

COOPERATIVE AGREEMENT State Minor Funds Contribution

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

COUNTY OF SAN LUIS OBISPO,
a political subdivision of the State of
California, referred to herein as
"COUNTY".

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative Agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.
2. PARTNERS now define herein the terms and conditions for CALTRANS contribution toward PROJECT.

DEFINITIONS

IQA (Independent Quality Assurance) – Ensuring that LOCAL AGENCY's quality assurance activities result in work being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver work or any validation by verifying or rechecking work performed by another partner.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

PARTNERS – 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 partner's individual actions legally bind the other partners.

SCOPE

3. This Agreement shall have no force or effect until COUNTY has obtained an encroachment permit from CALTRANS.
4. COUNTY intends to construct new storm drain facilities in State Route (SR) 1, bore under the Union Pacific Railroad tracks, construct improvements on private property and within COUNTY right of way and construct an adequate outfall pond, referred to herein as PROJECT, under Encroachment Permit No. TBD
5. COUNTY will follow the standard CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay COUNTY in the amount of \$900,000, exclusively for construction capital, from State only Minor A funds required for PROJECT.
7. COUNTY is responsible to complete all work for PROJECT.
8. At no cost to COUNTY, CALTRANS will provide IQA to assure COUNTY's work performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICES & PAYMENTS

9. COUNTY will invoice CALTRANS for 3 consecutive monthly payments of \$300,000 for a total amount of \$900,000 beginning upon the award of a construction contract for PROJECT.
10. CALTRANS will pay COUNTY within 30 (thirty) calendar days of receipt of invoices.

GENERAL CONDITIONS

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. If COUNTY terminates PROJECT prior to completion, CALTRANS shall require COUNTY, at COUNTY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish WORK or place PROJECT in a safe and operable condition and CALTRANS will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt.
13. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of "As-Built" plans in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice.
14. COUNTY will retain all PROJECT related records for three (3) years after the final voucher.
15. If HM-1 or HM-2 is found during construction, COUNTY will immediately notify CALTRANS.

16. CALTRANS, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
17. COUNTY, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
18. If HM-2 is found within PROJECT limits, COUNTY will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
19. HM MANAGEMENT ACTIVITIES costs related to HM-2 are construction support and construction capital costs.
20. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this Agreement. It is understood and agreed that, CALTRANS will fully 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, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
21. Neither CALTRANS 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 COUNTY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this Agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.
22. If work is done under contract (not completed by a COUNTY's own employees) and is governed by the California Labor Code's definitions of a "public work" (section 1720(a)(a)), that COUNTY will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
24. Unless otherwise documented in a maintenance agreement, COUNTY will maintain all PROJECT improvements.
25. This Agreement will terminate upon PROJECT completion by the COUNTY. However, all indemnification and maintenance articles of this Agreement will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner 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 SAN LUIS OBISPO

By: _____
TIMOTHY M. GUBBINS
District Director

By: _____
Chair, Board of Supervisors

Attest: _____
County Clerk

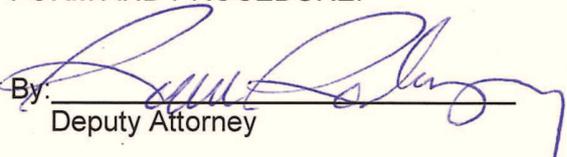
CERTIFIED AS TO FUNDS:

APPROVED AS TO
FORM AND PROCEDURE:

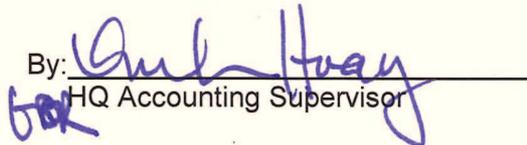
By: _____
District Budget Manager

By: 
County Counsel

APPROVED AS TO
FORM AND PROCEDURE:

By: 
Deputy Attorney

CERTIFIED AS TO FUNDS:

By: 
HQ Accounting Supervisor