



## Council Agenda Report

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**Department Name:** Public Works  
**Cost Center:** 5010  
**For Agenda of:** October 20, 2020  
**Placement:** Consent  
**Estimated Time:** N/A

**FROM:** Matt Horn, Public Works Director  
**Prepared By:** Luke Schwartz, Transportation Manager

**SUBJECT:** CONSIDERATION OF A REGIONAL SURFACE TRANSPORTATION (RSTP) EXCHANGE / SURFACE TRANSPORTATION BLOCK GRANT (STBG) COOPERATIVE AGREEMENT WITH THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS (SLOCOG)

### RECOMMENDATION

1. Adopt a Resolution authorizing the City Manager to execute the SLOCOG RSTP Exchange / STBG Cooperative Agreement No. SLO-FAST-01; and
2. Approve the priority of projects proposed for use of discretionary Urban State Highway Account (USHA), funding allocations (Table 1); and
3. Authorize the Assistant City Manager or their designee to prepare and submit future grant applications for projects eligible for competitive grants administered by SLOCOG; and
4. Authorize the Assistant City Manager or their designee to execute SLOCOG grant reimbursement requests and other related grant documents on behalf of the City; and
5. Authorize the Finance Director to augment the budget and appropriate grant funds and approve budget amendments on a project-by-project basis to appropriate Regional State Highway Account (RSHA), Urban State Highway Account (USHA), and Safe Route to Schools (SRTS) grant funds administered by SLOCOG.

### DISCUSSION

#### Background

As the Metropolitan Planning Organization and Regional Transportation Planning Agency for the San Luis Obispo County region, the San Luis Obispo Council of Governments (SLOCOG) handles a variety of responsibilities, including administering funding from State, federal, and regional sources to local agencies. The Surface Transportation Block Grant (STBG) Program, a Federal-aid funding program, provides flexible funding that may be used by states and localities for transportation projects; however, use of federal funds can often prove challenging for local entities, as use these funds often requires non-federal match requirements, burdensome administrative obligations, and additional environmental analysis for compliance with the National Environmental Policy Act (NEPA).

For this reason, the State of California established the Regional Surface Transportation Program (RSTP), which allows agencies such as SLOCOG to exchange its apportionment of federal STBG program funds for non-federal RSTP exchange funds, thereby eliminating many of the burdensome obligations associated with use of federal funds.

SLOCOG distributes RSTP funds to the local jurisdictions within the San Luis Obispo County region both on a competitive basis, in the form of Regional State Highway Account (RSHA) and Safe Route to School (SRTS) grant funds, and as “local choice apportionments” in the form of Urban State Highway Account (USHA) funds, which are distributed on a fair-share basis to each locality within the County based on population. From FY2013-14 through FY2020-21, SLOCOG has programmed up to \$2.4 million in STBG/RSTP grant funds to be used for eligible transportation projects within the City of San Luis Obispo. To date, approximately \$400,000 has been reimbursed or is reflected in in-progress reimbursement requests to SLOCOG, leaving an available balance of approximately \$2.0 million for eligible City projects.

In order for local agencies to request reimbursement for work performed on eligible STBG/RSTP funded projects, a Cooperative Agreement must be executed between the local agency and SLOCOG. A Cooperative Agreement is a general agreement regarding the responsibilities of each agency in relation to administration of these funds. While the City of San Luis Obispo has been successfully receiving reimbursements for eligible grant-funded work through an existing Cooperative Agreement with SLOCOG from 2009, SLOCOG has requested that the City enter into an updated Cooperative Agreement in order to continue to receive reimbursement for work performed on eligible projects. The updated Cooperative Agreement identifies the current USHA/RSHA funding allocations, current instructions and standardized forms for reimbursement requests. For this reason, staff recommends that the Council adopt a Resolution (Attachment A) authorizing the City manager to execute the SLOCOG RSTP Exchange/STBG Cooperative Agreement No. SLO-FAST-01 (Attachment B).

