funded:

**I. PA&ED for New Multi-Modal Facility Adjacent to Amtrak (EA R410GC)**

A supplemental allocation of \$960,000 for PA&ED was approved under TIRCP-1920-01 on August 15, 2019.

**II. Network Integration (EA R410GB)**

Amendment to CTC Resolution TIRCP-1819-02, was approved on October 18, 2018, to extend the NI LED from October 18, 2019, to December 30, 2021.

**III. CON - Electric Shuttles (EA R410GD)**

Allocation of \$400,000 for 2 electric shuttles (CON phase), under TIRCP-1920-03. The SBCAG was required to execute a third-party contract award within six (6) months of the allocation date (due by April 9, 2020). On June 26, 2020, Waiver 1920-028, extended the deadline to award a 3<sup>rd</sup> party contract to March 30, 2021.

**IV. Deliverables**

The Final NI deliverable was completed on July 6, 2021, and the PA&ED environmental clearance was approved by the Commission on June 30, 2022.

**3. Summary of Provisions, as Amended, under Program Supplement 05SBCAGPS-02 A2**

Program Supplement, 05SBCAGPS-02 A2, made the following changes:

**I. Electric Shuttles (EA R10GD)**

An additional time extension of 10-months for third-party contract award was approved by the CTC under Waiver 21-20 on March 25, 2021. This extended the last day to award the third-party contract from March 30, 2021, to January 31, 2022.

**II. Deliverables**

Third-Party contract for electric shuttles was signed on November 22, 2021 (Attachment IV). Both shuttles were delivered and in service in May 2022.

**4. Summary of Provisions, as Amended, under Program Supplement 05SBCAGPS-02 A3**

This Program Supplement funds:

**I. PA&ED for New Multi-Modal Facility Adjacent to Amtrak (EA R410GC)**

The PA&ED environmental clearance was approved under Resolution E-22-37 on May 19, 2022.

**II. PS&E for New Multi-Modal Facility Adjacent to Amtrak (EA R410GE)**

Allocation of \$1,212,000 to complete the PS&E phase, as approved under TIRCP-2122-33 on May 19, 2022.

**D. Project Overall Funding Plan and Schedule**

The Project's Funding Plan and schedule are incorporated into this Program Supplement as Schedule 1A through Schedule 1D, Project Programming Request and hereby expressly attached and may be updated as necessary.

**1. Schedule 1A Goleta Train Depot Improvements (PA&ED: New Multi-Modal Facility)**

**2. Schedule 1B Goleta Train Depot Improvements (CON: Network Integration)**

**3. Schedule 1C Goleta Train Depot Improvements (CON: Electric Shuttles)**

**4. Schedule 1D Goleta Train Depot Improvements (PS&E: New Multi-Modal Facility)**

**E. Special Conditions**

Notwithstanding any other commitment in the Recipient's application, clarification regarding the following items is a condition precedent to award of further funding for the Project:

**1. General**

This project is programmed to receive funds from the TIRCP. This project will be administered in accordance with the approved funding guidelines, as may be amended, this Program Supplement and Master Agreement cited herein.

Funding may be provided for one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s). This project is subject to the Commission's timely use of funds provisions as may be amended in the funding program guidelines.

**2. Cost Savings, Project Match, and Project Completion**

The Recipient is encouraged to evaluate design and construction alternatives that would mitigate costs of delivering project commitments. The Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance, overhead costs, avoided costs due to time savings, and all savings in financing costs associated with such avoided costs.

Cost savings shall also include identification and implementation of any CalSTA approved Project or TIRCP funded Project component alternatives resulting in the reduction of project costs or if the Project or any TIRCP funded Project component is completed under budget.

Parties agree that the Recipient shall bear the burden of providing a prorated share of the Project or TIRCP funded Project component cost savings based on the overall project match below to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards increasing project benefits or applied to another TIRCP funded Project components that are consistent with the original project award while maintaining the overall project match referenced below.

The total cost of addressing Network Integration opportunities is \$250,000 where TIRCP funds provide a 100% funding match. TIRCP funding is based on a project budget of \$19,709,000, identified in the 2018 CalSTA Award Announcement, with a funding award of \$13,009,000 (66% match) that is utilized to achieve project benefits equal to or greater than defined in the TIRCP Award Announcement. The funding award amount and percent match shall not be exceeded.

The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any additional cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

**3. Invoicing**

All obligations of the State under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these State funds.

The Recipient agrees to submit invoices for Project costs in accordance with the terms and provisions of this Program Supplement and the Master Agreement cited herein where the Recipient shall submit invoices no less frequently than quarterly in any quarter in which reimbursable expenses are incurred but not to exceed once per month for each EA. The Recipient agrees to use eligible matching funds, if applicable, in accordance with funding program guidelines.

This Program Supplement has been prepared to allow reimbursement of eligible project expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of the reimbursable expenditures, however the Department will not reimburse expenditures until a Program

Supplement agreement has been executed. Eligible expenditures shall be incurred by the Last Expenditure Date identified on Page 1 of this agreement. Invoicing for each component of this project shall be submitted to Caltrans within six months following the Last Expenditure Date unless otherwise specified under Attachment I, Summary of Provisions and Amendments. For each invoice submitted, TIRCP funds shall provide reimbursement as follows:

**I. New Multi-Modal Facility Adjacent to Amtrak (PA&ED)**

EA R410GA allocated up to \$590,000 for PA&ED expenses for the new multi-modal train station.

EA R410GC allocated up to \$960,000 for PA&ED expenses for the new multi-modal train station.

**II. Network Integration (CON)**

EA R410GB allocated up to \$250,000 for NI implementation.

**III. Electric Shuttles (CON)**

EA R410GD allocated up to \$400,000 for electric shuttle expenses; procurement of 2 battery-electric zero-emission shuttles, and associated charging infrastructure. The electric shuttles were delivered May 2022.

**IV. New Multi-Modal Facility Adjacent to Amtrak (PS&E)**

EA R410GE allocated up to \$1,212,000 for PS&E expenses for the new multi-modal train station.

Not more than on a monthly, based on the date of invoice receipt, the Department will make payments on invoices as work proceeds. On each invoice, the Recipient shall certify the total costs invoiced do not exceed the allowable reimbursement percentage.

**4. Useful Life - Vehicles, Facilities and Capital Improvements**

All new capital infrastructure projects shall be maintained in a state of good repair over the minimum useful life of 50 years and electric shuttles shall be maintained over the minimum useful life of 7 years.

**5. Reporting and Compliance**

By executing this Program Supplement, the Recipient agrees to administer the Project and comply with all reporting requirements in accordance with the funding program guidelines and any other mandated reporting requirements. Proposed changes to the scope, schedule, and budget shall also be identified in these reports.

Failure to comply with all applicable guidelines, including all mandated reporting requirements, will result in corrective actions towards the Recipient.

**6. Status Update and Deliverables under this Program Supplement**

**I. PA&ED Environmental Clearance**

The environmental clearance for the New Multi-Modal Facility Adjacent to Amtrak was completed under Resolution-22-37 on May 19, 2022.

**Due:** Environmental clearance due by June 30, 2022

II. **Network Integration Plan**

The Network Integration Framework Agreement (Attachment IV) further defines the framework and intent of Network Integration. Under this Program Supplement agreement, specific deliverables for network integration include:

- Coordination with LOSSAN Building-Up TIRCP award.
- Review facility requirements for bus service goals and connectivity to rail services in the corridor at Goleta and multimodal station access.
- Integrate Santa Barbara express bus service in the 101 corridor.

**Due:** Final Network Integration Plan submitted by Agency on July 6, 2021.

III. **Ridership**

Proposed methodology for capturing increases in ridership and passenger miles traveled system-wide, including methods for estimating reductions in vehicle miles traveled resulting from the battery-powered electric shuttles. Methodology should capture the result of project benefits including but not limited to, improved operational flexibility through mobile trip planning application and increased service, reliability, and on-time performance.

The Recipient shall address methods for capturing frequency of the battery-powered electric shuttles and bus service transfers and originating ridership from disadvantaged communities. Before and after data collection is a key element of determining ridership changes with adjustments made for broader system ridership trends caused by other factors.

**Due:** Submitted on 2/12/2021

IV. **Deployment Plan**

The Recipient shall provide the Department with a plan detailing deployment of the battery-powered electric shuttles purchased with TIRCP funds. The Recipient shall inform the Department of any updates to the Deployment Plan, including forecasted dates.

The vehicles procured must be maintained in a state of good repair, over the useful life of 7-years for the shuttles to support expanded service. Service frequency levels for Santa Barbara Association of Government's shuttle routes must be provided for a minimum of 7-years, unless specific plans for redeployment of vehicles into more productive expansion services are proposed to and approved by the Department.

**Due:** Submitted on 2/12/2021

V. **Service Plan**

Within 90 days of the execution of this Program Supplement, the Recipient shall provide the Department proposed schedules for the routes that the new shuttle buses will be deployed on. The Service Plan shall be consistent with the Recipient's long-range plan, fleet management plan, and annually adopted budget. No later than 45 days prior to initiating initial services, the Recipient shall provide an updated service plan as described above.

