

AGENDA: December 8, 1998

 DEPARTMENT OF
PUBLIC WORKS



GOVERNMENTAL CENTER

 JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(631) 454-2160

FAX (831) 454-2385

November 24, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: AMENDMENT TO AGREEMENT, STATE ROUTE 1 AND STATE PARK
DRIVE INTERCHANGE SIGNALIZATION AND SAFETY LIGHTING
PROJECT

Members of the Board:

The State of California Department of Transportation has submitted for execution an original and four copies of an Amendment to Agreement with the County of Santa Cruz for the State Route 1 and State Park Drive Interchange Signalization and Safety Lighting Project. The State has requested that the original and four copies of the amendment be signed by the Chair of the Board on page three and a resolution authorizing the amendment be provided for each copy. After signing by the appropriate State **officials**, the County will be furnished a fully executed copy of the amendment.

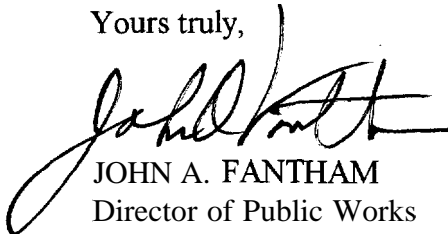
The State submitted amendment will limit the County's funding share of the project to \$227,000 and the State would be responsible for all costs in excess of the County's contribution. The State's estimate for the project has increased from last year's project cost of \$450,000 to this year's project cost of approximately \$500,000. The \$227,000 in County **funding** was previously approved by your Board on August 14, 1997, for the project through County Service Area (CSA) Highway Safety Lighting funds and Intermodal Surface Transportation Enhancement Act (ISTEA) funds. A copy of the Cooperative Agreement dated August 26, 1997, is attached for your Board's review.

In addition, the County was recently notified by the State that there is a \$9,000 reduction in **ISTEA funds** due to State budget cuts. The Department of Public Works is recommending that this funding shortfall be replaced with CSA 9 Freedom Boulevard and Corralitos Boulevard Signalization Project funding. The design and construction of the Freedom Boulevard and Corralitos Road Intersection Signalization Project has been delayed this year because of drainage improvement **funding** constraints and, therefore, the \$9,000 is considered available for the State Route 1 and State Park Drive Interchange Signalization and Safety Lighting Project. We would propose to replace these funds at budget time in the 1999/2000 CSA 9 budget.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached Amendment to Agreement between the State of California and the County of Santa Cruz for the jointly funded State Route 1 and State Park Drive Signalization and Safety Lighting Project.
2. Approve the attached request for transfer of budget appropriations to move \$9,000 from CSA 9 Freedom Boulevard and Corralitos Road Signalization Project to CSA 9 State Route 1 and State Park Drive Signalization and Safety Lighting Project.
3. Adopt the attached resolution authorizing the execution of the Amendment to Agreement.
4. Direct the Clerk of the Board to return the signed original Amendment to Agreement and four copies with authorizing resolution to the State of California Department of Transportation, Carolyn Wheeler, 50 Higuera Street, San Luis Obispo, California 9340 1-54 15.

Yours truly,




JOHN A. FANTHAM
Director of Public Works

JJP:rw

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 CSA Administration

05-SCr-001-10.4/10.7
05-250-441101
Signals/Roadwork

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AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, ENTERED INTO ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

COUNTY OF SANTA CRUZ, a political subdivision of the State of California referred to herein as "COUNTY"

RECITALS

(1) The parties hereto entered into an Agreement (Document #13921) on August 26, 1997, said Agreement defining the terms and conditions of a project to install traffic control signal(s) and safety lighting and performing roadwork on Route 1 at State Park Drive (PM 10.4/10.7), in the community of Aptos, in Santa Cruz County, referred to herein as "PROJECT".

(2) Since the parties entered into said Agreement, cost estimates have been updated and STATE and COUNTY now agree that COUNTY will pay a lump sum amount of \$227,000 in lieu of 51.7% of the total construction costs and 50% of the preliminary and construction engineering costs of PROJECT specified in said Agreement and STATE will bear all costs in excess of \$227,000.

IT IS THEREFORE MUTUALLY AGREED:

(1) Section I, Article (1) of the original Agreement is amended to read: To provide all necessary preliminary engineering, including plans and specifications, and utility identification and location, and all necessary construction engineering services for PROJECT and bear the entire actual expense thereof.

(2) Section I, Article (3) of the original Agreement is amended in its entirety to read:

(1) To pay for all PROJECT costs in excess of COUNTY's contribution, estimated to be \$263,000 (1998/99 Minor A funds). In no event shall STATE's total obligation for construction costs under this Agreement, excluding costs referred to in Section III, Article (7), exceed the amount of \$289,300, provided that STATE may, at its sole discretion authorize a greater amount.