#### **Projects Identified for Use of STBG/RSTP Grant Funds**

Table 1 below summarizes the capital improvement projects proposed for use of STBG/SRTS grant funds. RSHA and SRTS grant funds are allocated to specific projects based on a competitive process involving SLOCOG Board approval—the City does not have discretionary authority to use these funds for other projects without explicit approval by SLOCOG. USHA grant funds are administered by SLOCOG as “local choice” apportionments, where the City has more discretionary flexibility to allocate funds to projects of the City’s choosing, as long as these projects provide operational and/or safety improvements along eligible Federal-aid Urban System (FAUS) routes.

Table 1 – Projects Recommended for Use of STBG/RSTP Grant Funds

Funding Source	Project Name	Programmed thru FY2020-21	Available Balance thru FY2020-21
RSHA	Railroad Safety Trail (Taft to Pepper Segment)	\$300,000	\$300,000**
RSHA	Signal & Intersection Improvements Citywide – Orcutt/Tank Farm Roundabout	\$370,000	\$370,000
<b>Subtotal RSHA</b>		<b>\$670,000</b>	<b>\$670,000</b>
USHA	Previous Completed Projects	\$295,330	\$0*
USHA	Broad/Woodbridge Pedestrian Hybrid Beacon	\$140,000	\$140,000**
USHA	Orcutt/Tank Farm Roundabout	\$994,670	\$994,670
<b>Subtotal USHA</b>		<b>\$1,430,000</b>	<b>\$1,134,670</b>
SRTS Cycle 2	Ramona to Foothill SRTS Path & HAWK (Anholm Phase 1A)	\$100,000	\$0*
SRTS Cycle 3	Anholm Neighborhood Greenway Phase 1B	\$200,000	\$200,000
<b>Subtotal SR</b>		<b>\$300,000</b>	<b>\$200,000</b>
<b>TOTAL ALL FUNDING SOURCES</b>		<b>\$2,400,000</b>	<b>\$2,004,670</b>

\*Funds have already been reimbursed, or reimbursement request has been approved by SLOCOG and is in process under previous 2009 Cooperative Agreement.

\*\*Funds already reflected in the City's currently adopted FY2019-21 Financial Plan and/or FY2020-21 Supplemental Budget

As shown in the table above, the proposed funding allocation would apply \$1.36 million in new funding (RSHA and USHA funds) to the Orcutt Road/Tank Farm Road Roundabout Project, which is planned for construction in spring of 2021. This would allow for the deprogramming of an equivalent amount of local funds currently allocated to this project. Staff would seek separate approval by Council for future projects from that deprogramming.

### Policy Context

The recommended actions are consistent with the City of San Luis Obispo's Financial Management Manual, Section 740 – Grant Management Policy. The policy states that the Council will approve grant applications in excess of \$5,000 and delegates receipt and contract execution authority to the City Manager. The competitive grants administered via the SLOCOG Cooperative Agreement—projects funded through RSHA funds and SLOCOG SRTS grant funds as shown in Table 1 above—have already been solicited and awarded to the City.

### Public Engagement

This item is on the Council Agenda for the October 20, 2020 meeting and will follow all required postings and notifications. The public may have an opportunity to comment on this item at or before the meeting.

**CONCURRENCE**

The Director of the Finance Department concurs with the staff recommendation.

**ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) does not apply to the recommended action in this report because the action does not constitute a “Project” under CEQA Guidelines Section 15378. The individual projects funded with grant funds administered under the Cooperative Agreement will include the necessary environmental reviews and studies prior to implementation.

**FISCAL IMPACT**

Budgeted: No

Budget Year: 2020-21

Funding Identified: Yes

**Fiscal Analysis:**

<b>Funding Sources</b>	<b>Current FY Cost</b>	<b>Annualized On-going Cost</b>	<b>Total Project Cost</b>
General Fund			
State STBG/RSTP – RSHA Grant Funds	\$670,000		\$670,000
State STBG/RSTP – USHA Grant Funds	\$1,134,670		\$1,134,670
State STBG/RSTP – SLOCOG SRTS Grant Funds	\$200,000		\$200,000
Federal			
Fees			
Other:			
Total	\$2,004,670		\$2,004,670

There is no direct fiscal impact associated with executing the Cooperative Agreement itself.

