

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO INSTALL FENCING AND DECORATIVE PAVING AND GRAVEL ON UNPAVED SLOPES AND NARROW AREAS IN ORANGE COUNTY IN THE CITY OF GARDEN GROVE ON ROUTE 22 FROM SPRINGDALE ST. TO GARDEN GROVE BLVD.

Contact Information

CALTRANS

Eric Dickson, Project Manager

1750 E. 4th Street #100

Santa Ana, CA 92705

Office Phone: 949-279-8799

Email: eric_dickson@dot.ca.gov

CITY OF GARDEN GROVE

Ursula Luna-Reynosa, Economic Development and Housing Department Director 11222 Acacia Parkway

Garden Grove, CA 92840

Office Phone: 714-741-514121

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FUNDING SUMMARY NO. 02

<u>FUNDING TABLE</u> v. 1.0						
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>	<u>CITY</u>		Totals
Source	Party	Fund Type	PS&E	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	CLEAN CALIF	20,000	20,000	1,000,000	1,040,000
CITY	CITY	CITY	5,000	60,000	0	65,000
Totals			25,000	80,000	1,000,000	1,105,000

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SPENDING SUMMARY

Fund Type	PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	<u>CALTRANS</u>	CITY	CALTRANS	<u>CITY</u>	<u>CITY</u>	
CLEAN CALIF	20,000	0	20,000	0	1,000,000	1,040,000
CITY	0	5,000	0	60,000	0	65,000
Totals	20,000	5,000	20,000	60,000	1,000,000	1,105,000

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.

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. 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.
7. SHOPP funds can only be expended on SHOPP-eligible items and work.

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.

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

CONSTRUCTION Support

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

CONSTRUCTION Capital

15. CITY will invoice and CALTRANS 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**

Adnan Maiah
Deputy District Director
Strategic Portfolio Management
Single Focal Point

Verification of funds and authority:

Neda Saber
District Budget Manager

Certified as to financial terms and policies:

Lai Saephan
HQ Accounting Supervisor

CITY OF GARDEN GROVE

Lisa L. Kim
City Manager

Attest:

Teresa Pomeroy
City Clerk

Approved as to form and procedure:

Omar Sandoval
City Attorney

