

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 04

Agreement Amendment No. 05-0343 A3

Work Description

RECONSTRUCT US 101 RAMP INTERSECTIONS TO IMPROVE OPERATIONS AT VIA REAL/SANTA MONICA AVENUE RAMP

Contact Information

CALTRANS

David Emerson, Project Manager

50 Higuera St.

San Luis Obispo, CA 93401

Office Phone: 805-549-3437

Email: david.emerson@dot.ca.gov

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Fred Luna, Deputy Corridor Manager

260 North San Antonio Road, Suite B

Santa Barbara, CA 93110

Office Phone: 805-961-8900

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AMENDMENT NO. 05-0343 A3

FUNDING SUMMARY NO. 04

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 03 in its entirety with Funding Summary No. 04.
2. Funding Summary No. 3 amends the footnotes to allow for increased spending in CMGC Pre-Construction Services and Independent Cost Estimate.

<u>FUNDING TABLE</u>							
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>		<u>CALTRANS</u>		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
STATE	SBCAG	SB1 LPP	375,000	345,000*	0	484,000	1,204,000
LOCAL	SBCAG	Local	375,000	345,000*	300,000	484,000	1,504,000
Totals			750,000	690,000	300,000	968,000	2,708,000

* Includes \$50,000 in SB1 LPP and \$50,000 in Local Funds for CMGC Pre-Construction Services and Independent Cost Estimate

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SPENDING SUMMARY

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	Totals
	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	
SB1 LLP	375,000	0	345,000*	0	0	0	484,000	1,204,000
Local	375,000	0	345,000*	0	300,000	0	484,000	1,504,000
Totals	750,000	0	690,000	0	300,000	0	968,000	2,708,000

* Includes \$50,000 in SB1 LPP and \$50,000 in Local Funds for CMGC Pre-Construction Services and Independent Cost Estimate. These funds will be spent proportionately, and the PROJECT overall funding will not be increasing to accommodate the CMGC work.

Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCAG will pay invoices within five (5) calendar days of receipt of invoice.
8. If SBCAG has received EFT certification from CALTRANS then SBCAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

CALTRANS will draw from state and federal funds that are provided by SBCAG without invoicing SBCAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.

10. When a PARTY is reimbursed for actual cost, invoices will be submitted each quarter for the prior quarter's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Approval and Environmental Document (PA&ED)

11. CALTRANS will invoice SBCAG for a \$37,500 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice on a quarterly basis and SBCAG will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

12. CALTRANS will invoice SBCAG for a \$62,500 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice on a quarterly basis and SBCAG will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

13. CALTRANS will invoice SBCAG for a \$40,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice on a quarterly basis and SBCAG will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

14. CALTRANS will invoice SBCAG for a \$80,000 initial deposit after execution of this AGREEMENT. This deposit represents two (2) months' estimated costs. Upon receipt of deposit CALTRANS will commence R/W support.

Thereafter, CALTRANS will invoice on a quarterly basis and SBCAG will reimburse for actual costs incurred and paid.

Signatures

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

Timothy M. Gubbins
District Director

Holly Sierra
Chair

Date: _____

Attest:

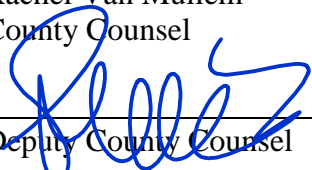
Cheryl Berry
Resource Manager

Marjie Kim
Executive Director

Approved as to form:

Rachel Van Mullem
County Counsel

Gina Schumacher
HQ Accounting



Deputy County Counsel