Of the \$2,004,670 in available STBG/RSTP grant funds programmed for the City of San Luis Obispo, \$300,000 in RSHA funds have already been allocated to the Railroad Safety Trail (Taft to Pepper) project and \$140,000 in USHA funds have already allocated to the Broad/Woodbridge Pedestrian Hybrid Beacon project in the current FY2019-21 Financial Plan and FY2020-21 Supplemental Budget. *The remaining available balance of \$1,564,670 in STBG/RSTP grant funds has yet to be appropriated by the City to individual projects and would represent new funding not included in the FY2019-21 budget.* As grant funds are appropriated to individual projects (per Table 1), this will allow for the de-programming of equivalent local funds (General Fund, Local Revenue Measure, Transportation Impact Fee) currently committed to these projects.



**ALTERNATIVES**

*Do not authorize execution of the Cooperative Agreement.* This is not recommended as this action allows for the use of alternative funding (non-local) to further leverage existing local funds.

**Attachments:**

**a - Draft Resolution**

**b - Exhibit 1 to Resolution - Draft FAST Cooperative Agreement**

**RESOLUTION NO. \_\_\_\_ (2020 SERIES)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS REGIONAL SURFACE TRANSPORTATION EXCHANGE / SURFACE TRANSPORTATION BLOCK GRANT COOPERATIVE AGREEMENT NO. SLO-FAST-01**

**WHEREAS**, the City and the San Luis Obispo Council of Governments (SLOCOG) are authorized, pursuant to requirements of Fixing America's Surface Transportation Act (FAST Act) § 1109(a), to enter into a Cooperative Agreement for any transportation purpose within the City; and

**WHEREAS**, the SLOCOG Board approved allocation of urban and regional Surface Transportation Block Grant (STBG) Program funds for projects within the City of San Luis Obispo; and

**WHEREAS**, SLOCOG intends to exchange its apportionment of Federal Surface Transportation Block Grant (STBG) funds for Regional Surface Transportation Exchange (RSTP Exchange) funds for the projects within the City, therefore eliminating the non-federal match and compliance with the National Environmental Policy Act (NEPA).

**WHEREAS**, CEQA Guidelines Section 15064.7(b) allows lead agencies to adopt thresholds of significance for the lead agency's general use in its environmental review process.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of San Luis Obispo as follows:

**SECTION 1.** The Council hereby authorizes the City Manager to execute the San Luis Obispo Council of Governments RSTP Exchange/STBG Cooperative Agreement No. SLO-FAST-01 (Exhibit 1).

**SECTION 2.** The Council hereby authorizes the Assistant City Manager or their designee to prepare and submit future grant applications for competitive grant programs administered by SLOCOG.

**SECTION 3.** The Council hereby authorizes the Assistant City Manager or their designee to execute SLOCOG grant reimbursement requests and other related grant documents on behalf of the City.

Resolution No. \_\_\_\_\_ (2020 Series)

**SECTION 4. Environmental Review.** No environmental review is required for execution of a Cooperative Agreement or grant submittals, as the proposed actions are not a “project” under CEQA Guidelines Section 15378.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll call vote:

AYES:

NOES:

ABSENT:

The foregoing resolution was adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor Heidi Harmon

ATTEST:

\_\_\_\_\_  
Teresa Purrington  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Christine Dietrick  
City Attorney

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on \_\_\_\_\_.

\_\_\_\_\_  
Teresa Purrington  
City Clerk

R \_\_\_\_\_

**RSTP EXCHANGE/STBG COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO ON THE DATE BELOW STATED is between the San Luis Obispo Council of Governments, referred to herein as "SLOCOG", and the

**CITY OF SAN LUIS OBISPO**

a municipal corporation and  
political subdivision of the  
State of California, referred  
to herein as the "CITY".