**Due:** Submitted on 2/12/2021

**VI Reporting**

Provide the Department with benefit tracking and reporting, consistent with TIRCP and California Air Resources Board (CARB) guidelines for any additional project benefits not specifically identified in the special conditions above that demonstrate and document Greenhouse Gas Emissions reduction consistent with TIRCP and California Air Resources Board (CARB) guidelines or any additional project benefits not specifically identified in the special conditions above that demonstrate and document Greenhouse Gas Emissions reduction.

CARB Guidelines:

<https://ww2.arb.ca.gov/resources/documents/california-climate-investments-funding-guidelines-administering-agencies>

Provide the Department with a plan for reporting greenhouse gas emission reduction benefits specific to disadvantaged communities. Once approved, this plan will lay out the specific approach to reporting project benefits for future reporting requirements. communities. Once approved, this plan will lay out the specific approach to reporting project benefits for future reporting requirements.

**Due:** In accordance with CARB Semi-Annual Reporting Requirements

**VII. Third-Party Contract Award**

For TIRCP CON allocations, the Recipient shall execute the third-party contract award within six months of the approved allocation, unless a time extension for third-party contract award is approved where approved extension and deadline shall be specified in Attachment I, Summary of Approved Provisions and Amendments.

Once executed, the Recipient shall provide a copy of the third-party contract award to the Department.

**Due:** CON allocation for NI was awarded on October 18, 2018. The third-party contract was signed on October 18, 2008.

Schedule 1A - Goleta Train Depot Improvements (PA&ED Phase)

The Goleta Train Depot					Date:	6/15/22
District	EA	Project ID	PPNO	MPO ID		
05						
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SB	101			SBCAG		
				MPO	Element	
				SBCAG	Capital Outlay	
Project Manager/Contact		Phone		E-mail Address		
Scott Spaulding		(805) 961-8920		<a href="mailto:sspaulding@sbcag.org">sspaulding@sbcag.org</a>		
<b>Project Title</b>						
The Goleta Train Depot (PA&ED- Environmental Phase)						
<b>Location, Project Limits, Description, Scope of Work</b>						See page 2
The project is located at 27 South La Patera Lane in the City of Goleta. Upon completion of a competitive process to secure the services of a planning/design consultant, the total cost of PA/ED is \$1,550,000. The City of Goleta will oversee the planning, design, permitting, and engineering services to move the project forward to the point where construction can begin, anticipated in FY 2021/22.						
<b>Component</b>	<b>Implementing Agency</b>					
PA&ED	City of Goleta/SBCAG					
PS&E	City of Goleta/SBCAG					
Right of Way	City of Goleta					
Construction	City of Goleta					
<b>Purpose and Need</b>						See page 2
The project will construct a new train station immediately adjacent to the location of the existing Pacific Surfliner rail service platform in Goleta. The project will improve parking capacity, connections to transit, add new bicycle and pedestrian facilities, bathrooms, publicly available EV charging stations, expanded and sheltered waiting areas, and coordinate with LOSSAN on the project to expand the ability to store more than one trainset.						
<b>Project Benefits</b>						See page 2
In the year of completion the project will increase ridership significantly, reducing VMT and GHG emissions.						
Supports Sustainable Communities Strategy (SCS) Goals			Disadvantaged Communities			
<b>Project Milestone</b>						<b>Proposed</b>
Project Study Report Approved						
Begin Environmental (PA&ED) Phase						06/01/19
Circulate Draft Environmental Document				<b>Document Type</b>	EIR	
Draft Project Report						01/01/21
End Environmental Phase (PA&ED Milestone)						NA
End Environmental Phase (PA&ED Milestone)						06/30/22
Begin Design (PS&E) Phase						07/01/22
End Design Phase (Ready to List for Advertisement Milestone)						06/30/23
Begin Right of Way Phase						NA
End Right of Way Phase (Right of Way Certification Milestone)						NA
Begin Construction Phase (Contract Award Milestone)						07/01/23
End Construction Phase (Construction Contract Acceptance Milestone)						07/01/25
Begin Closeout Phase						08/01/25
End Closeout Phase (Closeout Report)						03/01/26



Santa Barbara Count Association of Governments  
 Program Supplement 05SBC AGPS-02 A3  
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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**PROJECT PROGRAMMING REQUEST**  
 DTP-0001 (Revised July 2013)

Date: 3/25/21

District	County	Route	EA	Project ID	PPNO
05	SB	101			
Project Title: The Goleta Train Station (PA&ED- Environmental Phase)					

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	
E&P (PA&ED)					500	960		1,560	Preliminary Env and project management included under PA/ED
PS&E							1,212	1,212	
R/W SUP (CT)									
CON SUP (CT)									
R/W								6,700	
CON									
<b>TOTAL</b>					500	960		12,359	

Fund No. 1:	TIRCP	Proposed Funding (\$1,000s)							Program Code
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	Funding Agency
E&P (PA&ED)					500	960		1,560	Preliminary Env and project management included under PA/ED Note: total grant award \$13,000,000
PS&E							1,212	1,212	
R/W SUP (CT)									
CON SUP (CT)									
R/W								9,597	
CON									
<b>TOTAL</b>					500	960	10,809	12,359	

Fund No. 2:	City of Goleta	Proposed Funding (\$1,000s)							Program Code
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	Funding Agency
E&P (PA&ED)									City of Goleta purchased parcel adjacent to existing rail platform.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W				6,700				6,700	
CON									
<b>TOTAL</b>				6,700				6,700	

Fund No. 3:		Proposed Funding (\$1,000s)							Program Code
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									

**Schedule 1B - Goleta Train Depot Improvements (CON: Network Integration)**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**PROJECT PROGRAMMING REQUEST**  
 DTP-0001 (Revised July 2013)

General Instructions

<input type="checkbox"/> New Project					Date:	3/25/21
District	EA	Project ID	PPNO	MPO ID		
05						
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SB	101			SBCAG		
				MPO	Element	
				SBCAG	Capital Outlay	
Project Manager/Contact		Phone		E-mail Address		
Scott Spaulding		(805) 961-8920		sspaulding@sbcag.org		
<b>Project Title</b>						
The Goleta Train Station (Network Integration Component)						
<b>Location, Project Limits, Description, Scope of Work</b> <input type="checkbox"/> See page 2						
The project is located at 27 South La Patera Lane in the City of Goleta. To address network integration opportunities, including development of improved connections to other rail and transit services, development of improved regional rail service, and to identify opportunities for Disadvantaged Communities benefits.						
<input checked="" type="checkbox"/> GHG Reductions <input checked="" type="checkbox"/> Integrated Service <input checked="" type="checkbox"/> Increase Ridership						
<b>Component</b>		<b>Implementing Agency</b>				
PA&ED		SBCAG				
PS&E		SBCAG				
Right of Way		NA				
Construction		SBCAG				
<b>Purpose and Need</b> <input type="checkbox"/> See page 2						
The project will construct a new train station immediately adjacent to the location of the existing Pacific Surfliner rail service platform in Goleta. The project will improve parking capacity, connections to transit, add new bicycle and pedestrian facilities, bathrooms, publicly available EV charging stations, expanded and sheltered waiting areas, and coordinate with LOSSAN on the project to expand the ability to store more than one trainset.						
<b>Project Benefits</b> <input type="checkbox"/> See page 2						
In the year of completion the project will increase ridership significantly, reducing VMT and GHG emissions.						
<input checked="" type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals <input checked="" type="checkbox"/> Disadvantaged Communities						
<b>Project Milestone</b>						<b>Proposed</b>
Project Study Report Approved						
Begin Environmental (PA&ED) Phase						NA
Circulate Draft Environmental Document				Document Type	CE/CE	NA
Draft Project Report						NA
End Environmental Phase (PA&ED Milestone)						NA
Begin Design (PS&E) Phase						NA
End Design Phase (Ready to List for Advertisement Milestone)						NA
Begin Right of Way Phase						NA
End Right of Way Phase (Right of Way Certification Milestone)						NA
Begin Construction Phase (Contract Award Milestone)						08/01/19
End Construction Phase (Construction Contract Acceptance Milestone)						06/30/21
Begin Closeout Phase						11/01/21
End Closeout Phase (Closeout Report)						12/30/21

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**PROJECT PROGRAMMING REQUEST**  
 DTP-0001 (Revised July 2013)

Date: 3/25/21

District	County	Route	EA	Project ID	PPNO
05	SB	101			
Project Title: The Goleta Train Station (Network Integration Component)					

Proposed Total Project Cost (\$1,000s)								Notes
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON					250			
<b>TOTAL</b>					<b>250</b>			<b>250</b>

Fund No. 1:	TIRCP								Program Code
Proposed Funding (\$1,000s)								Funding Agency	
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON					250			250	
<b>TOTAL</b>					<b>250</b>			<b>250</b>	

Network Integration study

Fund No. 2:	City of Goleta								Program Code
Proposed Funding (\$1,000s)								Funding Agency	
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									

Fund No. 3:									Program Code
Proposed Funding (\$1,000s)								Funding Agency	
Component	Prior	15/16	16/17	17/18	18/19	19/20	20/21+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									

