

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02

Agreement Amendment No. 01

Work Description

MODIFICATION OF THE ON AND OFF-RAMPS AT STATE ROUTE 47 (SR-47)/VINCENT THOMAS BRIDGE AND THE FRONT STREET/HARBOR BOULEVARD INTERCHANGE (INCLUDING REPLACEMENT OF THE EXISTING SOUTHBOUND (SB) OFF-RAMP AT SR-47 CURRENTLY LOCATED ON THE SOUTH SIDE OF THE MAINLINE WITH A NEW OFF-RAMP TO BE LOCATED ON THE NORTHSIDE OF THE MAINLINE, REALIGNMENT OF THE EXISTING HARBOR BOULEVARD'S NORTHBOUND (NB) ON-RAMP, MODIFICATION OF THE SB OFF-RAMP ONTO HARBOR BOULEVARD, MODIFICATION OF THE NB ON-RAMP ONTO THE SR-47 TOWARDS TERMINAL ISLAND, IMPROVEMENTS ALONG THE LOCAL ROADWAY, AND RECONFIGURATION OF OFF-SITE PORT FACILITIES) TO IMPROVE SAFETY, ACCESS, AND EFFICIENT OPERATIONS

Contact Information

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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 requires the funding to be adjusted as follows: increase Local/Port funds by \$27,175,000, from \$17,000 to \$27,192,000; and increase Local funds by \$5,125,000, from \$37,395,000 to \$42,520,000.

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>CITY</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CITY	SBI - TCEP	0	13,383,000	13,383,000
LOCAL-FEDERAL	CITY	MARAD	0	9,880,000	9,880,000
LOCAL	CITY	Local/Port	12,189,334	15,002,666	27,192,000
LOCAL	CITY	Local	6,459,000	36,061,000	42,520,000
Totals			18,648,334	74,326,666	92,975,000

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>CITY</u>	<u>CITY</u>	DFM CALTRANS	
SBI - TCEP	0	0	13,383,000	0	13,383,000
MARAD	0	0	9,880,000	0	9,880,000
Local/Port	0	12,189,334	14,752,666	250,000	27,192,000
Local	0	6,459,000	36,061,000	0	42,520,000
Totals	0	18,648,334	74,076,666	250,000	92,975,000

Funding

1. 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.

2. 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.

ICRP Rate

3. 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.
4. 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.
5. 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 CITY invoices for rates in excess of CalHR rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

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, CITY will pay invoices within five (5) calendar days of receipt of invoice.
9. 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.
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.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

CONSTRUCTION Support

13. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

14. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Department Furnished Materials (DFM)

15. CALTRANS will invoice CITY for a fixed amount as a lump sum (single payment) after execution of this AGREEMENT and upon CITY's request for DFM.

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**

For Gloria Roberts
D7 District Director

Vickie Murphy

Vickie Murphy
District Budget Manager



Darwin Salmos
HQ Accounting


CITY OF LOS ANGELES

Eugene D. Seroka
Executive Director

Attest:

Amber Klesges
Commission Secretary
Board of Harbor Commissioners

Approve as to Form and Legality:



Estelle M. Braaf *Deputy*
For HYDEE FELDSTEIN SOTO
City Attorney