**RECITALS**

**WHEREAS**, SLOCOG and the CITY are authorized, pursuant to requirements of the Fixing America's Surface Transportation (FAST Act), FAST Act § 1109(a), to enter into a Cooperative Agreement for any transportation purpose within the CITY; and

**WHEREAS**, The FAST Act's Surface Transportation Block Grant Program, acknowledging that this program has the most flexible eligibilities among all Federal-aid highway programs, and aligning the program's name with how FHWA has historically administered it; and

**WHEREAS**, the SLOCOG Board approved allocation of regional Surface Transportation Block Grant Program (STBGP) funds for the projects identified on the attached Table 1 (summary table and project summary sheets) and STBGP Program continues all prior STP eligibilities (see in particular 23 U.S.C. 133(b)(15), as amended, each of the individual project is herein referred to as "PROJECT"; and

**WHEREAS**, SLOCOG intends to exchange its apportionment of Federal Surface Transportation Block Grant Program (STBGP) funds for Regional Surface Transportation Exchange (RSTP Exchange) funds for the PROJECTs, therefore eliminating the non-federal match and compliance with the National Environmental Policy Act (NEPA); and

**WHEREAS**, all applicable laws, regulations, and policies relating to the use of Regional Surface Transportation Program Exchange (RSTP Exchange) funds for the PROJECTs, shall apply notwithstanding any other provisions of this Agreement; and

**WHEREAS**, all obligations of the CITY under the terms of this Agreement are subject to funding appropriation by the Legislature, and the receipt and allocation of funding by SLOCOG; and

**NOW, THEREFORE**, in consideration of the above noted findings and considerations, the parties agree as follows:

- 1) The CITY agrees to administer each PROJECT and conduct the applicable environmental process required under the California Environmental Quality Act (CEQA) for each PROJECT.
- 2) The CITY agrees to advertise, open and review bids, and to award the contract for each applicable PROJECT (or combination of projects) as needed, in accordance with State laws.
- 3) The CITY agrees that all phases of each PROJECT will be developed in accordance with policies, procedures, practices, standards, regulations, and laws that apply to the CITY, Caltrans (where appropriate), and SLOCOG General Programming Requirements, the 2016 Annual Exchange Agreement and subsequent STBGP annual exchange agreements between SLOCOG and the State of California (Department of Transportation). If in the judgment of SLOCOG a project may impact a street, road or highway owned or controlled by a jurisdiction other than CITY (including without limitation the County, another city, or the State of California), SLOCOG may require the CITY to establish a project development team (PDT) composed of representatives of such jurisdictions, as well as SLOCOG.

