

COOPERATIVE AGREEMENT

State SHOPP 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 Monterey, 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 per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. AGREEMENT shall have no force or effect until COUNTY has obtained an encroachment permit from CALTRANS.
4. COUNTY intends to construct a traffic signal at Carmel Valley Road and Highway 1 within the State Highway System and is referred to herein as PROJECT.
5. COUNTY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay COUNTY in the amount of \$275,000 from SHOPP Minor funds required for PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

8. COUNTY is responsible for completing all work for PROJECT.
9. At no cost to COUNTY, CALTRANS will perform Quality Management to assure COUNTY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. COUNTY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to COUNTY will not exceed \$275,000.
13. After PARTIES agree that all work for PROJECT is complete, COUNTY will submit a final accounting for all costs. Based on the final accounting, COUNTY will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of 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.
15. If COUNTY fails to complete the PROJECT for any reason, COUNTY shall, at COUNTY's expense, return the State Highway System 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 the work or place the PROJECT in a safe and operable condition. CALTRANS will bill COUNTY for all expenses incurred and COUNTY agrees to pay said bill within forty-five (45) days of receipt.
16. If COUNTY fails to complete the PROJECT for any reason, COUNTY will refund the full amount of CALTRANS' contribution.
17. COUNTY will retain all PROJECT related records for four (4) years after the final voucher.

18. HM-1 is 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 the PROJECT or not.

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

19. If HM-1 or HM-2 is found during construction, COUNTY will immediately notify CALTRANS.

20. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

21. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

COUNTY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing State Highway System right-of-way.

22. COUNTY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
23. HM-2 MANAGEMENT costs are PROJECT costs.

24. 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 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 AGREEMENT.
25. 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will 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, 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 COUNTY, its contractors, sub-contractors, and/or its agents under AGREEMENT.
26. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.
27. AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to PROJECT.
28. As documented in the electrical maintenance agreement, CALTRANS will maintain all PROJECT improvements and bill the COUNTY for their share.

29. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

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

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

David Rasmussen, Project Manager

50 Higuera Street

San Luis Obispo, CA 93401

Office Phone: (805) 549-3677

The primary Agreement contact person for COUNTY is:

Jonathan Pascua, Project Manager

1441 Schilling Place

Salinas, CA 93901

Office Phone: (831) 755-8963

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Timothy M. Gubbins
District Director

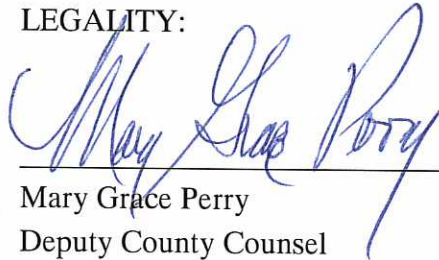
VERIFICATION OF FUNDS AND
AUTHORITY:

Julia Bolger
Resource Manager

COUNTY OF MONTEREY

CARL P. HOLM
Resource Management Agency
Director

APPROVED AS TO FORM AND
LEGALITY:



Mary Grace Perry
Deputy County Counsel