**Schedule 1C - Goleta Train Depot Improvements (CON: Electric Shuttles)**

New Project					Date:	7/16/20
District	EA	Project ID	PPNO	MPO ID		
05						
County	Route/Corridor	PM Bk	PM	Project Sponsor/Lead Agency		
SB	101			SBCAG		
				MPO	Element	
				SBCAG	Capital Outlay	
Project Manager/Contact		Phone		E-mail Address		
Scott Spaulding		(805) 961-8920		<a href="mailto:sspaulding@sbcag.org">sspaulding@sbcag.org</a>		
<b>Project Title</b>						
The Goleta Train Station (CON- Electric Shuttle Component)						
<b>Location, Project Limits, Description, Scope of Work</b>						See page 2
The project is located at 27 South La Patera Lane in the City of Goleta. The procurement of the battery-powered electric shuttles and associated electric charging station infrastructure. The procurement of electric shuttles is an instrumental component of the Goleta Train Station Project as a whole.						
<b>Component</b>		<b>Implementing Agency</b>				
PA&ED		NA				
PS&E		NA				
Right of Way		NA				
Construction		SBCAG				
<b>Purpose and Need</b>						See page 2
The project will construct a new train station immediately adjacent to the location of the existing Pacific Surfliner rail service platform in Goleta. The project will improve parking capacity, connections to transit, add new bicycle and pedestrian facilities, bathrooms, publicly available EV charging stations, expanded and sheltered waiting areas, and coordinate with LOSSAN on the project to expand the ability to store more than one trainset. The procurement of the battery-powered electric shuttles and associated electric charging station infrastructure is an instrumental component of the Goleta Train Station Project as a whole.						
<b>Project Benefits</b>						See page 2
The project will procure battery-powered electric shuttles and associated electric charging station infrastructure. The procurement of electric shuttles is an instrumental component of the Goleta Train Station Project as a whole.						
<b>Project Milestone</b>						<b>Proposed</b>
Project Study Report Approved						NA
Begin Environmental (PA&ED) Phase						NA
Circulate Draft Environmental Document				Document Type	CE	NA
Draft Project Report						NA
End Environmental Phase (PA&ED Milestone)						NA
Begin Design (PS&E) Phase						NA
End Design Phase (Ready to List for Advertisement Milestone)						NA
Begin Right of Way Phase						NA
End Right of Way Phase (Right of Way Certification Milestone)						NA
Begin Construction Phase (Contract Award Milestone)						12/30/21
End Construction Phase (Construction Contract Acceptance Milestone)						6/30/22
Begin Closeout Phase						7/01/22
End Closeout Phase (Closeout Report)						12/30/22



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**PROJECT PROGRAMMING REQUEST**

DTP-0001 (Revised June, 7 2018 v7.05)

Date: 6/20/22

District	County	Route	EA	Project ID	PPNO	Alt. ID
05	SB	101, .				
Project Title: The Goleta Train Station - Electric Shuttle Procurement						

Existing Total Project Cost (\$1,000s)								Implementing Agency	
Component	Prior	18-19	19-20	20-21	21-22	22-23	23-24+	Total	
E&P (PA&ED)									City of Goleta/SBCAG
PS&E									City of Goleta/SBCAG
R/W SUP (CT)									City of Goleta
CON SUP (CT)									City of Goleta
R/W									City of Goleta
CON									City of Goleta
<b>TOTAL</b>									
Proposed Total Project Cost (\$1,000s)								Notes	
E&P (PA&ED)		590	960					1,550	
PS&E				1,212				1,212	
R/W SUP (CT)									
CON SUP (CT)	6,700							6,700	
R/W									
CON		250	400		200	9,597		10,447	
<b>TOTAL</b>	<b>6,700</b>	<b>840</b>	<b>1,360</b>	<b>1,212</b>	<b>200</b>	<b>9,597</b>		<b>19,909</b>	

Fund No. 1:	TIRCP								Program Code
Existing Funding (\$1,000s)								Funding Agency	
Component	Prior	18-19	19-20	20-21	21-22	22-23	23-24+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									
Proposed Funding (\$1,000s)								Notes	
E&P (PA&ED)		590	960					1,550	400K in CON includes electric shuttle procurement
PS&E				1,212				1,212	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		250	400			9,597		10,247	
<b>TOTAL</b>		<b>840</b>	<b>1,360</b>	<b>1,212</b>		<b>9,597</b>		<b>13,009</b>	

Fund No. 2:	Hybrid and Zero Emission Truck and Bus Voucher Incentive Project								Program Code
Existing Funding (\$1,000s)								Funding Agency	
Component	Prior	18-19	19-20	20-21	21-22	22-23	23-24+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									
Proposed Funding (\$1,000s)								Notes	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)	6,700							6,700	
R/W									
CON					200			200	
<b>TOTAL</b>	<b>6,700</b>				<b>200</b>			<b>6,900</b>	

**Schedule 1D - Goleta Train Depot Improvements (PS&E Phase)**

Amendment (Existing Project) Yes					Date:	6/21/22
District	EA	Project ID	PPNO	MPO ID	Alt Proj. ID / prg.	
05						
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SB	101			SBCAG		
				MPO	Element	
				SBCAG	Rail	
Project Manager/Contact		Phone		E-mail Address		
Scott Spaulding		(805) 961-8920		<a href="mailto:sspaulding@sbcag.org">sspaulding@sbcag.org</a>		
<b>Project Title</b>						
The Goleta Train Station - Design Phase						
<b>Location (Project Limits), Description ( Scope of Work)</b>						
The project is located at 27 South La Patera Lane in the City of Goleta.						
<b>Component</b>						
		<b>Implementing Agency</b>				
PA&ED	City of Goleta/SBCAG					
PS&E	City of Goleta/SBCAG					
Right of Way	City of Goleta					
Construction	City of Goleta					
<b>Legislative Districts</b>						
Assembly:	37	Senate:	19	Congressional:	CA-24	
<b>Project Benefits</b>						
This project will provide a multitude of benefits once completed. First, by constructing a new facility for interregional rail service and providing connections to first and last mile transit services, SBCAG expects these new incentives and improvements will result in increased rail ridership. This increase in rail ridership will subsequently reduce associated VMT and GHG emissions. In addition, this project meaningfully promotes active transportation options as new bicycle and pedestrian facilities will be constructed as part of the						
<b>Purpose and Need</b>						
The project will construct a new train station immediately adjacent to the location of the existing Pacific Surfliner rail service platform in Goleta. The project will improve parking capacity, connections to transit, add new bicycle and pedestrian facilities, bathrooms, publicly available EV charging stations, expanded and sheltered waiting areas, and coordinate with LOSSAN on the project to expand the ability to store more than one trainset.						
<b>Category</b>		<b>Outputs/Outcomes</b>			<b>Unit</b>	<b>Total</b>
ADA Improvements Yes		Bike/Ped Improvements Yes			Reversible Lane analysis	No
Inc. Sustainable Communities Strategy Goals		Yes			Reduces Greenhouse Gas Emissions Yes	
<b>Project Milestone</b>					<b>Existing</b>	<b>Proposed</b>
Project Study Report Approved						
Begin Environmental (PA&ED) Phase						07/02/19
Circulate Draft Environmental Document			Document Type	ND		07/02/20
Draft Project Report						
End Environmental Phase (PA&ED Milestone)						06/30/22
Begin Design (PS&E) Phase						07/01/22
End Design Phase (Ready to List for Advertisement Milestone)						06/30/23
Begin Right of Way Phase						N/A
End Right of Way Phase (Right of Way Certification Milestone)						N/A
Begin Construction Phase (Contract Award Milestone)						07/01/23
End Construction Phase (Construction Contract Acceptance Milestone)						07/01/25
Begin Closeout Phase						08/01/25
End Closeout Phase (Closeout Report)						03/01/26

SBCAG FY 2023-24 Overall Work Program and Budget

Santa Barbara Count Association of Governments  
 Program Supplement 05SBCAGPS-02 A3  
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District	County	Route	EA	Project ID	PPNO	Alt. ID
05	SB	101				
<b>Project Title:</b> The Goleta Train Station – PS&E Phase						

Existing Total Project Cost (\$1,000s)								Implementing Agency	
Component	Prior	18-19	19-20	20-21	21-22	22-23	23-24+		Total
E&P (PA&ED)									City of Goleta/SBCAG
PS&E									City of Goleta/SBCAG
R/W SUP (CT)									City of Goleta
CON SUP (CT)									City of Goleta
R/W									City of Goleta
CON									City of Goleta
TOTAL									
Proposed Total Project Cost (\$1,000s)								Notes	
E&P (PA&ED)		590	960						1,550
PS&E					1,212				1,212
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		250	400			9,597			10,247
TOTAL		840	1,360		1,212	9,597			13,009

Fund No. 1:	TIRCP								Program Code
Existing Funding (\$1,000s)									
Component	Prior	18-19	19-20	20-21	21-22	22-23	23-24+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)		590	960					1,550	
PS&E					1,212			1,212	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		250	400			9,597		10,247	
TOTAL		840	1,360		1,212	9,597		13,009	

**ATTACHMENT II**  
**CTC Resolutions and Waivers**



State of California  
**DEPARTMENT OF TRANSPORTATION**

Santa Barbara Count Association of Governments  
Program Supplement 05SBCAGPS-02 A3  
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## MEMORANDUM

To: CHAIR AND COMMISSIONERS  
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: May 18-19, 2022

From: ANGEL PYLE, Chief Financial Officer (Acting)

Reference Number: 2.6g.(1), Action Item

Prepared By: Keith Duncan, Chief  
Division of Budgets

Subject: ALLOCATION FOR TRANSIT AND INTERCITY RAIL CAPITAL  
PROGRAM PROJECTS  
RESOLUTION TIRCP-2122-33

### ISSUE:

Should the California Transportation Commission (Commission) approve an allocation of \$29,603,000 for seven Transit and Intercity Rail Capital Program (TIRCP) projects?