## Item 4

- 4) The CITY agrees to construct each PROJECT in accordance with the plans and specifications of the CITY (and Caltrans when PROJECT involves state highway facilities), and in accordance with the conditions of funding adopted by SLOCOG.
- 5) The CITY agrees to maintain the facilities constructed, improved, or otherwise modified.
- 6) The CITY agrees to utilize, for each PROJECT, an amount of Regional or Urban RSTP Exchange funds equal to or less than that adopted by SLOCOG, and that SLOCOG's total obligation shall not exceed the amounts shown in **Table 1** unless a greater amount has been authorized in advance in writing by SLOCOG.
- 7) The CITY agrees to account for all costs for the PROJECTS to be paid by SLOCOG pursuant to this Agreement and agrees to perform all the reimbursable work for each project according to the billing period identified in the project summary sheets.
- 8) After the opening of bids on applicable PROJECTS, the CITY shall notify SLOCOG of any cost overruns or underruns to the original cost estimate. The following will be assumed and reflected in SLOCOG's RSTP Exchange accounting spreadsheets:
  - a) If less funding than what was programmed is required for a PROJECT, the cost savings will be made available for reprogramming into another CITY project as approved by SLOCOG.
  - b) If more funding than what was programmed is required for a PROJECT, the CITY will be solely responsible for providing the additional funding, which can be comprised of various non-regional funding sources, including cost savings from other CITY RSTP Exchange projects.
- 9) The CITY may submit an invoice for reimbursement of funds expended for each PROJECT no more than once a month, using the attached Reimbursement Request Form (**Exhibit A**). All Payments will be prorated between CITY and SLOCOG based on the agreed percentages of funding, as adopted by SLOCOG and listed on each project summary sheet. All invoices must contain the following:
  - a. RSTP Exchange PROJECT number and name
  - b. A brief description of work accomplished during the billing period.
  - c. A copy of the consultant's bill to the CITY (if applicable).
  - d. Amount expended by the CITY during the billing period, with evidence of funds expended (e.g. a copy of a CITY check to consultant or accounting documentation, etc.)
  - e. Amount requested for reimbursement for the billing period
- 10) SLOCOG agrees to reimburse the CITY within 30 days of receipt of a completed reimbursement request form (**Exhibit A**) with all applicable attachments and signatures or as funds become available on a "1<sup>st</sup> come, 1<sup>st</sup> served" basis, an amount expended by the CITY during the invoices' billing period less the aforesaid proration. If a PROJECT receives both Regional and Urban Regional Surface Transportation Exchange funding (referred to in Exhibits hereto as "Regional" and "Urban" respectively), reimbursements shall be made on a pro rata basis from each source for SLOCOG's share. SLOCOG's total obligation for each PROJECT cost shall not exceed the amount shown in **Table 1,** unless SLOCOG has in writing authorized a greater amount per adopted SLOCOG policy.
- 11) Within two months of either the execution of this agreement or each PROJECT's completion and all work incidental thereto, whichever comes later, the CITY must provide SLOCOG certification in the form provided in **Exhibit B** hereto, of completion in accordance with the provisions in this Agreement, and a final invoice containing those items listed above. In the event that final project costs are less than those listed on Table 1, hereto, the funds shall be reallocated in accordance with SLOCOG RSTP Exchange policy **Exhibit C.**
- 12) If this project has been paid for either entirely, or in part with Regional RSTP Exchange funds, and CITY, or any of its officials, chooses to publicly memorialize participation in said project, then CITY shall also memorialize SLOCOG's financial participation in said project in a manner agreeable to SLOCOG. This paragraph shall apply to, but is not limited to, signage during construction, representation at dedications and placement of plaques or other objects of memorialization, whether at or near the project site or not.



## Item 4

- 13) The CITY grants to the State of California and/or SLOCOG access to the CITY's books and records for the purpose of verifying that RSTP Exchange funds paid are properly accounted for and the proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection by authorized Caltrans and/or SLOCOG agents at any time during the PROJECT development and for a four-year period from the date of completion, or for one year after the audit is completed or waived by Caltrans and/or SLOCOG, whichever is later.
- 14) Upon completion of all work under this Agreement, ownership and title to all materials will automatically be vested in the CITY and no further agreement will be necessary to transfer ownership to the CITY.
- 15) If existing public and/or private utilities conflict with the PROJECT construction or violate the CITY's encroachment policy (as applicable), the CITY shall make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. The CITY shall review the plans for protection, relocation or removal. If there are costs of such protection, relocation, or removal which the CITY must legally pay, the CITY shall pay the cost of said protection, relocation or removal, plus cost of engineering, overhead and inspection. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with CITY policies and procedures.
- 16) The CITY shall defend, indemnify and save harmless SLOCOG, its officers and employees from all and any claims, demands, damages, costs, expenses, judgments, attorneys' fees or any liability arising out of this Cooperative Agreement to the performance or attempted performance of the provisions hereof, or any project referred to in the Exhibits hereto. Nothing contained in the foregoing indemnity provision shall be construed to require CITY to indemnify SLOCOG against any responsibility of liability in contravention of Civil Code section 2782.
- 17) If the CITY transfers its risk connected with design or construction of this project to independent contractors, CITY agrees to use its best efforts to obtain the independent contractor's inclusion of SLOCOG as an indemnitee and in any insurance procured by such independent contractor(s) for the project, to name SLOCOG as an additional insured.
- 18) Both the CITY and SLOCOG shall designate a Project Coordinator who shall represent the respective agencies and through whom all communications between the parties to this agreement shall occur.
- 19) Both parties agree that if, in the course of carrying out the PROJECT, there is a disagreement among the Project Coordinators over the direction of the project, the matter will be forwarded through a three step conflict resolution process. First, resolution will be attempted between the CITY Manager and SLOCOG Executive Director. If a dispute continues, a determination shall be made by the SLOCOG Executive Committee, and, if required, final determination by the full SLOCOG Board.
- 20) Nothing in the provisions of this Agreement is intended to create duties, obligations, or rights for third parties not signatories to this Agreement or affect the legal liability of either party of the Agreement by imposing any standard of care with respect to the maintenance of local roads different from the standard of care imposed by law.
- 21) No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated herein or in the attached **Table 1** shall be binding on any of the parties thereto.
- 22) This Agreement may be terminated or provisions contained therein may be altered, changed, or amended by mutual consent, in writing, of the parties hereto.
- 23) Prior to award of a contract for any PROJECT, SLOCOG may terminate the applicable PROJECT in the Cooperative Agreement by written notice, provided SLOCOG pays the CITY for all PROJECT-related costs reasonably incurred by the CITY prior to termination. Also, prior to award of a contract for any PROJECT, the CITY may terminate the applicable PROJECT in the Cooperative Agreement by written notice, provided the CITY pays SLOCOG for all costs reasonably incurred by SLOCOG prior to termination.

