

RESTATEMENT AND AFFIRMATION TO AGREEMENT

This RESTATEMENT AND AFFIRMATION AGREEMENT (RESTATEMENT) is entered into and is effective on _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY", collectively referred to as "PARTIES".

RECITALS

1. PARTIES hereto entered into an Cooperative Agreement No. 03-0387 (AGREEMENT) on July 2, 2009, defining the terms and conditions of completing Phase 1A and Phase 1B of the construction phase of a new interchange on United States Highway 50 (US 50) at Missouri Flat Road, referred to herein as "PROJECT".
2. PROJECT was not completed prior to the termination date as stated in AGREEMENT.
3. AGREEMENT expired on January 1, 2013 and PARTIES wish to restate and affirm the terms, covenants and conditions of AGREEMENT.

IT IS THEREFORE MUTUALLY AGREED

1. Except as provided below, the terms, covenants and conditions of the AGREEMENT are hereby restated, affirmed and agreed upon by the PARTIES.
2. A copy of the AGREEMENT (as presently amended) is attached and incorporated as a part of the RESTATEMENT by this reference.
3. The termination date specified in Section III, "It Is Mutually Agreed", Article 28 of the AGREEMENT is replaced in its entirety to read as follows:

“This Agreement will terminate upon completion of PROJECT that PARTIES have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by PARTIES that verifies the completion of PROJECT.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.”

4. PROJECT construction and support funding has been revised; therefore Exhibit A is replaced in its entirety with Exhibit A-1 attached to and made a part of this Agreement and all references to Exhibit A is deemed to be that of Exhibit A-1.
5. PARTIES also ratify and affirm their respective PROJECT construction and support actions that were called for under and performed in accordance with the Agreement as if in full force and effect, from January 1, 2013 to the date of the execution of this RESTATEMENT, and that do not exceed the PROJECT construction and support funding as revised in Exhibit A-1.
6. PARTIES empowered by Street and Highways Code section 114 & 130 to enter into AGREEMENT have delegated to their undersigned authority on behalf of the respective agencies and covenants and have followed all the necessary legal requirements to validly execute this RESTATEMENT.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY 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

COUNTY OF EI DORADO


APPROVED

APPROVED

By: _____
THOMAS L. BRANNON
Deputy District Director,
D3 Programming & Project Management

By: _____
NORMA SANTIAGO
Chair, Board of Supervisors

Approved as to form and procedure:



Attorney Department of Transportation

Attest: _____
JAMES S. MITRISIN
Clerk of the Board of Supervisors

District Project Control Officer

Requesting Department Concurrence:



Accounting Administrator

STEVEN M. PEDRETTI
Director, Community Development Agency

EXHIBIT A-1

Funding Type	PHASE		TOTALS
	CON Support	CON Capital	
State Funding			
STIP-RIP (Bond)	\$6,800,000	\$20,526,239	\$27,326,239
SHOPP		\$2,950,000	\$2,950,000
ARRA TE (State)		\$5,000,000	\$5,000,000
State Totals	\$6,800,000	\$28,476,239	\$35,276,239
County Funding			
CMAQ		\$1,526,033	\$1,526,033
TCSP		\$533,520	\$533,520
ARRA TE (EDCTC)		\$173,967	\$173,967
LOCAL (TCSP Match)		\$133,380	\$133,380
LOCAL	\$ 0	\$4,208,861	\$4,208,861
County Totals	\$ 0	\$6,575,761	\$6,575,761
TOTALS	\$6,800,000	\$35,052,000	\$41,852,000