(3) Section II, Article (1) of the original Agreement is amended in its entirety to read:

(1) To deposit with STATE within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded fifteen (15) days prior to STATE's 'bid advertising date of a construction contract for PROJECT, the amount of \$227,000, which figure represents the lump sum total amount of COUNTY's agreed to share of the PROJECT costs. COUNTY's total obligation for PROJECT costs, excluding costs referred to in Section III, Article (7) of this Agreement, shall not exceed the amount of \$227,000 provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount.

(4) Section II, Articles (2), (3) and (4) of the original Agreement are deleted in its entirety.

(5) Exhibit A of the original Agreement is now deleted.

(6) The other terms and conditions of said Agreement (Document #13921) shall remain in full force and effect.

(7) This Amendment to Agreement is hereby deemed to be a part of Document #13921.

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STATE OF CALIFORNIA
Department of Transportation
JAMES W. VAN LOBEN SELS
Director of Transportation

COUNTY OF SANTA CRUZ
701 Ocean St Room 500
Santa Cruz CA 95060

By _____
JAY D. WALTER
District 5 Director

By _____
Chair

Date: _____

Date _____

Attest:
Clerk of the Board

Approved as to form & procedure

By: _____
Deputy Clerk

By _____
Attorney, Department of
Transportation

Date: _____

Approved as to form

Certified as to form & procedure

By: *Paul Tan* 10/20/98
County Counsel

By _____
Accounting Administrator

Certified as to funds

By _____
D. L. Baldrige
Budget Manager

Approved:

By _____
Bart Bohn
District Director
District 6 Central Region

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0400

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Public Works (Dept.)
[Signature] (Signature) 10-21-98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz, Department of Public Works (Agency)
State of California Department of Transportation, Carolyn Wheeler,
and Department of Transportation, 50 Higuera Street, San Luis Obispo, (Name & Address)
CA 93401-5415
- The agreement will provide For the State Route 1 and State Park Drive Interchange
Signalization and Safety Lighting Project. to be administered and constructed
by DOT.
- The agreement is needed For construction costs for the installation of traffic
control signal, Safety Lighting Project.

- Period of the agreement is from Board approval to June 30, 1999
- Anticipated cost is \$ Increase \$0 ↑ 227,000. (Fixed amount; Monthly rate, Not to exceed)
- Remarks: Contract \$227,000; Overhead 7% \$15,890; Total \$242,890

(A)	950932	3590	P00600	621100	\$857,000 ^{74,000}	3590
(B)	951174	6610	P00600	622115	\$144,000 ^{153,000}	6610

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C071516 Date 10/27/98
are not will be
To adjust amount: (A) ~~18,000~~ - GARY A. KNUTSON, Auditor - Controller
(B) + 18,000 - By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Public Works to execute the same on behalf of the Department of Public Work:
(Agency).

Remarks: _____ (Analyst)
By Pete [Signature] County Administrative Officer Date 10/30/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod
*To O: Dept., if rejected.
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6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

COPY

OS-SC 001-10.5
05-25-441101
Signals/Roadwork
Dist Agreement #05-CA-~~401~~165

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON August 26, 1997 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and

COUNTY OF SANTA CRUZ,
a political subdivision of the
State of California, referred to
herein as "COUNTY"

RECITALS

(1) STATE and COUNTY, pursuant to Streets and Highways Code Sections 114 and 130 are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY.

(2) STATE and COUNTY contemplate installing traffic control signal(s) and safety lighting and performing roadwork on Route 001 at State Park Drive (PM 10.4/10.7), in the community of Aptos, in Santa Cruz County, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed and maintained.

SECTION I

STATE AGREES:

(1) To provide all necessary preliminary engineering, including plans and specifications, and utility identification and location, and all necessary construction engineering services for PROJECT and bear STATE's share of the actual expense thereof. Estimates of such costs are shown on Exhibit A, attached and made a part of this Agreement.

(2) To construct PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 48.3% of the actual signal and lighting related construction cost and STATE's 50% share of the actual roadwork construction cost estimated to be \$171,077 (1997/98 FY Minor A funds). In no event shall STATE's total obligation for construction costs under this Agreement, excluding costs referred to in Section III, Article (7), exceed the amount of \$174,000, provided that STATE may, at its sole discretion! in writing, authorize-a greater amount.

(4) Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY, with a detailed statement of the portion of the engineering and construction costs to be borne by COUNTY, including resolution of any construction related claims which have been allowed to the construction contractor. STATE thereafter shall refund to COUNTY promptly after completion of STATE's final accounting of PROJECT costs, any amount of COUNTY's deposit required in section II, Article (1) remaining after actual costs to be borne by COUNTY have been deducted.