**SIGNATURES:**

CITY OF SAN LUIS OBISPO

SAN LUIS OBISPO COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Derek Johnson, City Manager

By: \_\_\_\_\_  
Peter Rodgers, Executive Director

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

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

**ATTEST:**

By: \_\_\_\_\_  
Teresa Purrington, City Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
J. Christine Dietrick, City Attorney

By: \_\_\_\_\_  
Nina Negranti, SLOCOG Counsel

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

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

**TABLE 1**  
**CITY OF SAN LUIS OBISPO PROJECTS**  
**for**  
**Agreement No. SLO-FAST-01**

<b>SLOCOG#</b>	<b>Program</b>	<b>Project Name</b>	<b>Programmed</b>	<b>Balance</b>
SMAPSL02R	RSHA	Railroad Safety Trail - Taft to Pepper Segment - ATP-5016(057)	\$300,000	\$300,000
SMAPSL03R	RSHA	Signal & Intersection Improvements Citywide	\$370,000	\$370,000
SMAPSL01U	USHA	USHA - City of SLO (FY 13/14 - 20/21)	\$1,430,000	\$1,134,670
SMAPCG04R	SRTS Cycle 2	Ramona to Foothill SRTS Path & HAWK (Anholm Phase 1A)	\$100,000	\$0
SMAPCG04R	SRTS Cycle 3	Anholm Neighborhood Greenway Phase 1B	\$200,000	\$200,000
		<b>Total</b>	<b>\$2,400,000</b>	<b>\$2,004,670</b>

**EXHIBIT A**  
**San Luis Obispo Council of Governments**  
**Regional Surface Transportation Program Exchange (RSTP Exchange)**

**REIMBURSEMENT REQUEST FORM**

Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Project Number(s): Regional: \_\_\_\_\_ Urban: \_\_\_\_\_

Project Title: \_\_\_\_\_

This Invoice Covers Work Completed from: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Project Budget Information: **(complete box below - refer to cooperative agreement "Table 1" for budget information)**

<b>Total SPENT This invoice</b>	\$	-	When using electronic format: fill in unshaded areas only	
	<b>Regional</b>	<b>Urban</b>	<b>Other Sources Non Regional</b>	<b>TOTAL</b> (must equal 100%)
<b>Reimbursement Rate by Fund Source</b> (must be consistent with Exhibit A Project Sheet)				0%
<b>Pro-rata Reimbursement by Funding Source</b> (Regional/Urban)	\$	-	\$	-

Please send a check for \$ \_\_\_\_\_  
*Total RSTP Exchange share due this invoice (total of heavier shaded boxes above)*

- Attachments: 1) A brief description of work completed; and  
 2) Consultant invoices  
 3) Proof of payment (e.g. copy of City check to consultant).

