

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 03

Agreement Amendment No. 02

Work Description

HIGHWAY 1 AUXILIARY LANES AND BUS-ON-SHOULDER ELEMENTS FROM 0.2 MILE SOUTH OF 41ST AVENUE OVERCROSSING TO 0.2 MILE NORTH OF SOQUEL DRIVE OVERCROSSING INCLUDING CONSTRUCTION OF NEW BICYCLE/PEDESTRIAN OVERCROSSING AT CHANTICLEER AVENUE IN SANTA CRUZ COUNTY AND THE CITY OF CAPITOLA

Contact Information

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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. 02
FUNDING SUMMARY NO. 03

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 02 in its entirety with Funding Summary NO. 03.
2. Funding Summary No. 3
 - increases the STIP/RIP for Construction Capital to \$7,718,500.
 - adds Measure D funds to Construction Capital in the amount of \$2,330,600.
 - adds footnotes to designate that "SCCP will not fund any cost increases" and "HIP funds will be a fixed contributed amount."

| <u>FUNDING TABLE</u> v. 2 | | | | | |
|---|--------|-----------------------|------------------------|-------------------|-------------------|
| <u>IMPLEMENTING AGENCY →</u> | | | <u>CALTRANS</u> | | Totals |
| Source | Party | Fund Type | CONST. SUPPORT | CONST. CAPITAL | |
| STATE | SCCRTC | STIP/RIP | 0 | 7,718,500* | 7,718,500 |
| LOCAL | SCCRTC | SB1/SCCP | 3,872,000 | 19,422,520 | 23,294,520 |
| LOCAL | SCCRTC | SB1/SCCP _M | 0 | 212,480 | 212,480 |
| LOCAL | SCCRTC | Measure D | 0 | 2,330,600 | 2,330,600 |
| LOCAL-FEDERAL | SCCRTC | HIP | 0 | 1,640,000 | 1,640,000 |
| Totals | | | 3,872,000 | 31,324,100 | 35,196,100 |

^M 11.47% non-federal match for HIP

*Includes \$883,500 G-12 funds

SCCP will not fund any cost increases. HIP funds will be a fixed contributed amount

Eligible costs will spend HIP funds and the required matching funds first, prior to spending other funds. The remaining funds will be spent in proportion once the HIP funds are fully spent.

| <u>EXPENDITURE TABLE</u> | | | | |
|-------------------------------------|--------|-----------------------|------------------------|------------|
| <u>IMPLEMENTING AGENCY →</u> | | | <u>CALTRANS</u> | |
| Source | Party | Fund Type | CONST. CAPITAL | |
| | | | Eligible | Ineligible |
| STATE | SCCRTC | STIP/RIP | X | X |
| LOCAL | SCCRTC | SB1/SCCP | X | X |
| LOCAL | SCCRTC | SB1/SCCP _M | X | X |
| LOCAL | SCCRTC | Measure D | X | X |
| LOCAL-FEDERAL | SCCRTC | HIP | X | -- |

Note: An "X" denotes the funding type is available for payment.
 M- 11.47% non-Federal match for HIP

| v 21 | | | | |
|--------------------------------|-----------------|----------|-----------------|------------|
| <u>SPENDING SUMMARY</u> | | | | |
| Fund Type | CONST. SUPPORT | | CONST. CAPITAL | Totals |
| | <u>CALTRANS</u> | SCCRTC | <u>CALTRANS</u> | |
| STIP/RIP | 0 | 0 | 7,718,500** | 7,718,500 |
| SB1/SCCP | 3,472,000 | 400,000* | 19,422,520 | 23,294,520 |
| SB1/SCCP _M | | | 212,480 | 212,480 |
| Measure D | 0 | 0 | 2,330,600 | 2,330,600 |
| HIP | 0 | 0 | 1,640,000 | 1,640,000 |
| Totals | 3,872,000 | 0 | 31,324,100 | 35,196,100 |

_M 11.47% non-federal match for HIP

*Amount to be paid for support work done by SCCRTC.

**Includes \$883,500 G-12 funds

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. 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.
7. 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

8. 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, SCCRTC will pay invoices within five (5) calendar days of receipt of invoice.
9. If SCCRTC has received EFT certification from CALTRANS then SCCRTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. CALTRANS will draw from state and federal funds that are provided by SCCRTC without invoicing SCCRTC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
11. 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.

CONSTRUCTION Support

12. SCCRTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

13. CALTRANS will invoice SCCRTC for a \$100,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and SCCRTC 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 CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

Timothy M. Gubbins
District Director

Guy Preston
Executive Director

Date: _____

Date

Attest:

Cheryl Berry
District Budget Manager

Sarah Christensen
Engineer

Approved as to form and procedure:

Nadine Karavan
HQ Accounting

Steve Mattas
RTC Counsel