

COOPERATIVE AGREEMENT (Authority to Reimburse)

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

County of Nevada, a political subdivision of the State of California, referred to hereinafter as COUNTY.

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. COUNTY intends to install traffic signal preemption devices on State Route 49 at Wolf Road, Combie Road, Lime Kiln Road, and Alta Sierra Drive intersections within the SHS and is referred to herein as PROJECT.
3. This Agreement shall have no force or effect unless and until COUNTY has obtained an Encroachment Permit from CALTRANS for PROJECT, and follows the standard CALTRANS encroachment permit process in order to complete the PROJECT.
4. CALTRANS will reimburse COUNTY for PS&E and Construction costs, up to the amount of \$136,000 using STIP-RIP funds.
5. PARTNERS hereby set forth the terms, covenants, and conditions for COUNTY reimbursement of STIP-RIP funds.

DEFINITIONS

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.

STIP-RIP – State Transportation Improvement Program-Regional Improvement Program.

SCOPE

6. COUNTY is responsible for completing all work for PROJECT.
7. All work will occur through the standard CALTRANS encroachment permit process.
8. PARTNERS agree that CALTRANS will administer all state and federal subvention funds for PROJECT.

COST

9. CALTRANS will be administering STIP-RIP funds.
10. COUNTY will invoice CALTRANS for an initial deposit of \$15,000 after execution of this agreement and 30 (thirty) working days prior to the commencement of PS&E expenditures.
11. Thereafter, COUNTY will invoice CALTRANS \$121,000 within 30 (thirty) calendar days prior to the construction contract bid advertisement date.
12. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.
13. After PARTNERS 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 this Agreement.
14. PARTNERS agree that the total amount of STIP-RIP funds paid out to COUNTY will not exceed \$136,000.

GENERAL CONDITIONS

15. 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.

16. 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, 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, 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.
17. 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, 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, 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.
18. If CALTRANS pays COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds to CALTRANS.
19. If work is done under contract (not completed by COUNTY's own employees) and is governed by the California Labor Code's definitions of a "public work" (section 1720(a)(a)), 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.
20. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
21. Unless otherwise documented in a maintenance agreement, COUNTY will maintain all the improvements.
22. This Agreement will terminate upon PROJECT completion by COUNTY. However, all indemnification, audit and maintenance articles will remain in effect until terminated or modified in writing by mutual agreement.

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:

Sergio Aceves, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (530) 741-5120

Email: Sergio.Aceves@dot.ca.gov

The primary Agreement contact person for COUNTY is:

Tim Wood, Sr. Civil Engineer/County Surveyor

950 Maidu Avenue

Nevada City, CA 95959

Office Phone: (530) 265-1712

Email: Tim.Wood@co.nevada.ca.us

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.

<p>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</p> <p>By: _____ Thomas L. Brannon Deputy District Director, D3 Programming / Project Management</p> <p>CERTIFIED AS TO FUNDS:</p> <p>By: _____ Name T.B.D. District Project Control Officer</p>	<p>COUNTY OF NEVADA</p> <p>By: _____ Steven Castleberry Director of Public Works</p> <p>ATTEST:</p> <p>By: _____ Name Tbd Title TBD</p> <p>APPROVED AS TO FORM AND PROCEDURE:</p> <p>By: _____ Name Tbd Title TBD</p>
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