

**AMENDMENT NO. 1 TO AGREEMENT**

This Amendment No.1 , entered into and effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, referred to herein as "CITY". (CITY had been previously referred to as PORT OF LOS ANGELES, a body politic and a municipal corporation of the City of Los Angeles, acting by and through its Board of Harbor Commissioners.)

**RECITALS**

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Cooperative Agreement No. 07-4956, (AGREEMENT) on November 15, 2012, defining the terms and conditions for widening the State Route 47/Interstate 110 (SR47/I-110) connector from one to two lanes and northbound ramps at the I-110 and John S Gibson Boulevard interchange in the City of Los Angeles, referred to as PROJECT.
2. The California Transportation Commission (CTC) allocated \$14,700,000 in Trade Corridors Improvement Fund (TCIF) (PPNO #19) on March 5, 2013 (Resolution TCIF-A-1213-06) to provide a portion of the construction capital for PROJECT. On October 8, 2014, CTC de-allocated \$174,000 of these TCIF to reflect award savings for PROJECT. On March 26, 2015, CTC made a second de-allocation to reflect PROJECT's actual construction amount. The total allocated TCIF amount is now \$13,205,000.
3. PARTNERS now seek to modify the terms and conditions in the AGREEMENT that may be inconsistent with the funding document made regarding project funds.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 9 in the AGREEMENT is replaced in its entirety to read as follows:
  9. CALTRANS and CITY are FUNDING PARTNERS for this Agreement and the details of these funding commitments are documented in the latest FUNDING SUMMARY.
2. The following new Articles 57 to 63 are inserted to the COST: General of the AGREEMENT:

57. PARTNERS will document specific funding, billing, and payment details in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing, and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

58. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.

59. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

60. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

61. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

62. After PARTNERS agree that all WORK is complete for each PROJECT COMPONENT, PARTNERS will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

63. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account. TCIF Guidelines([http://www.bondaccountability.dot.ca.gov/bondacc/documents/TCIF\\_Guidelines.pdf](http://www.bondaccountability.dot.ca.gov/bondacc/documents/TCIF_Guidelines.pdf)).

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

3. Articles following the new Article 63 will be adjusted accordingly in the AGREEMENT.
4. A new FUNDING SUMMARY is attached and made a part of the AGREEMENT.
5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

6. This Amendment No. 1 is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Carrie L. Bowen  
District Director

By: \_\_\_\_\_  
Executive Director *for do*  
Board of Harbor Commissioners

APPROVED AS TO FORM AND PROCEDURE:

Attest: \_\_\_\_\_  
Executive Secretary  
Board of Harbor Commissioners

By: *Josna Georgellis*  
Attorney

APPROVED AS TO FORM: *and Legality EB*

CERTIFIED AS TO FUNDS:

By: *Michael N. Feuer* *OB*  
City Attorney

By: \_\_\_\_\_  
Paul Kwong  
District Budget Manager

By: *Jacques Bay*  
Deputy City Attorney

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By: *[Signature]*  
Accounting Administrator

WO #    TASK #

2469900    203-1400

2426100    203-1400

2485200    203-2600

Account#	54510	W.O. #	SEE LEFT
Ctr/Div#	1172	Job Pac.#	SEE LEFT
Proj/Prog#	000		
Budget FY:		Amount:	
	NO		
	ADDITIONAL	FUNDS	
	REQUIRED		
TOTAL			

For Acct/Budget Div. Use Only    Page 4 of 6

Verified by: *KL*

Verified Funds Available: N/A

Date Approved: 8-17-15

**Part I-FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Total Funds Type
LOCAL	CITY	High Priority Project/Demonstration Projects	\$3,599,600.00			\$3,599,600.00	\$3,599,600.00
LOCAL	CITY	PROP C	\$7,420,000.00			\$7,420,000.00	\$7,420,000.00
STATE	CALTRANS	Trade Corridors Improvement Fund	\$13,205,000.00			\$13,205,000.00	\$13,205,000.00
LOCAL	CITY	Port Funds	\$4,279,000.00	\$6,000,000.00	\$6,000,000.00	\$4,279,000.00	\$10,279,000.00
		<b>Totals by Component</b>	<b>\$28,503,600.00</b>	<b>\$6,000,000.00</b>	<b>\$6,000,000.00</b>	<b>\$28,503,600.00</b>	<b>\$34,503,600.00</b>

This table represents full funding of the PROJECT COMPONENT in Agreement 07-4956A1.

Billing and payment details follow.

## Part II – Billing and Payment Details

### Cost: CONSTRUCTION SUPPORT

1. Each PARTNER listed below will do work for CONSTRUCTION Support as described in the AGREEMENT:

- CITY

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

### Cost: CONSTRUCTION CAPITAL

2. CITY is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the AGREEMENT.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CITY will invoice CALTRANS