### RECOMMENDATION:

The California Department of Transportation recommends that the Commission approve an allocation of \$29,603,000 for seven TIRCP projects as follows:

2.6g.(1b) - \$29,603,000 for seven TIRCP projects (SB1 Augmentation for PTA).

### BACKGROUND:

The attached vote list describes seven TIRCP projects totaling \$29,603,000. The local agencies are ready to proceed with these projects, and are requesting an allocation at this time.

### FINANCIAL RESOLUTION:

Resolved that \$29,603,000 be allocated from the Budget Act of 2020, Budget Act Items 2660-101-0046 and 2660-301-0046R for seven TIRCP projects described on the attached vote list.

Attachments

*"Provide a safe and reliable transportation network that serves all people and respects the environment."*

CTC Financial Vote List  
2.6 Mass Transportation Financial Matters

Project #	Allocation Amount	Recipient	District-County	Project Title	Location	Project Description	PPNO	Program/Year	Phase	Budget Year	Item #	Fund Type	Amount by	
							Prgm'd Amount	Project ID	Program Code		Fund Type	Fund Type	Fund Type	
<hr/>														
2.6g.(1b)				Transit and Intercity Rail Capital Program (SB 1 Augmentation for PTA)				Resolution TIRCP-2122-33						
<hr/>														
3	\$1,212,000	Santa Barbara Association of Governments	05-Santa Barbara	<b>(2018:22) Goleta Train Depot Improvements (New Multi-Modal Facility Adjacent to Amtrak Station).</b> Prepare final plans, specifications, and cost estimate submittals to construct a new train station adjacent to the existing Goleta Platform served by Pacific Surfliner rail service.			05-CP047	TIRCP/21-22	PS&E	2020-21	301-0046R	GGRF	\$547,000	
							\$547,000			2020-21	101-0046	PTA	\$665,000	
				<u>Outcome/Outputs:</u>				TIRCP/21-22	PS&E		30.10.030.200			
				The project will improve ridership, parking capacity, connections to transit, add new bicycle and pedestrian facilities, bathrooms, publicly available EV charging stations, expanded and sheltered waiting areas.			\$665,000	0022000243	S					
							R410GE							
				(CEQA - EIR, 01/18/2022)										
				This project includes the following funding split: \$547,000 GGRF and \$665,000 SB1.										
				(Concurrent consideration of funding under Resolution E-22-37; May 2022.)										
				Programming update under Ref. 4.30; May 2022										
				(SB 1 Augmentation for PTA)										
<hr/>														
4	\$1,868,000	Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency	11-San Diego	<b>(2018:11) All Aboard 2018: Transforming Southern California Rail Travel (Signal Control Replacement - San Diego Crossings).</b> This project is located in the City of San Diego between MP 265.40 and MP 267.30. The project will replace obsolete crossing control equipment and related components.			11-CP031A	TIRCP/21-22	CONST	2020-21	301-0046R	GGRF	\$833,000	
							\$833,000			2020-21	101-0046	PTA	\$1,035,000	
				<u>Outcome/Outputs:</u>				TIRCP/21-22	CONST		30.10.030.200			
				Reduction in greenhouse gas emissions through optimization of system performance and cleaner technology, increase in ridership through additional Amtrak-operated intercity passenger rail service, enhanced safety and reliability through infrastructure upgrades and operational adjustments and incentives, improved integration with commuter passenger services, and access of Pacific Surfliner services for low-income households in nearby communities.			\$1,035,000	0022000268	S					
							R408GF							
				(CEQA - CE-NOE, 09/04/2018)										
				(Right of Way Certification: 03/21/2022)										
				The Signal Control Replacement - San Diego Crossings component will be implemented by North County Transit District with the Recipient's oversight.										
				The current allocation includes the funding split: \$833,000 GGRF and \$1,035,000 SB1.										
				Programming update under Ref. 4.30; May 2022										
				(SB 1 Augmentation for PTA)										

## Memorandum

To: CHAIR AND COMMISSIONERS

CTC Meeting: May 18-19, 2022

From: MITCH WEISS, Executive Director

Reference Number: 2.2c.(6), Action

Prepared By: Jose Oseguera  
Assistant Deputy Director

Published Date: May 6, 2022

Subject: Approval of Project for Future Funding Consideration – Final Environmental Impact Report for the Goleta Train Depot Project, Resolution E-22-37

### **Recommendation:**

Staff recommends the California Transportation Commission (Commission), as a Responsible Agency, accept the Final Environmental Impact Report for the Goleta Train Depot Project (Project) in Santa Barbara County and approve the Project for future funding consideration.

### **Issue:**

The City of Goleta (City) is the California Environmental Quality Act lead agency for the Project. The Project will construct a new 9,000 square foot train depot, including new parking facilities, driveways, site landscaping, signage, lighting, and pedestrian connections to the existing canopy platform. The Project is located on South La Patera Lane, which is located at the northern terminus of the cul-de-sac, adjacent to the existing Goleta Rail Station in the City of Goleta, Santa Barbara County.

For all projects that are anticipated to be funded through a program under the purview of the Commission, full compliance with the California Environmental Quality Act is required. The Commission will not allocate funds to projects for design, right-of-way or construction until the environmental document is complete, and the Commission has approved the environmentally cleared project for future funding consideration.

### **Background:**

On January 18, 2022, the Goleta City Council adopted the Final Environmental Impact Report for the Project and found that the Project would not have a significant effect on the environment after mitigation.

Impacts that require mitigation measures to be reduced to less than significant levels relate to biological and cultural resources, hazardous materials, geology, and tribal cultural resources. Mitigation measures include the following: restrict demolition activities to occur outside the bat roosting season from April 1 through August 31; halt construction activities if cultural resources are encountered during ground disturbing activities and consult with the Office of the Secretary

CHAIR AND COMMISSIONERS

of the Interior; contract with a qualified paleontologist to monitor excavation activities for detection of fossil deposits; conduct soil and groundwater sampling to identify potential hazardous material substances; and contract with a Native American monitor to oversee ground disturbing activities.

On February 24, 2022, the City confirmed that the preferred alternative set forth in the Final Environmental Impact Report is consistent with the Project scope of work programmed by the Commission.

The Project is estimated to cost \$13,009,000 and is fully funded through construction with Transit and Intercity Rail Capital Program Funds.

Construction is estimated to begin in Fiscal Year 2022-23.

Attachments:

- Attachment A: Resolution E-22-37
- Attachment B: Notice of Determination
- Attachment C: Project Location Map

**CALIFORNIA TRANSPORTATION COMMISSION  
Resolution for Future Funding Consideration**

**5 – Santa Barbara County  
Resolution E-22-37**

- 1.1 WHEREAS, the City of Goleta (City) has completed a Final Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines for the Goleta Train Depot Project (Project) in Santa Barbara County; and
- 1.2 WHEREAS, the City has certified that the Final Environmental Impact Report has been completed pursuant to the CEQA and the CEQA Guidelines; and
- 1.3 WHEREAS, the Project is located on South La Patera Lane, which is located at the northern terminus of the cul-de-sac, adjacent to the existing Goleta Rail Station in the City of Goleta, Santa Barbara County; and
- 1.4 WHEREAS, the Project will construct a new 9,000 square foot train depot, including new parking facilities, driveways, site landscaping, signage, lighting, and pedestrian connections to the existing canopy platform; and
- 1.5 WHEREAS, on January 18, 2022, the Goleta City Council found that the proposed Project would not have a significant effect on the environment after mitigation and adopted the Final Environmental Impact Report; and
- 1.6 WHEREAS, on February 24, 2022, the City confirmed that the preferred alternative set forth in the Final Environmental Impact Report is consistent with the Project scope of work programmed by the California Transportation Commission (Commission); and
- 1.7 WHEREAS, the Commission, as a Responsible Agency, has considered the information contained in the Final Environmental Impact Report.
- 2.1 NOW, THEREFORE, BE IT RESOLVED that the Commission does hereby accept the Final Environmental Impact Report and approves the above-referenced Project for future funding consideration.

**NOTICE OF DETERMINATION**

---

To: Office of Planning and Research  
 1400 Tenth Street, Room 121  
 Sacramento, CA 95814

From: California Transportation Commission  
 Attn: Jose Oseguera  
 1120 N Street, MS 52  
 Sacramento, CA 95814  
 (916) 653-2094

**Subject: Filing of Notice of Determination in compliance with Section 21108 of the Public Resources Code.**

**Project Title:** Goleta Train Depot Project

2020050499	Jaime Valdez	(805) 961-7568
<b>State Clearinghouse Number</b>	<b>Lead Agency Contact Person</b>	<b>Area Code/Telephone</b>

**Project Location** (include county): The project is located on South La Patera Lane, which is located at the northern terminus of the cul-de-sac, adjacent to the existing Goleta Rail Station in the City of Goleta, Santa Barbara County.

**Project Description:** The project will construct a new 9,000 square foot train depot, including new parking facilities, driveways, site landscaping, signage, lighting, and pedestrian connections to the existing canopy platform.

