

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

Improvements to the State Route (SR) 99 and Betty Drive interchange at PM 39.6/41.3, in the County of Tulare.

### **Contact Information**

#### **CALTRANS**

Curt Hatton, Project Manager  
2015 East Shields, Suite 100  
Fresno, CA 93726  
Office Phone: (559) 243-3445  
Email: [Curt.Hatton@dot.ca.gov](mailto:Curt.Hatton@dot.ca.gov)

#### **TULARE COUNTY**

Reed Schenke, Director  
Tulare County RMA  
5961 S. Mooney Blvd.  
Visalia, CA 93277  
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Email: [RSchenke@co.tulare.ca.us](mailto:RSchenke@co.tulare.ca.us)

**Table of Contents**

AMENDMENT No.02.....1

FUNDING SUMMARY No. 03.....1

    FUNDING TABLE.....1

    Funding.....2

    Invoicing and Payment.....2

    Right of Way Capital (R/W CAPITAL).....2

    Signatures.....3

**AMENDMENT NO. 02**

**FUNDING SUMMARY NO. 03**

- PARTNERS, in accordance with the provisions of this AGREEMENT (Tulare County Agreement No. 26269), hereby amend this AGREEMENT by replacing FUNDING SUMMARY No. 02 in its entirety with FUNDING SUMMARY No. 03.  
 FUNDING SUMMARY No. 3 will combine R/W Capital Utilities and R/W Capital Acquisition into one R/W Capital component and increasing R/W Capital measure funds to \$13,100,000.

Funding Source	Funding Partner	Fund Type	R/W Capital Utilities	R/W Support	Subtotal Funds Type
STATE	COUNTY	STIP/RIP	\$6,000,000	\$492,000	\$6,492,000
LOCAL	COUNTY	Measure	\$13,100,000	\$0	\$13,100,000
		Subtotals by Component	\$19,100,000	\$492,000	\$19,592,000

**Funding****Invoicing and Payment**

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS 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, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
2. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. When a PARTNER is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

**Right of Way Capital (R/W CAPITAL)**

4. CALTRANS will invoice and COUNTY will reimburse for actual costs.

**Signatures**

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**COUNTY OF TULARE**

By: \_\_\_\_\_  
Sharri Bender Ehlert  
District Director

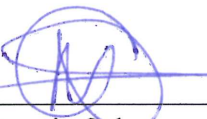
By: \_\_\_\_\_  
~~Kuyler Crocker~~ *Pete Vander Poel*  
Chairman, Board of Supervisors


Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William Etherton  
District Budget Manager

Approved as to form,  
County Counsel:

By:  \_\_\_\_\_  
Darwin Salmos  
HQ Accounting

By:  \_\_\_\_\_  
~~Eric M. Scott~~ *Jeffrey I. Kulin*  
Deputy  
*Walter # 20131240*