

Amendment No. 1 to the Agreement for Cost Sharing  
Westside Storm Water Control Project  
City Agreement No. 17,697  
Agreement No. 17,697.1

THIS AMENDMENT No. 1 to the agreement for Cost Sharing of the Westside Storm Water Control Project, City Agreement 17,697 ("Agreement"), is made and entered into this 17 day of May, 2005,

by and between the

City of Santa Barbara, a municipal corporation, hereinafter referred to as "CITY";

and the

Santa Barbara County Flood Control And Water Conservation District, Hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, by the Agreement dated January 23, 1995, CITY and DISTRICT entered into an agreement for construction of the Westside Storm Water Control Project ("Project"); and

WHEREAS, the Project was split into three phases for ease of construction. Phase I being complete as of this time, and Phases II and III are planned for construction next Fiscal Year. **Phase I** is defined as "existing storm drain" on Attachment 1 and Phases II & III are defined as "Proposed Storm Drain" on Attachment 1; and

WHEREAS, Section 2 of said Agreement specifies how the DISTRICT and CITY will share the costs of the Project and the DISTRICT is now willing to allow the CITY to spread its costs under the Agreement as described in Section 2 as amended by this Amendment No. 1; and

WHEREAS, Section 9 of the Agreement provides for amendment of the Agreement upon written approval by both parties; and

WHEREAS In an effort to expedite completion of the Project, the CITY and DISTRICT agree that it is in the interest of both agencies to build both Phases II and III under one contract to save on costs and to expedite completion of the Project;

NOW, THEREFORE, it is mutually agreed that the Agreement shall be amended as follows;

1. The subsection entitled "Services Provided by City" of Section 1 of the Agreement is amended by adding section seven which reads as follows:

7. CITY shall provide engineering services and plans for construction of handicap ramps at all locations required of the Project. CITY shall own and maintain said handicap ramps.

2. Section 2 of the Agreement is hereby amended to read as follows:

The above services shall be provided by CITY and DISTRICT at their own respective expense except for the geotechnical and materials testing costs, which are part of the Construction Cost of the Project. Construction Cost is defined as the final actual construction contract amount including all contract change orders and valid claims plus the costs for geotechnical services and materials testing.

CITY's share and DISTRICT's share of the Construction Cost shall be twenty-five percent (25%) and seventy-five percent (75%), respectively. DISTRICT shall provide to City Public Works Director an itemized account of all applicable Project Construct Cost expenses incurred by the District. The District will credit CITY for any amounts agreed upon as credits.

Within 30 days of completion of the Project, DISTRICT will present to CITY an invoice for the CITY's Share (25%) of the Construction Cost. CITY agrees to pay fifty percent (50%) of the invoiced amount within forty-five (45) days of receipt of the invoice. On or before September 1, 2006 CITY shall pay DISTRICT an additional twenty-five (25%) of the

amount, subject to completion of the project. On or before September 1, 2007 City shall pay DISTRICT any remaining amount on the invoice, subject to completion of the project, and CITY's liability to DISTRICT shall be discharged.

3. Excepted as specifically amended herein, the Agreement is unaltered hereby and shall remain in full force and effect.

4. This Amendment is effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement,

CITY OF SANTA BARABRA

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Anthony M. Nisich  
Tony Nisich,  
Public Works Director

James J. Rose  
Chair, Board of Directors

Attest:

Attest:

By: Christina M. Pedregon  
Deputy City Clerk

By: Michael Brown  
Michael Brown, Clerk of the Board

Approved as to form:

Approved as to form:

By: Stephen P. Wiley  
Stephen P. Wiley,  
City Attorney

By: Stephen Shane Stark  
Stephen Shane Stark,  
County Counsel

Approved as to content:

Approved as to form:

By: Pat Bell  
City Engineer

By: Robert W. Geis  
Robert W. Geis, Auditor-  
Controller - DEPUTY

Approved as to content:

Approved as to content:

By: James I. Armstrong  
James I. Armstrong  
City Administrator

By: Phillip M. Demery  
Phillip M. Demery,  
County Public Works Director