This is to advise that the California Transportation Commission has approved the above described project on

(  Lead Agency/  Responsible Agency)

May 18-19, 2022, and has made the following determinations regarding the above described project:

1. The project (  will/  will not) have a significant effect on the environment.
2.  A Final Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures (  were/  were not) made a condition of the approval of the project.
4. Mitigation reporting or monitoring plan (  was /  was not) adopted for this project.
5. A Statement of Overriding Considerations (  was /  was not) adopted for this project.
6. Findings (  were/  were not) made pursuant to the provisions of CEQA.

The above identified document with comments and responses and record of project approval is available to the General Public at: 130 Cremona Drive, Suite B, Goleta, CA 93117

MITCH WEISS	Executive Director California Transportation Commission
<i>Signature (Public Agency)</i>	<i>Title</i>

Date received for filing at OPR:

Goleta Train Depot Project



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**ATTACHMENT III  
 Certification of Funds**

**Certification of Funds: EA 410GA/001900090**


**Name of Recipient:** Santa Barbara County Association of Governments  
**Name of Project:** Goleta Train Depot Improvements  
**CTC Resolution/Waiver Number:** TIRCP-1819-02  
**CTC Resolution/Waiver Date:** October 18, 2018  
**Allocated Component, Phase, and Allocation Amount:** New Multi-Modal Facility Adjacent to Amtrak - PA&ED: \$590,000 (\$266,000 GGRF; \$324,000 PTA)  
**Fund Source:** GGRF and PTA

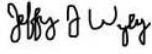
SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GA 0019000090	7049	\$266,000 (GGRF) \$324,000 (PTA)	6/30/21	18-19	05SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8-7-19
2660-301-0046R 2660-101-046		14, 22, 54	2017	2017-18				



**Certification of Funds: EA 410GB/001900091**

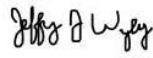
**Name of Recipient:** Santa Barbara County Association of Governments  
**Name of Project:** Goleta Train Depot Improvements  
**CTC Resolution/Waiver Number:** TIRCP-1819-02  
**CTC Resolution/Waiver Date:** October 18, 2018  
**Allocated Component, Phase, and Allocation Amount:** Network Integration – CON: \$250,000 (\$250,000 PTA)  
**Fund Source:** PTA

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GB 0019000091	7049	\$250,000 (PTA)	10/18/19	18-19	SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8.7.19
2660-301-0046R 2660-101-046		14, 22, 54	2017	2017-18				

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GB 0019000091	7049	\$0	12/30/21	18-19	05SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8/12/20
2660-301-0046R 2660-101-046		14, 22, 54	2017	2017-18				

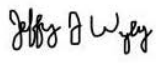
**Certification of Funds: EA 410GC/0020000004**

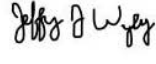
**Name of Recipient:** Santa Barbara County Association of Governments  
**Name of Project:** Goleta Train Depot Improvements  
**CTC Resolution/Waiver Number:** TIRCP-1920-01  
**CTC Resolution/Waiver Date:** August 15, 2019  
**Allocated Component, Phase, and Allocation Amount:** New Multi-Modal Facility Adjacent to Amtrak - PA&ED: \$960,000 (\$434,000 GGRF; \$526,000 PTA)  
**Fund Source:** GGRF and PTA

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GC 0020000004	7049	\$434,000 (GGRF) \$526,000 (PTA)	06/30/22	19-20	05SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8/12/20
2660-301-0046R 2660-101-0046		29	2018	2018-19				

**Certification of Funds: EA 410GD/0020000003**

**Name of Recipient:** Santa Barbara County Association of Governments  
**Name of Project:** Goleta Train Depot Improvements  
**CTC Resolution/Waiver Number:** 1. TIRCP-1920-03  
 2. CalSTA Waiver 1920-028  
 3. Waiver 21-20  
**CTC Resolution/Waiver Date:** 1. October 9, 2019  
 2. June 26, 2020  
 3. March 25, 2021  
**Allocated Component, Phase, and Allocation Amount:** Electric Shuttles – CON:  
 \$400,000 (\$180,000 GGRF; \$220,000 PTA)  
**Fund Source:** GGRF and PTA

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GD 0020000003	7049	\$180,000 (GGRF) \$220,000 (PTA)	3/9/20	19-20	05SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8/12/20
2660-301-0046R 2660-101-0046		29	2018	2018-19				

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. Project ID No.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO
64	3736	R410GD 0020000003	7049	\$0 (GGRF) \$0 (PTA)	3/30/21	19-20	05SBCAGPS-02	CP047
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.					Signature of Accounting Officer			Date
ITEM		CHAPTER	STATUTES	FISCAL YEAR				8/12/20
2660-301-0046R 2660-101-0046		29	2018	2018-19				

**Certification of Funds: EA 410GE/0022000243**

**Name of Recipient:** Santa Barbara County Association of Governments  
**Name of Project:** Goleta Train Depot Improvements  
**CTC Resolution/Waiver Number:** TIRCP- 2122-33  
**CTC Resolution/Waiver Date:** May 19, 2022  
**Allocated Component, Phase, and Allocation Amount:** New Multi-Modal Facility Adjacent to Amtrak - PS&E: \$1,212,000 (\$547,000 GGRF; \$665,000 PTA)  
**Fund Source:** GGRF and PTA

SOURCE DIST-UNIT	CHARGE DIST-UNIT	EXP AUTH NO. PROJECT ID NO.	OBJECT	ALLOCATION AMOUNT	LED	FY	ENCUMBRANCE DOCUMENT NO.	PPNO	
64	3736	R410GE 0022000243	7049	\$547,000 (GGRF) \$665,000 (PTA)	6/30/2024	21/22	05SBCAGPS-02	CP047	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.					Signature of Accounting Officer  <i>Audrey Hoang</i>			Date  8/8/2022	
ITEM	CHAPTER	STATUTES	FISCAL YEAR						
2660-301-0046R 2660-101-046	29	2020	2020-21						

FEDERAL APPORTIONMENT EXCHANGE PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 05  
Agency: Santa Barbara County Association of Governments

Agreement No. X22-6090(106)  
AMS Adv ID:0522000152

THIS AGREEMENT is made on April 22, 2022, by Santa Barbara County Association of Governments, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

\$5,675,508.00 for Fiscal Year 2021/2022

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Santa Barbara County.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance



Accounting Officer

Date

04/06/2022

\$

5,675,508.00

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$5,675,508.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

#### 10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department of Transportation  
Governments

Santa Barbara County Association of

By:   
For Office of Project Implementation  
Division of Local Assistance

By:   
Title: Executive Director

Date: 04/22/2022

Date: 4-20-22



RESOLUTION OF THE SANTA BARBARA  
COUNTY ASSOCIATION OF GOVERNMENTS

AUTHORIZING THE EXECUTIVE DIRECTOR )  
TO ACCEPT AND SIGN ALL CALTRANS MASTER )  
AGREEMENTS, PROGRAM SUPPLEMENTS, FUND )  
EXCHANGE AGREEMENTS AND AMENDMENTS )

RESOLUTION NO. 07-10

WHEREAS, THE Santa Barbara County Association of Governments is an eligible recipient of Federal and/or State funding for transportation projects through the California Department of Transportation (Caltrans); and

WHEREAS, Master Agreements, Program Supplements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the Department of Transportation before such funds are claimed; and

WHEREAS, the Santa Barbara County Association of Governments (SBCAG) is the designated Metropolitan Planning Agency and Regional Transportation Planning Agency under state and federal law; and

WHEREAS, the Santa Barbara County Association of Governments wishes to delegate authorization to execute these agreements and any amendments thereto to the SBCAG Executive Director for Master Agreements, Program Supplements, Fund Exchange Agreements and/or Fund Transfer Agreements with the California Department of Transportation.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Santa Barbara County Association of Governments hereby authorizes the SBCAG Executive Director to accept and sign all agreements and any amendments to Master Agreements, Program Supplements, Fund Exchange Agreements and/or Fund Transfer Agreements with the California Department of Transportation.

PASSED AND ADOPTED this 21st day of June 2007 by the following vote:

AYES: Supervisors Carbajal, Centeno, Firestone, Gray, Wolf;  
Mayors Alvarez, Blum, DeWees, Lavagnino; Councilmembers  
Armendariz, Hicks, Richardson Wallis.

