

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 05

Agreement Amendment No. 04

Work Description

CONSTRUCT HOV LANES FROM SHEFFIELD DRIVE TO SYCAMORE CREEK ON STATE ROUTE 101 IN SANTA BARBARA COUNTY

Contact Information

CALTRANS

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AMENDMENT NO. 04

FUNDING SUMMARY NO. 05

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 04 in its entirety with Funding Summary NO. 05.
2. Funding Summary No. 5 provides the following modifications:
 - a. Increased STATE funding SB1 LPP funds by \$68,000 for R/W CAPITAL to be spent by SBCAG.

FUNDING TABLE						
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>	<u>SBCAG</u>		
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
STATE	SBCAG	STIP/RIP	3,149,000	0	0	3,149,000
STATE	SBCAG	SB1-LPP	0	0	3,749,000	3,749,000
LOCAL	SBCAG	Measure	13,949,890*	1,250,110	4,649,000	19,849,000
Totals			17,098,890	1,250,110	8,398,000	26,747,000

*Includes \$2,600,000 for CMGC Pre-Construction services and Independent Cost Estimating contracts.
 The Funding Table shows the portion of funding that a PARTY will provide for the PROJECT COMPONENTS.

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SPENDING SUMMARY

Fund Type	PS&E**		R/W Support		R/W CAPITAL	Totals
	<u>CALTRANS</u>	SBCAG	CALTRANS	<u>SBCAG</u>	<u>SBCAG</u>	
STIP/RIP	3,149,000	0	0	0	0	3,149,000
SB1-LPP	0	0	0	0	3,749,000	3,749,000
Measure	2,600,000*	11,349,890	0	1,250,110	4,649,000	19,849,000
Totals	5,749,000	11,349,890	0	1,250,110	8,398,000	26,747,000

*For CMGC Pre-Construction services and Independent Cost Estimating contracts.

**PS&E costs or savings of STIP/RIP (\$3,149,000) and Local funds (\$2,600,000) will not be in proportion to amount contributed by each fund type due to the independent nature of separate scope services and products as shown in Attachment A. The SBCAG portion of the PS&E (\$13,949,890) is funded with their own Measure funds and is not a reimbursable expense.

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.

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. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCAG invoices for rates in excess of CalHR rates, SBCAG will fund the cost difference and reimburse CALTRANS for any overpayment.

8. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
9. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
10. The table in the Spending Summary shows the PARTY that will spend the funding. Caltrans will invoice SBCAG for Measure A funds in accordance with the invoicing and payments Articles 12 and 16.

Invoicing and Payment

11. 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.
12. 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.

13. 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.
14. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month'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.
15. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
16. If CALTRANS reimburses SBCAG for any costs later determined to be unallowable, SBCAG will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

17. CALTRANS will invoice SBCAG for a \$40,800 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. This deposit has already been collected.

Thereafter, CALTRANS will invoice and SBCAG will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

18. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

19. SBCAG will invoice and CALTRANS 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. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

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

Das Williams
Chair, Board of Directors

Date: _____

Date _____

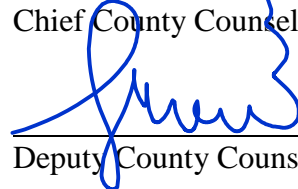
Cheryl Berry
District 5 Resource Manager

Attest:

Marjie Kim
Executive Director

Nadine Karavan
HQ Accounting

Approved as to from:
Rachel Van Mullem
Chief County Counsel



Deputy County Counsel