Signed: \_\_\_\_\_  
 (Agency Rep.)

Shaded boxes below for SLOCOG Use

Regional Planner Approval	Accounting Initials

**EXHIBIT B**  
**PROJECT COMPLETION FORM**  
**for**  
**RSTP Exchange Projects**

This form notifies SLOCOG of project completion in accordance with the provisions in the Cooperative Agreement noted below. *Our records indicate that the project listed below, funded all or in part with RSTP Exchange funds, has been completed:*

Project Name: \_\_\_\_\_

Project Number(s): \_\_\_\_\_

Cooperative Agreement Date (Recipient Agency): \_\_\_\_\_

Approved RSTP amount: \_\_\_\_\_

I \_\_\_\_\_ *certify, on behalf of the City/County*  
name of authorized official

of \_\_\_\_\_, *that the project named above was completed*  
name of jurisdiction

on \_\_\_\_\_ *in accordance with the provisions set forth in the cooperative*  
approximate date of completion

*agreement dated* \_\_\_\_\_ *. It is my understanding that all savings*  
date jurisdiction representative signed

*from a cost underrun will be returned to* \_\_\_\_\_ *for*  
City/County or SLOCOG

*reprogramming in accordance with the cooperative agreement.*

Signed: \_\_\_\_\_  
signature of authorized official

Date: \_\_\_\_\_  
date signed

Return completed and signed Project Completion Forms within 2 months of the completion of each project to:

SLOCOG  
 1114 Marsh Street  
 San Luis Obispo, CA 93401  
 Attn: Stephen Hanamaikai



**EXHIBIT C**

**Project Eligibility by Fund Program** - Project eligibility requirements by funding program are summarized below.

- I. **Regional Surface Transportation Program.** The Surface Transportation Program (STP) provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. SLOCOG's 2014 RTP will provide guidance on priority routes for regional funding consideration.

The STP program supports national performance goals as defined in FAST-Act, but there are no measures tied specifically to this program. Eligible costs for funds under these programs include pre-project initiation documents (Pre-PID), project study reports (PSR), preliminary engineering (PE), right-of-way acquisition (RW), capital costs, and construction costs associated with an eligible activity.

**Eligible Project Activities:**

- Construction, reconstruction, rehabilitation, resurfacing, restoration, preservation, or operational improvements for highways, streets, and roads; bikeways and other surface transportation improvements.
- Replacement, rehabilitation, and preservation of bridges on any public road, including construction or reconstruction necessary to accommodate other modes.
- Construction of new bridges on a Federal-aid highway.
- Capital costs for transit projects eligible for assistance under chapter 53 of title 49, including vehicles and facilities used to provide intercity passenger bus service.
- Carpool projects, fringe and corridor parking facilities and programs, including electric and natural gas vehicle charging infrastructure, bicycle transportation and pedestrian walkways, and ADA sidewalk modification.
- Highway and transit safety infrastructure improvements and programs, installation of safety barriers and nets on bridges, hazard eliminations, mitigation of hazards caused by wildlife, railway-highway grade crossings.
- Highway and transit plans research and development.
- Capital and operating costs for traffic monitoring, management and control facilities and programs, including advanced truck stop electrification.
- Surface transportation planning.
- Transportation Alternatives; newly defined, includes most transportation enhancement eligibilities with the exception of landscaping.
- Transportation control measures (e.g. as defined by region's APCD Clean Air Plan)
- Development and establishment of transportation management systems.
- Environmental mitigation efforts
- Modifications to intersections with high accident rates or levels of congestion.
- Infrastructure-based ITS capital improvements consistent with the Central Coast ITS Implementation Plan.
- Environmental restoration and pollution abatement.

- Control of noxious weeds and establishment of native species.
- Congestion pricing projects and strategies, including electric toll collection and travel demand management strategies and programs.
- Recreational trails projects.
- Construction of marine terminals.
- Truck parking facilities.
- Surface transportation infrastructure modifications within port terminal boundaries, only if necessary to facilitate direct intermodal interchange, transfer, and access into and out of the port.
- Construction and operational improvements for a minor collector in the same corridor and in proximity to an NHS route if the improvement is more cost-effective (as determined by a benefit-cost analysis) than an NHS improvement and will enhance NHS level of service and regional traffic flow.