NOES: None

ABSENT: None


ABSTAIN: None

ATTEST:

  
\_\_\_\_\_  
Jim Kemp  
Executive Director

  
\_\_\_\_\_  
Jonny Wallis, SBCAG Chair  
Santa Barbara County  
Association of Governments

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin E. Ready, Sr.  
Deputy County Counsel

SBCAG FY 2023-24 Overall Work Program and Budget

FEDERAL APPORTIONMENT EXCHANGE BUYOUT PROGRAM ANNUAL REPORT FOR <i>Santa Barbara County Association of Governments</i>					
A	B	C = A+B-D	D		
Cash Retained by RTPA as of 6/30/2021	Cash Received From Caltrans 7/1/20 to 6/30/21	Cash Retained by RTPA as of 6/30/2021	Cash Disbursed by RTPA From 7/1/20 to 6/30/21		
			Date of Disbursement	Amount of Cash Disbursement	Name of Agency or Contractor Receiving Cash
36,035,018.03	5,551,286.00	39,256,423.75	7/31/2020	5,804.00	SBCAG - Santa Claus Bikeway
			8/7/2020	145,505.17	SBCAG - Olive Mill/San Ysidro
			9/25/2020	250,703.16	City of Carpinteria
			10/21/2020	118,618.33	SBCAG - Olive Mill/San Ysidro
			10/26/2020	13,303.04	City of Carpinteria
			12/9/2020	170,533.00	City of Lompoc
			2/8/2021	445,777.00	County of Santa Barbara
			3/4/2021	305,031.00	City of Santa Maria
			4/16/2021	91,195.81	SBCAG - Olive Mill/San Ysidro
			4/30/2021	12,841.57	SBCAG- Rincon Trail
			4/30/2021	110,900.00	Caltrans - HWY 101
			5/5/2021	10,822.50	SBCAG - HWY 101
			5/6/2021	20,467.36	SBCAG - HWY 101
			5/6/2021	150,464.23	SBCAG - HWY 101
			6/30/2021	173,215.15	SBCAG - HWY 101
			6/30/2021	6,990.14	SBCAG - HWY 101
			6/30/2021	210,553.07	SBCAG - Olive Mill/San Ysidro
			6/30/2021	29,012.87	SBCAG- Rincon Trail
			6/30/2021	4,415.58	SBCAG - HWY 101
			6/30/2021	4,242.42	SBCAG - HWY 101
				(2,280,395.40)	Total Disbursements
				(300,000.00)	Transferred to other SBCAG funds
				250,515.12	Interest Received
				(2,329,880.28)	Net Disbursements

**APPENDIX I**  
**GLOSSARY OF COMMONLY USED ACRONYMS AND TERMS**

<b>ADA</b>	<b>Americans with Disabilities Act</b> - Landmark 1990 civil rights legislation that bars discrimination against people with disabilities in all major areas of life: employment, public accommodations, transportation and communications. As it relates to provision of transportation services, the ADA requires that transportation providers ensure nondiscriminatory accessible service for disabled individuals, and that public transportation providers operating fixed route bus service provide paratransit service comparable to the fixed route service.
<b>ADT</b>	<b>Average Daily Travel</b> - The average number of vehicles which traverse a given segment of roadway over a 24-hour period.
<b>ALUC</b>	<b>Airport Land Use Commission</b> - Agency responsible under state and federal law to protect public health, safety, and welfare by ensuring that vacant lands in the vicinity of the airports are planned and zoned for uses compatible with airport operations. SBCAG is designated as the ALUC for Santa Barbara County.
<b>ALUP</b>	<b>Airport Land Use Plan</b> - A plan which provides for the orderly growth of the airports in the region. Local general plans, specific plans, zoning ordinances and other local land use regulations are required by state law to be consistent with the ALUP.
<b>ATP</b>	<b>Active Transportation Program</b> – Created by Senate Bill 99 to encourage increased use of active modes of transportation, such as walking and biking.
<b>CAE</b>	<b>Clean Air Express</b> - Bus service that provides residents of Northern Santa Barbara County commuting to their jobs in Goleta and Santa Barbara a fast, convenient, and money-saving way to get to work.
<b>CALTRANS</b>	<b>California Department of Transportation</b> - Agency responsible for state-wide transportation programs in California, and the California Transportation Plan. Caltrans is the implementing agency for most state highway projects and for the intercity rail program.
<b>CAP</b>	<b>Clean Air Plan</b> - The federal 1990 Amendments to the Clean Air Act require a comprehensive demonstration of attainment of the federal emissions standards by air quality non-attainment areas. The demonstration for Santa Barbara County included the adopted 1994 Clean Air Plan, or CAP. An update to that plan was completed in 1998 and has been submitted for EPA approval. The most recent update to that plan was completed in 2001 and has been approved as the SIP.
<b>CART</b>	<b>Carpinteria Area Rapid Transit</b> - Demand-responsive general public transit service in the Carpinteria area operated by Easy Lift Transportation under contract with the City of Carpinteria.

- CASP**      **California Aviation System Plan** - Statewide aviation system planning effort responding to state law (PUC 21701-21707). The CASP is updated biennially by the California Department of Transportation, Division of Aeronautics, and approved by the CTC. The law mandates the CASP to include identification of air transportation issues, a capital improvement element, a regional system element and a statewide system element. The biennial update of the CASP Capital Improvement Element provides the basis for the development of the State Aeronautics Capital Improvement Program, under which state funding is programmed for the various aviation and airport projects throughout the state.
- CBD**      **Central Business District** - The downtown business areas of cities, historically the central downtown area.
- CCAT**      **Central Coast Area Transit** – A public transit service operated by San Luis Obispo Regional Transit Authority (SLORTA) that provides service between the cities of Santa Maria and San Luis Obispo County.
- CEQA**      **California Environment Quality Act** - A law which requires that governmental decision makers be provided with adequate information about the potentially significant environmental impacts of proposed projects. CEQA also mandates ways to avoid or significantly reduce damage to the environment.
- CIP**      **Capital Improvement Program** – A list of projects, their estimated cost, and schedule contained within a report approved by the responsible agency. The RTP's CIP is included in the Action Element, Chapter Five of the RTP.
- CMA**      **Congestion Management Agency** - The county agency responsible for developing, coordinating and monitoring the Congestion Management Program (CMP) required by Section 65088 of the California Government Code. SBCAG has been designated by the cities and the county as the region's CMA. SBCAG is responsible, in cooperation with local and state agencies, for identifying and resolving traffic congestion problems within the county pursuant to specific legislative requirements.
- CMAQ**      **Congestion Mitigation and Air Quality Program** - A program created by the Intermodal Surface Transportation and Efficiency Act (ISTEA) which provides funds for transportation plans and programs in areas that are currently not in attainment with the federal Clean Air Act for ozone or carbon monoxide. CMAQ-funded projects must contribute to the attainment of federal air quality standards by demonstrating a reduction in vehicular emissions.
- CMP**      **Congestion Management Program** - The CMP is a comprehensive program designed to reduce auto-related congestion through provision of roadway improvements, travel demand management and coordinated land use planning among all local jurisdictions. The program is optional for every county in California with an urbanized area of at least 50,000 people. The CMP is updated biennially.
- CMS**      **Congestion Management System** - A CMS is required of all Transportation Management Areas (TMAs). In the Santa Barbara County Region, a CMS was adopted as part of the CMP, and is comprised primarily of the principal arterials in the region.

- CNEL**      **Community Noise Equivalency Level** - Noise exposures generated by aircraft operations at airports are expressed as Community Noise Equivalent Level values. CNEL values are used as a method of specifying aircraft noise and designating limiting criteria for residential and other land uses around airports.
- CNG**      **Compressed Natural Gas** - An alternative fuel currently being demonstrated in Santa Barbara County.
- COLT**      **City of Lompoc Transit** - COLT is the transit provider in the Lompoc Region, serving the City of Lompoc and the unincorporated communities of Vandenberg Village and Mission Hills. The transit service was expanded in July 1999 to provide a new fixed route service. The demand response service was retained to provide ADA required service.
- CRCC**      **Coast Rail Coordinating Council** - A council of elected representatives from the transportation planning agencies of the coastal counties formed to investigate the future of the Union Pacific Coast Line. A stated objective of the group is to improve rail frequencies and speed on the coast route between San Francisco and Los Angeles.
- CTC**      **California Transportation Commission** - A body appointed by the governor that is responsible for the State Transportation Improvement Program (STIP), the development of the Regional Transportation Plan Guidelines, and statewide transportation policy.
- CTP**      **California Transportation Plan** - A long-range transportation plan for the state required by ISTEA and prepared by the State Department of Transportation.
- CTSA**      **Consolidated Transportation Service Agency** – In accordance with state statute (AB120), SBCAG designates a Consolidated Transportation Service Agency. The CTSA's primary role is to promote coordination and consolidation of social service transportation. Two CTSA's have been designated within SBCAG's jurisdiction. Easy Lift Transportation, Inc. has served as the CTSA for the South Coast Region since 1981. In 1999, SMOOTH, Inc. was designated as the CTSA for the Santa Maria Region (including the cities of Santa Maria and Guadalupe and the unincorporated Orcutt area). Designation entitles the CTSA's to claim TDA Section 4.5 monies.
- DEPLANED**      Refers to passengers de-boarding or getting off an aircraft at a given location.
- DOF**      **California State Department of Finance**
- EIR/EIS**      **Environmental Impact Report/Environmental Impact Statement** - An analysis of the environmental impacts of proposed land development and transportation projects; it is an EIR when conducted in response to the California Environmental Quality Act (CEQA), and an EIS when conducted for federally funded or approved projects per the National Environmental Policy Act (NEPA). A draft EIR or draft EIS (DEIR or DEIS) is normally circulated to the public and agencies for comments.

