

## 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 Yolo, 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, construct new curb, gutter, bulb-outs and sidewalk; construct/upgraded curb ramps conform to ADA Standards. Provide lighting & necessary drainage; reconstruct the southwest curb return at Woodland and Yolo Avenues to accommodate full CA legal truck, modify back-in parking to parallel parking and modify signs; relocate solar powered rectangular rapid flashing beacon pedestrian signs; re-establish brick textured and colored hot mix asphalt at crosswalk locations; and installing sidewalks along SR16 between Capay Street and N Grafton Street and installing eleven (11) decorative bases, light poles, and mast arms 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. COUNTY will contribute an amount of \$51,262 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 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.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

13. 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.
14. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

**INVOICE AND PAYMENT**

15. COUNTY will contribute the funds listed below:

<b>FUNDING TABLE</b>			
<b>Fund Source</b>	<b>Fund Type</b>	<b>Project Component</b>	<b>Amount</b>
LOCAL	Local	Construction Capital	\$51,262
<b>Total Funds</b>			\$51,262

16. CALTRANS will invoice COUNTY for a lump sum (single payment), as a fixed cost, after execution of this AGREEMENT.
17. 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.
18. 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.

19. 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

**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:

Nawid Nessar, Project Manager

703 B Street

Marysville, CA 95901

Mobile Phone: (530) 682-3679

Email: [nawid.nessar@dot.ca.gov](mailto:nawid.nessar@dot.ca.gov)

The primary AGREEMENT contact person for COUNTY is:

Todd Riddiough, Principal Civil Engineer

292 West Beamer Street

Woodland, CA 95695

Office Phone: (530) 666-8039

Email: [todd.riddiough@yolocounty.org](mailto:todd.riddiough@yolocounty.org)

**SIGNATURES**

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

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**

**COUNTY OF YOLO**

\_\_\_\_\_  
Greg Wong  
Deputy District Director  
D3 Program, Project and Asset Management

\_\_\_\_\_  
Angel Barajas  
Chair, Board of Supervisors

**Verification of funds and authority:**

**Attest:**


\_\_\_\_\_  
District Project Control Officer

\_\_\_\_\_  
Julie Dachtler  
Senior Deputy Clerk, Board of Supervisors

**Certified as to financial terms and policies:**

**Approved as to form and procedure:**

\_\_\_\_\_  
Nadine Karavan  
HQ Accounting Supervisor

  
\_\_\_\_\_  
Kimberly E. Hood  
Assist. County Counsel

**CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0765 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0765 except survival articles. All survival articles in agreement 03-0765 will remain in effect until expired by law, terminated, or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

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.

<b>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</b>	<b>COUNTY OF YOLO</b>
_____ Deputy District Director	_____ Title TBD
D3 Program, Project and Asset Management	
Date: _____	Date: _____