

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02
Agreement Amendment No. 01

Work Description

IN SANTA CRUZ COUNTY AT HARKINS SLOUGH ROAD. CONSTRUCT IMPROVEMENTS AND BIKE/PED BRIDGE

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Madilyn Jacobsen, Project Manager
50 Higuera Street
San Luis Obispo, CA 93401
Office Phone: (805) 835-6328
Email: madilyn.jacobsen@dot.ca.gov

CITY OF WATSONVILLE

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Watsonville, CA 95076
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Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

AMENDMENT NO. 01

FUNDING SUMMARY NO. 02

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary NO. 02.
2. Funding Summary No. 2 - Add \$318,000 in local funds for PS&E work (Caltrans)
 - Administratively correct total R/W Capital funds available to align with total ATP awarded amount (\$521,000);
 - Amended total of Cooperative Agreement increase = \$321,000

<u>FUNDING TABLE</u> v. 12						
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>	<u>CALTRANS</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	
STATE	CITY	State ATP	0	0	521,000	521,000
LOCAL	CITY	Local	2,762,000	185,000	0	2,947,000
Totals			2,762,000	185,000	521,000	3,468,000

<u>SPENDING SUMMARY</u> v 221						
Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	<u>CALTRANS</u>	CITY	<u>CALTRANS</u>	CITY	<u>CALTRANS</u>	
State ATP	0	0	0	0	521,000	521,000
Local	2,762,000	0	185,000	0	0	2,947,000
Totals	2,762,000	0	185,000	0	521,000	3,468,000

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 law, the Administration Rate is capped at 10 percent 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 funding guidelines for all contributed funds that are programmed and allocated 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, CITY will pay invoices within five (5) calendar days of receipt of invoice.
8. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. CALTRANS will draw from state and federal funds that are provided by CITY without invoicing CITY 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 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.

Plans, Specifications, and Estimate (PS&E)

11. CALTRANS will invoice CITY for a \$125,000 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 and CITY will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

12. CALTRANS will invoice CITY for a \$15,000 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 and CITY will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

13. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

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**

CITY OF WATSONVILLE

Scott Eades
District Director

Tamara Vides
City Manager

Date: _____

Date _____

Hannah Cary
Project Control Manager

Lai Saephan
HQ Accounting