- EMFAC** EMFAC is a model developed by the California Air Resources Board to derive on-road mobile source emission factors for all on-road mobile source criteria pollutants (expressed in grams per vehicle mile traveled). The latest model is EMFAC 2002 and EMFAC 2007 and is to be released at the end of this year.
- ENPLANED** Refers to passengers which have boarded or gotten on aircraft at a given airport (includes passengers transferring between airplanes).
- EPA** **Environmental Protection Agency** - The United States agency charged with setting policies and guidelines and carrying out legal mandates for the protection of national interests in environmental resources.
- FAA** **Federal Aviation Administration** - As an agency under the U.S. Department of Transportation, FAA is responsible for all federal aviation programs.
- FCAA** **Federal Clean Air Act (Amendments) (FCAAA or CAAA)** - Federal legislation that sets national air quality standards and requires each state with areas that have not met federal air quality standards to prepare a State Implementation Plan (SIP). The 1990 FCAA amendments established air quality requirements for the development of metropolitan transportation plans and programs.
- FHWA** **Federal Highway Administration** - As an agency under the U.S. Department of Transportation (U.S. DOT), FHWA is responsible for administering all federal highway programs.
- FSTIP** **Federal Statewide Transportation Improvement Program** – The FSTIP is prepared by Caltrans to meet federal requirements of Title 23 USC and is a statewide compilation of projects proposed for federal transportation funding from TEA 21 taken from each regionally adopted FTIP.
- FTA** **Federal Transit Administration** - Formerly known as the Urban Mass Transportation Administration (UMTA), FTA is an agency under the U.S. Department of Transportation (U.S. DOT) responsible for all federal programs related to mass transit.
- FTIP** **Federal Transportation Improvement Program** - The FTIP is a multi-year program of transportation projects for Santa Barbara County that are funded from predominantly federal sources. The FTIP is developed and adopted by SBCAG on a biennial basis. Once adopted, the FTIP is submitted to the California Department of Transportation and federal funding agencies for review, approval and incorporation into statewide FTIP (FSTIP).
- GAA** **General Aviation Airport** - An airport which does not have scheduled air service and which serves only general aviation aircraft.
- HCM** **Highway Capacity Manual** – A manual describing the relationships between roadway capacity and travel/flow characteristics and containing procedures for calculating the level of service (LOS) of a roadway or intersection.

<b>HCS</b>	<b>Highway Capacity Software (1985)</b> – Computer software developed to analyze changes in travel/flow characteristics associated with changes in roadway capacity.
<b>HDV</b>	<b>Heavy Duty Vehicles</b> - Vehicles (trucks) which have three or more axles.
<b>HOT Lane</b>	<b>High Occupancy Toll Lane</b> – A travel lane on a roadway segment, the use of which is restricted to HOVs and to other vehicles that pay a prescribed toll.
<b>HOV</b>	<b>High Occupancy Vehicle</b> - A vehicle which is transporting more than one person. HOV lanes are segments of roadway which are restricted to HOVs.
<b>ISTEA</b>	<b>Intermodal Surface Transportation and Efficiency Act</b> - Federal transportation legislation signed into law in December 1991, which substantially changed the way transportation funding decisions are made. It emphasized diversity, balance of modes, and the preservation of existing systems. ISTEA authorized the expenditure of \$151 billion over its six-year life. It was superseded by TEA-21 in 1998.
<b>ITIP</b>	<b>Interregional Transportation Improvement Program</b> –A program prepared biennially by Caltrans which includes interregional highway and intercity rail projects proposed for funding through the STIP. The ITIP comprises 25 percent of the funding in the State Transportation Improvement Program (STIP). Sixty percent of the ITIP funds are programmed and expended for improvements to state highways that are outside the boundaries of an urbanized area with a population of more than 50,000 and for inter-city rail improvements. Of that 60 percent, 15 percent must be programmed for inter-city rail improvement projects. In sum, a minimum of 9 percent (60 percent multiplied by 15 percent) of ITIP funds must be available for inter-city rail projects. This is equivalent to 2.25 percent of total STIP funding. MPOs may propose projects for consideration by Caltrans for inclusion in the ITIP.
<b>ITS</b>	<b>Intelligent Transportation System</b> – General term to describe a range of advanced electronic and information technologies that can be used to improve the safety, operational efficiency and productivity of the transportation system.
<b>JTAC</b>	<b>Joint Technical Advisory Committee</b> – A committee composed of members of both the TPAC and TTAC, formed by the SBCAG Board in August 2010 to guide the development of the RTP-SCS.
<b>Km</b>	<b>Kilometer</b> - Unit of distance, metric system. One mile = 1.6093 km.
<b>LCP</b>	<b>Local Coastal Plan</b> - Guides the development of land within the coastal areas of California. The zoning ordinances of the jurisdictions within the region implement provisions of the LCP.
<b>LCTOP</b>	<b>Low Carbon Transit Operations Program</b> – Is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by California Legislature in 2014 by Senate Bill 862.



- LOS**      **Level of Service** - A measure of congestion on a highway facility or intersection based primarily on the comparison between the facility's capacity and the speed and density of its traffic volume. Levels of congestion are designated along a scale from "A" to "F", with "A" indicating free flow conditions and "F" indicating severe congestion.
- LOSSAN**      **Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency** – Agencies, including SBCAG, from San Diego in the south to San Luis Obispo in the north have joined together to promote passenger rail service and capital investment in the Amtrak Pacific Surfliner rail corridor.
- LTA**      **Local Transportation Authority** - In its role as the LTA for the region, SBCAG is responsible for implementing and administering the ½% sales tax authorized by Measure D in November 1989.
- LTF**      **Local Transportation Fund** – A county fund derived from the ¼% statewide sales tax established by the Transportation Development Act for public transportation. LTF funds are administered and allocated to local governments, transit operators and CTSA's by SBCAG. LTF revenues must be used for public transit purposes as a first priority but may be used for street and road purposes if SBCAG finds that there are no unmet transit needs that can reasonably be met.
- MAP-21**      The **Moving Ahead for Progress in the 21st Century Act**, a federal surface transportation bill signed into law by President Obama on July 6, 2012. MAP-21 replaced SAFETEA-LU and funded surface transportation programs at over \$105 billion for two (FY 2013 and 2014). It was subsequently extended.
- Measure A**      A countywide ½ sales tax measure for transportation approved by County voters in November 2008. Measure A replaces Measure D and takes effect for a term of 30 years beginning April 1, 2010.
- Measure D**      A 1/2 cent sales tax referendum approved by the voters in 1989 to fund local and regional transportation facility maintenance and improvements in Santa Barbara County over the next 20 years.
- MPO**      **Metropolitan Planning Organization** - Under federal law, the organization designated by the governor as responsible for transportation planning and programming activities required under federal law in an urbanized area. It serves as the forum for cooperative decision making by a regional board made up of local elected officials. As the regions' designated MPO, SBCAG is responsible for development of the federal long-range transportation plan and multi-year funding programs, and the selection and approval of transportation projects using federal funds.
- NAAQS**      **National Ambient Air Quality Standards** - Standards set by the federal Environmental Protection Agency (EPA) for the maximum levels of air pollutants which can exist in the outdoor air without unacceptable effects on human health or the public welfare.
- NEPA**      **National Environmental Policy Act** – Federal legislation which establishes requirements and procedures for documenting the environmental impacts of

federally funded projects, including transportation improvements.

- NHS**      **National Highway System** - Required under Section 1006 of the ISTEA, the NHS is comprised of major highways which serve interstate and interregional travel, connecting major population centers, ports, airports, public transportation facilities, major travel destinations, international border crossings, and major military installations.
- OWP**      **Overall Work Program** - The OWP is the document which describes and details the planning and programming activities SBCAG will conduct in a fiscal year. The OWP also serves as the documentation for the federal and state planning grants which finance the program.
- PRIMARY AIRPORT**      A commercial service airport that enplanes more than 10,000 Passengers/year.
- PSR**      **Project Study Report** – A preliminary engineering study which evaluates project scope, cost, alternatives, environmental and technical issues for use in making programming decisions. A new project may not be included in an RTIP or ITIP without a completed PSR.
- PTMISEA**      **Public Transportation Modernization Improvement and Service Enhancement Account Program** – was created by Proposition 1B the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006.
- REAP**      **Regional Early Action Planning** – Supports equitable, affordable housing and sustainable transportation projects. REAP 2.0 integrates housing and climate goals, broader planning and implementation investments and infrastructural investments for infill development.
- RELIEVER AIRPORT**      A general aviation airport which is designated by the FAA as a "reliever airport". It must be near a metropolitan area, providing an alternate landing site. A reliever airport is intended to reduce congestion at the large primary airports.
- RGF**      **Regional Growth Forecast** – A 30-year projection of population, jobs and housing prepared by SBCAG.
- RIP**      **Regional Improvement Program** – One of the two broad programs that make up the STIP. The RIP is funded from 75% of new STIP funds and further subdivided by formula into county shares. Regional agencies program RIP funds to projects through the RTIP process.
- RMRA**      **Road Maintenance and Rehabilitation Account** – Senate Bill (SB) 1, Chapter 5, Statutes of 2017, created the Road Maintenance and Rehabilitation Program to address deferred maintenance on the State Highway System and the local street and road systems for the deposit of various funds for the program
- RSTP**      **Regional Surface Transportation Program** – The portion of the federal Surface Transportation Program that is directly allocated to regions. RSTP funds are programmed by SBCAG in the FTIP.

