

COOPERATIVE AGREEMENT Local Contribution Only

This Agreement, effective on FEB 17 2017, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Tulare County Association of Governments, a public corporation/entity, referred to hereinafter as TCAG.

RECITALS

1. PARTNERS 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. CALTRANS is constructing a new interchange on State Route 99 in the City of Tulare, referred to herein as PROJECT.
3. TCAG will contribute an amount of \$3,700,000 to the PROJECT. Contributed funds will be used for the PROJECT.
4. PARTNERS agree that funds will be contributed to the following PROJECT COMPONENTS:
 - PA&ED
5. PARTNERS hereby set forth the terms, covenants, and conditions for TCAG's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

6. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.

7. TCAG is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.
8. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

9. 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.
10. Neither TCAG 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 TCAG 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.
11. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

12. TCAG will contribute the funds listed below:

FUNDING SUMMARY			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Measure	PA&ED	\$3,700,000
Total Funds			\$3,700,000

13. CALTRANS will invoice TCAG for a \$50,000 initial deposit after execution of this Agreement.
14. Thereafter, CALTRANS will submit to TCAG monthly invoices for the prior month's expenditures.
15. 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.
16. TCAG will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless TCAG is paying with Electronic Funds Transfer (EFT). When paying with EFT, TCAG will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
17. If TCAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then TCAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
18. After all work for the PROJECT is complete, CALTRANS will submit a final accounting for all costs. Based on the final accounting CALTRANS will, if necessary, refund TCAG the unexpended local fund sources shown in the FUNDING SUMMARY.
19. 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 PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER'S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are "not-to-exceed" amounts.

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

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.

SPONSOR – The PARTNER 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 PARTNER to this Agreement. PARTNERS 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:

Neil Bretz, Project Manager
2015 East Shields Avenue
Fresno, CA 93726
Office Phone: (559) 243-3465
Email: neil_bretz@dot.ca.gov

The primary Agreement contact person for TCAG is:

Ted Smalley, Executive Director
210 N Church St Ste. B
Visalia, CA 93291
Office Phone: (559) 623-0463
Email: tsmalley@tularecog.org

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.

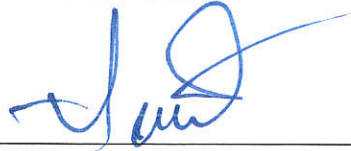
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
SHARRI BENDER EHLERT
District Director

TULARE COUNTY ASSOCIATION OF
GOVERNMENTS

By: 
TED SMALLEY
Executive Director

APPROVED AS TO FORM
AND PROCEDURE:

By: 
Attorney
Department of Transportation

ATTEST:

By: 
LESLIE DAVIS
Fiscal Manager

By: 
WILLIAM ETHERTON
Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: 
Accounting Administrator