

## **COOPERATIVE AGREEMENT**

### **Local Contribution Only**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

COUNTY OF SHASTA, a political subdivision of the State of California, referred to hereinafter as COUNTY.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, CALTRANS is constructing a project that widens mainline Interstate 5 (I-5) to 3 lanes in both the northbound and southbound directions, from the Interstate 5/273 Separation to the 0.4 mile south of Churn Creek Road Overcrossing, post miles 3.8 to 11.7, and is referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. COUNTY will contribute an amount of \$200,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
  - CONSTRUCTION CAPITAL

6. PARTIES hereby set forth the terms, covenants, and conditions for COUNTY's contribution toward the PROJECT.

### **ROLES AND RESPONSIBILITIES**

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. COUNTY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

### **GENERAL CONDITIONS**

10. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
11. 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.
12. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
13. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

## INVOICE AND PAYMENT

14. COUNTY will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$200,000
<b>Total Funds</b>			<b>\$200,000</b>

15. CALTRANS will invoice COUNTY for a lump sum (single payment), as a fixed cost, within sixty (60) calendar days the project award.
16. COUNTY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless COUNTY is paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
17. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
18. This AGREEMENT will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

## DEFINITIONS

**FUNDING PARTY** – A PARTY who commits a defined dollar amount to the PROJECT.

**IMPLEMENTING AGENCY** – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**PARTY** – The term that references a signatory agencies to this AGREEMENT.

**PARTIES** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one party's individual actions legally bind the other PARTIES.

**SPONSOR** – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Eric Orr, Project Manager  
1031 Butte Street  
Redding, CA 96001  
Office Phone: (530) 225-3466  
Mobile Phone: (530) 440-5382  
Email: eric.orr@dot.ca.gov

The primary AGREEMENT contact person for COUNTY is:

Patrick J. Minturn, Public Works Director  
1855 Placer Street  
Redding, CA 96001  
Office Phone: (530) 225-5661  
Email: pminturn@co.shasta.ca.us

## 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

By: \_\_\_\_\_  
PHIL BAKER  
Deputy District Director  
Program Project Management

VERIFICATION OF FUNDS AND  
AUTHORITY:

By: \_\_\_\_\_  
Budget Representative

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

By: Tamara Warren  
TAMARA WARREN  
HQ Accounting Supervisor

COUNTY OF SHASTA

By: \_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

By: \_\_\_\_\_  
LAWRENCE G LEES  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND  
PROCEDURE:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr.  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL:

By: James Johnson 03/27/18  
James Johnson  
Risk Management Analyst III