(5) To submit a billing in the amount of \$227,000 to COUNTY fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT.

(6) To maintain the traffic control signal(s) and safety lighting as installed and pay one hundred percent 100% of the maintenance costs.

(7) To operate the traffic control signal(s) as installed and pay 100% of the operation cost.

(8) To furnish the traffic signal control equipment for PROJECT. This equipment shall consist of signal controller unit and signal control cabinet. The estimated cost of this STATE furnished equipment is \$9000 and the actual cost to STATE shall be deducted from STATE's share of the PROJECT costs.

SECTION II

COUNTY AGREES:

(1) To deposit with STATE within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$227,000, which figure represents COUNTY's share of the expense of preliminary engineering, construction engineering, and construction costs required to complete PROJECT, as shown on Exhibit A. COUNTY's total obligation for said anticipated PROJECT costs, exclusive of claims and excluding costs referred to in Section III, Article (7), of this Agreement shall not exceed the amount of \$227,000, provided that COUNTY may, at its sole discretion, in writing, authorize a greater amount.

(2) COUNTY's share of the total construction cost is estimated to be \$175,077, shall be an amount equal to 51.7% of the total actual signal and lighting related construction costs plus COUNTY's share of the actual roadwork construction costs, including the cost of construction related claims, the cost of STATE defense of any of those claims and the cost of STATE-furnished material, if any, as determined after completion of work and upon final accounting of costs.

(3) COUNTY's share of the expense of preliminary engineering shall be an amount equal to fifty percent (50%) of STATE's actual costs for preliminary engineering for the entire PROJECT.

JURY

(4) COUNTY's share of the expense of construction engineering shall be an amount equal to fifty percent (50%) of STATE's actual costs of construction engineering for the entire PROJECT.

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(5) To pay 100% of the electrical energy costs for the traffic control signal(s) and safety lighting.

SECTION III

IT IS MUTUALLY AGREED:

(1) All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of COUNTY's deposit, required in Section II, Article (1).

(3) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

(4) If, upon opening of bids for PROJECT, it is found that the lowest responsible bid exceeds the engineers estimate, STATE and COUNTY shall endeavor to agree upon an alternative course of action. If, after twenty-five (25) days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article (6) of this Section III.

(5) Prior to award of the construction contract for PROJECT, COUNTY may terminate this Agreement by written notice, provided COUNTY pays STATE for all project related costs incurred by STATE prior to termination.

(6) If termination of this Agreement is by mutual consent, STATE will bear fifty percent (50%) and COUNTY will bear fifty percent (50%) of all PROJECT related costs incurred by STATE prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE's responsibility for utility relocation costs.

(7) If existing public and/or private utilities conflict with PROJECT construction or violate STATE's encroachment policy STATE shall make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE shall inspect the protection, relocation or removal. If there are costs of such protection, relocation or removal which the STATE and COUNTY must legally pay, STATE and COUNTY shall share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of fifty percent (50%) STATE and fifty percent (50%) COUNTY. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE's policy and procedure.

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(8) upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in COUNTY. No further agreement will be necessary to transfer ownership as herein stated.

(9) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures.

(10) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.

(11) Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

(12) Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY from all liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

(13) In the construction of said work, STATE Will furnish a representative to perform the functions of a Resident Engineer, and COUNTY may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's Resident Engineer shall prevail.

(14) Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY owned lands to construct PROJECT.

(15) Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT, by STATE or on December 31, 1999, whichever is earlier in time; however, the ownership, operation, maintenance, liability and claims clauses shall remain in effect until terminated, or modified, in writing, by mutual agreement. Should any construction related claim arising out of this project be asserted against STATE, COUNTY agrees to extend the termination

COPY

date of this Agreement and provide additional funding as required to cover COUNTY's proportionate share of costs or execute a subsequent agreement to cover those eventualities.

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STATE OF CALIFORNIA
Department of Transportation

COUNTY OF SANTA CRUZ
701 Ocean St Room 500
Santa Cruz CA 95060

JAMES W. van LOBEN SELS
Director of Transportation

By Janet Burt
Vice-Chair, Board of Supervisors

By Kenneth G. Nelson
District 5 Director

Date: - _____

mb

Date: 9/12/97

Attest:

Approved as to form & procedure

By Ausa Lopez
Clerk to the Board

By W. B. Burt
Attorney, Department of
Transportation

Date: 8/28/97

Approved as to form & procedure

Certified as to form & procedure

By D. McRae
County Counsel

By Linda McComb ^{10/16/97}
Accounting Administrator

Approved as to content"

