

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:

Transportation Agency of Monterey County, a public corporation/entity, referred to hereinafter as TAMC.

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, building a new interchange at Castroville Blvd. and Highway 156, in Monterey County from Post Mile R1.6 to 1.4 will be 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. TAMC will contribute an amount of \$312,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
 - R/W CAPITAL
6. PARTIES hereby set forth the terms, covenants, and conditions for TAMC's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. TAMC 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 portions of this AGREEMENT, including the Recitals Section, are enforceable.
11. 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.
12. 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.
13. Neither TAMC 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 TAMC 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.
14. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

15. TAMC will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
FEDERAL	Demo ^T	R/W Capital	\$312,000
Total Funds			\$312,000

^TToll Credits applied

16. CALTRANS will draw from state and federal funds that are provided by TAMC without invoicing TAMC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible. Otherwise invoicing and payment will occur in accordance with this AGREEMENT.
17. CALTRANS will submit to TAMC monthly invoices for the prior month's expenditures.
18. TAMC will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless TAMC is paying with Electronic Funds Transfer (EFT). When paying with EFT, TAMC will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
19. If TAMC has received Electronic Funds Transfer (EFT) certification from CALTRANS then TAMC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
20. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CLOSURE STATEMENT – A document signed by PARTIES that verifies the completion of all obligations included in this AGREEMENT and in all amendments to this AGREEMENT.

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 – An individual signatory agency in this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

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

- **CONSTRUCTION CAPITAL** – The construction contract funds for the PROJECT.

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:

Michael Lew, Project Manager
50 Higuera Street
San Luis Obispo, CA 93401
Office Phone: 805-549-3227
Email: mike.lew@dot.ca.gov

The primary AGREEMENT contact person for TAMC is:

Todd Muck, Project Manager
55-B Plaza Circle
Salinas, CA 93901
Office Phone: 831-775-4407
Email: todd@tamcmonterey.org

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

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**

TIMOTHY M. GUBBINS
District Director

Verification of funds and authority:

Cheryl Berry
D5 Resource Manager

Certified as to financial terms and policies:

Gina Schumacher
HQ Accounting Supervisor

TRANSPORTATION AGENCY OF MONTEREY COUNTY

Debra L. Hale
Executive Director

Attest:

Michael Zeller
Principal Transportation Planner

Approved as to form and procedure:

Katherine Hansen
TAMC Counsel