- RTIP** **Regional Transportation Improvement Program** - Prepared and adopted biennially by SBCAG, the RTIP includes projects from the Regional Transportation Plan (RTP) Action Element nominated for state highway, transit and rail funds. The RTIP when adopted is submitted to the California Transportation Commission (CTC) for inclusion in the State Transportation Improvement Program (STIP).
- RTP** **Regional Transportation Plan** - The RTP is a long-range plan (covering a twenty year planning period) to improve our region's state highways; local streets, roads, and bikeways; airports and marine facilities; transit, paratransit, and passenger rail services. A guide for the development of these facilities, the RTP describes the priorities for making investments in our region's transportation system.
- RTPA** **Regional Transportation Planning Agency** - The multi-county or county-level agency responsible under state law for the preparation of RTPs and allocation of funds. RTPAs can be local transportation commissions, Councils of Governments, MPOs, or statutorily created agencies. SBCAG is the designated RTPA for the Santa Barbara County region.
- SB 45** **Senate Bill 45** – State legislation enacted in 1997 that substantially changed the process for allocating state and federal transportation funds through the STIP. The major changes include consolidation of several STIP funding programs into two broad programs, increased programming flexibility, authority, and accountability for regional agencies and full accounting of all project costs in the STIP. SB-45 shortened the STIP period from 7 years to 4 years; however, it was changed to a five-year program beginning with the 2002 STIP under AB 2928.
- SBAPCD** **Santa Barbara County Air Pollution Control District** - The local agency that governs air quality issues, proposes and adopts local air pollution rules, enforces those rules, responds to air pollution related complaints, issues permits to polluting sources, and inventories sources of air pollution emissions.
- SBCAG** **Santa Barbara County Association of Governments** - SBCAG is a voluntary council of governments formed under a joint powers agreement executed by each of the general-purpose local governments in Santa Barbara County. SBCAG is an independent entity governed by a thirteen-member board consisting of a city council representative from each of the eight cities in the county and the five members of the county board of supervisors. The city representatives are appointed by their respective city councils. SBCAG is the designated Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Organization (MPO) for Santa Barbara County.
- SAFE** **Service Authority for Freeway Emergencies** – State legislation (SB 1199) enacted in 1985 authorized the establishment of local SAFEs for purposes of installing, maintaining and operating a network of motorist aid call boxes. The program is funded by a \$1 per year fee on all registered motor vehicles within the county.
- SAFETEA-LU** **The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)** was enacted August 10, 2005, as Public Law 109-59. SAFETEA-LU authorizes the federal surface transportation programs for highways, highway safety, and transit for the 5-year period 2005-2009. SAFETEA-

LU replaces TEA 21, the former federal surface transportation authorizing legislation which expired in October 2003.

- SB1**      **Senate Bill 1-** Senate Bill 1 the Road Repair and Accountability Act of 2017.
  
- SBCAPCD**      **Santa Barbara Air Pollution Control District** – The local agency that governs air quality issues, proposes and adopts local air pollution rules, enforces those rules, responds to air pollution related complaints, issues permits to polluting sources, and inventories sources of air pollution emissions.
  
- SBMTD**      **Santa Barbara Metropolitan Transit District - SBMTD** (also abbreviated MTD) is the provider of public transit services on the South Coast.
  
- SCCP**      **Solutions for Congested Corridors Program** – Is a statewide, competitive program that provides funding to achieve a balanced set of transportation, environmental and community access improvement to reduce congestion throughout the state.
  
- SCS**      **Sustainable Communities Strategy** – A regional plan required by SB 375 to be incorporated into the RTP that integrates population, housing and land use into regional transportation planning.
  
- SCTAC**      **South Coast Transportation Advisory Committee** - An advisory committee to SBCAG formed to provide input on unmet transit needs of the transit disadvantaged and disabled members of the population on the South Coast.
  
- SCTP**      **South Coast Transit Plan** – A transit plan prepared by Santa Barbara MTD that describes extensive improvements to transit service throughout the South Coast.
  
- SGR**      **State of Good Repair Program** – The Road Repair and Accountability Act of 2014, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017) signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements.
  
- SHOPP**      **State Highway Operation and Protection Program** – A program of projects adopted biennially by Caltrans to preserve and protect the state highway system and provide for its safe operation. SHOPP projects include traffic safety, pavement and bridge rehabilitation, seismic retrofit, earthquake and storm damage repair and traffic operational improvements.
  
- SIP**      **State Implementation Plan** - A document prepared by each state, with input from local Air Pollution Control Districts, describing the existing air quality conditions and measures which will be taken to attain and maintain national ambient air quality standards (NAAQS). In California, the SIP is prepared by the California Air Resources Board (CARB or ARB).
  
- SMAT**      **Santa Maria Area Transit** - SMAT is the transit provider in the Santa Maria/Orcutt Area.
  
- SMOOTH**      **Santa Maria Organization of Transportation Helpers** – SMOOTH is designated as the CTSA for the Santa Maria-Guadalupe-Orcutt region.

- S RTP**      **Short Range Transit Plan** - SRTP is a five-year comprehensive plan required of all public transit operators by federal and regional transportation funding agencies.
- STA**        **State Transit Assistance** - Funds allocated to the county and administered by SBCAG pursuant to the Transportation Development Act (TDA), which are designated for transportation planning and mass transportation purposes specified by the legislature.
- STIP**      **State Transportation Improvement Program** - A statewide program of transportation projects adopted biennially by the CTC which governs the expenditure of state revenues for transportation over the succeeding five-year period.
- STP**        **Surface Transportation Program** - A flexible funding program established under ISTEA and continued under TEA-21, which may be used for a broad range of transportation improvements.
- STRAHNET**    The federal Strategic Highway Network, or STRAHNET, is the federal designation system of highways providing access to major U.S. military installations.
- TAZ**        **Traffic Analysis Zone** - A geographical area delineated for the purpose of transportation modeling. TAZs are the major units of transportation modeling analysis and are delimited on the basis of socio-economic, topographic, political, and transportation facilities information.
- TCM**      **Transportation Control Measure** - Any strategy to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for the purpose of reducing motor vehicle emissions.
- TDA**        **Transportation Development Act** - As contained in Section 99200 of the Public Utilities Code, the TDA provides two major sources of funding for public transportation through regional planning and programming agencies: the county Local Transportation Fund (LTF), which is derived from 1/4 cent of the 6 cent retail sales tax collected statewide; and the State Transit Assistance (STA) funds(also abbreviated STAF), which are for transportation planning and mass transportation purposes as specified by the legislature.
- TDM**      **Transportation Demand Management** - The implementation of measures which encourage people to change their mode of travel, travel during off-peak periods, or not to make a trip at all, e.g., ridesharing, pricing incentives, parking management and telecommuting.
- TDP**        **Transit Development Program** - Federal Transit Administration (FTA) requires that a TDP be prepared for all areas applying for TDP capital or operating grants. The required TDP should provide for the planning and coordination of all public transit systems in an area and should cover a planning period of five years. The TDP must be consistent with the Regional Transportation Plan (RTP) and the Regional Transportation Improvement Program (RTIP). TDPs are typically

prepared for rural areas, while SRTPs are prepared for individual transit operations in urban areas.

- TE**            **Transportation Enhancements** – A program under ISTEA and TEA-21 which sets aside a portion of Surface Transportation Program (STP) funds for several categories of projects whose purpose is to enhance the transportation system. Enhancement funds can be used for bicycle and pedestrian facilities, landscaping and scenic highway programs, restoration of historic rail stations, and various other purposes.
- TEA-21**       **Transportation Equity Act for the 21<sup>st</sup> Century**- Federal legislation enacted June 9, 1998 as Public Law 105-178. TEA-21 authorizes the federal surface transportation programs for highways, highway safety, and transit for the 6-year period 1998-2003. This legislation superseded the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) but maintained its basic structure and built on its key initiatives.
- TIP**            **Transportation Improvement Program** - See RTIP, STIP, FTIP.
- TIRCP**        **Transit and Intercity Rail Program** – Created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by Senate Bill 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund to fund transformative capital improvement that will modernize California’s intercity, commuter, urban rail systems, and bus and ferry transit systems to reduce emission of greenhouse gases by reducing congestion and vehicles miles traveled thought California.
- TMA**            **Transportation Management Area** - A region which is subject to certain planning requirements under ISTEA. Any urbanized area with population of more than 200,000 is automatically a TMA. Other urbanized areas may request designation as a TMA, as did SBCAG.
- TSM**            **Transportation System Management** - Relatively low-cost improvements designed to make the transportation system work more efficiently and to increase its people carrying capacity.
- TTAC**          **Technical Transportation Advisory Committee** - As one of the two regional advisory committees in Santa Barbara County, TTAC serves as a communication link between SBCAG and all transportation agencies in the county. TTAC reviews and makes policy recommendations on fiscal matters, fund allocations, special studies and planning documents for submittal to the SBCAG policy board. The committee consists of public works representatives from the eight cities and the County and representatives from SBMTD, Caltrans, and the SBCAPCD.
- TPAC**          **Technical Planning Advisory Committee** - TPAC is SBCAG's regional planning advisory committee, serving as a communication link between SBCAG and all planning agencies in the county. TPAC is composed of the planning directors of the county and eight cities, and two ex-officio members from UCSB and VAFB.
- UCSB**         **University of California at Santa Barbara.**

**UP**            **Union Pacific Railroad Company** - Owner and operator of private rail services along the entire coastline and one branch line (between Surf and White Hills) in Santa Barbara County.

**VAFB**        **Vandenberg Air Force Base.**

**VMT**        **Vehicle Miles Traveled** - VMT is the sum of miles traveled by all vehicles during a fixed period of time on a fixed expanse of highways.