Certified as to funds,

By: John D. Voth
Public Works Director

By D. L. Baldrige
D. L. Baldrige
Budget Manager

Approved

By Bart Bohn
Bart Bohn
District Director
District 6 Central Region ^{9/26/97}

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COPY

EXHIBIT A
ESTIMATE OF COST

<u>DESCRIPTION</u>		<u>State's</u> <u>Share</u>	<u>County's</u> <u>Share</u>
Construction Cost			
Roadwork*	\$145,000	\$ 72,500	\$ 72,500
Electrical	108,000	54,000	54,000
Drainage	30,000	15,000	15,000
Interconnect Cable	9,000	2,500	6,500
subtotal	<u>\$292,000</u>	<u>\$144,000</u>	<u>\$148,000</u>
Contingencies	54,154	27,077	27,077
Total Estimated Project Cost	<u>\$346,154</u>	<u>\$171,077</u>	<u>\$175,077</u>
Preliminary Engineering (Estimated) 14% +/-	.48,462	24,231	24,231
Construction Engineering (Estimated) 16% +/-	55,384	27,692	<u>27,692</u>
Total County participation (Estimated)			\$227,000

* Roadwork-costs include signing and traffic control.

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0 ~~408~~
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Department: Public Works

Date: _____

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 19 99

AUDITORS USE ONLY				
DOCUMENT #	AMOUNT	L/N	T/C HASH	
JE 6, , , ,				

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R T O	0,2,1	6,2,2,1,1,5	6,6,1,0		9,0,0,0,0,0	Structures & Improvements
F R O M	0,2,2	6,2,2,1,1,5	6,6,1,0		9,0,0,0,0,0	Structures & Improvements

Explanation:

To increase funds available in job index No. 951174, for the State Route 1 and State Park Drive project and reduce funds available for job index No. 952561 Freedom/Corralitos Signal Project.

Name *[Signature]* Title Chief of Administrative Services

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by *[Signature]* Deputy Date 10/26/98

County Administrative Officer's Action: Recommended to Board Approved Not Recommended or Approved

County Administrative Office/ *[Signature]* Date 10/30/98

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
 County of Santa Cruz } ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
 duly entered in the minutes of said Board on

_____, 19____, By _____, Deputy Clerk

(A-C) * Desc: _____ # _____ - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.
 of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy
 or-Controller Fink-Originating Department

A-C Review		

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COUNTY OF SANTA CRUZ
REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

0-408

172

Department: Public Works

Date: _____

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 19 99

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6, , , ,	, , , ,	, , , ,	, , , ,

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	0,2,1	6,2,2,1,1,5	6,6,1,0		9,0,0,0,0,0	Structures & Improvements
F R O M	0,2,2	6,2,2,1,1,5	6,6,1,0		9,0,0,0,0,0	Structures & Improvements

Explanation:

To increase funds available in job index No. **951174**, for the State Route 1 and State Park Drive project and reduce funds available for job index No. 952561 Freedom/Corralitos Signal Project.

Name *[Signature]* Title Chief of Administrative Services

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by *Linda T. Chou*, Deputy Date 10/26/98

County Administrative Officer's Action: Recommended to Board Approved Not Recommended or Approved

County Administrative Officer/ *Peter [Signature]* Date 10/30/98

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
 County of Santa Cruz } duly entered in the minutes of said Board on

_____, 19____, BY _____ Deputy Clerk

(A-C) * Desc: _____ # _____ - Budget Transfer

A-C Review		

Distribution: BRD. NAME AGENDA DATE ITEM NO.
 37 of Supervisors
 r-controller
 12/94)
 Green-County Administrative Officer
 Pink-Originating Department
 Goldenrod-Departmental Control Cow

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted:

RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDMENT TO
AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE COUNTY OF SANTA
CRUZ FOR THE CONSTRUCTION OF THE SIGNALIZATION AND SAFETY LIGHTING
PROJECT FOR THE STATE ROUTE 1 AND STATE PARR DRIVE INTERCHANGE

WHEREAS, the County of Santa Cruz is entering into an Amendment to Agreement
with the State of California (CALTRANS) to share in the actual cost of construction of the
Signalization and Safety Lighting Project;

WHEREAS, the County of Santa Cruz's **funding** for the project will be limited to a
maximum share of \$227,000;

WHEREAS, the proposed improvements will greatly improve traffic operations for
the State Route 1 and State Park Drive Interchange.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that said Amendment
to Agreement is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board is
directed to return the original and four copies of the Amendment to Agreement with a certified
copy of the authorizing Resolution attached to each copy to Carolyn Wheeler, Associate CT
Administrator, Department of Transportation, 50 Higuera Street, San Luis Obispo, California,
93401-5415.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa
Cruz, State of California, this _____ day of _____, 1998, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____

Clerk of the Board

Samuel Toen 11/18/98

Chief Assistant County Counsel

Distribution: County Counsel,
Public Works

SPRR