**Available Funding**

- Direct urban and rural apportionment up to minimum required equal to 110%, plus 15%, of the FY 1990/91 allocation of Federal Aid Secondary (FAS) based upon 2010 census data (initiated in 2015). Final apportionment tables will be developed for the August 2017 Board meeting.
- Regional discretionary funds of \$5.0M through FY 2021.

**EXHIBIT D****General Programming Policies - All Fund Programs**

SLOCOG's 2014 Regional Transportation Plan / Sustainable Communities Strategy identifies an overall goal to develop a multi-modal transportation system which is balanced, coordinated, safe, cost effective, environmentally sound, economically supportive, meeting all the financially reasonable transportation needs of all citizens in San Luis Obispo County. General programming policies affecting the decision making and project selection of the surface transportation system are summarized as follows:

1. SLOCOG will strive to be fair and equitable in the allocation of funding between the various subregions in the county and among member jurisdictions.
2. SLOCOG will adhere to the federal and state statutes, policies, regulations and guidelines applicable to each fund being allocated, and require recipients of grants to do the same.
3. SLOCOG will recommend projects for funding that are:
  - Deliverable
  - Consistent with the goals, policies, and programs of the 2014 Regional Transportation Plan
  - Regionally Significant
  - Responsive to immediate funding and project needs
  - Consistent with specific criteria of a particular funding program
  - High likelihood of leveraging other funding (state, federal and/or local)
4. SLOCOG will seek to implement all programs in a timely and efficient manner.
5. SLOCOG will seek to maximize the use of the funds for general public benefit, and will marshal other funds when possible to complete funded projects by prioritizing joint-funded projects.
6. SLOCOG will integrate social equity factors in to the decision making process by applying the findings generated from the Disadvantaged Communities Assessment that is now amended in to the 2014 RTP/SCS.
7. SLOCOG will, to the extent feasible, assure the integration of all projects with jurisdiction, region and statewide transportation plans, providing a comprehensive, systematic approach to resolving transportation problems in the region.
8. SLOCOG will retain maximum flexibility of federal programs under FAST ACT, where feasible, and will also seek to exchange Surface Transportation Block Grant Program (STBGP) (federal) funds for Regional Surface Transportation Program (RSTP) Exchange (state) funds, for reasons of cost efficiency and simplicity in administration. Through the RSTP Exchange funds ultimately become (local) funds.
9. SLOCOG will retain a continuing commitment to emphasize quality and promote excellence in the development of competitive proposals, seeking to fund the best possible projects in terms of cost effectiveness, public benefit and regional and local significance.
10. SLOCOG will reserve discretionary funds for advance development work to ensure regionally significant projects are well scoped, alternatives assessed, accurate estimates prepared, and a finance plan for implementation is developed.

## Item 4

11. SLOCOG will reserve off-the-top funding for programs identified in the 2014 RTP/SCS, including Transportation Demand Management (i.e. Rideshare), Active Transportation Partnership Program, Highway Safety Improvement Program and Safe Routes to School.
12. SLOCOG will maintain funding commitments for existing programmed projects as long as those projects have achieved the project delivery milestones set out at the time of programming. Unavoidable delays to the project delivery milestones will be considered on a case by case basis.
13. SLOCOG will commit a portion of discretionary funding to match and leverage other competitive state-wide grant programs (e.g. new SB1 programs, State of CA Active Transportation Program, Highway Safety Improvement Program (HSIP) for projects of regional significance.)
14. SLOCOG may consider using the above referenced fund sources to address surface transportation needs as identified in the June 7<sup>th</sup> 2017 SLOCOG Board Staff Report item B-3 2018 RTIP Fund Assumptions Programming Approach - Table 2 Sections 1, 2, and 3, and defer the programming of funds on needs identified in Section 4 (Other Multi-Modal Needs, including bicycle, pedestrian, and public transit related needs).