

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:

Tulare County Flood Control District, a political entity in the State of California established under Chapter 1149 of the Statutes of 1969, Water Code App. § 111-1 et seq., referred to hereinafter as DISTRICT.

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 and California Water Code Appendix section 111-5.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, correcting drainage near Poplar along California Highway 190 from 0.2 miles west of Road 191 to 0.1 miles east of Road 192, including additional storm drain facilities along Road 191 and Avenue 145 to convey storm water from this vicinity to the existing County storm drain system near the intersection of Avenue 145 and Road 190, 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. DISTRICT will contribute an amount of \$200,000 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 DISTRICT's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. DISTRICT 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 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.
11. 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.
12. Neither DISTRICT 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 DISTRICT 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.
13. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

14. DISTRICT will contribute the not to exceed funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$200,000
Total Not to Exceed Funds			\$200,000

15. CALTRANS will submit to DISTRICT monthly invoices for the prior month's expenditures.
16. DISTRICT will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless DISTRICT is paying with Electronic Funds Transfer (EFT). When paying with EFT, DISTRICT will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
17. If DISTRICT has received Electronic Funds Transfer (EFT) certification from CALTRANS then DISTRICT 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 DISTRICT the unexpended local fund sources shown in the FUNDING TABLE.
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

CONSTRUCTION CAPITAL – The funds for the construction contract.

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 – The term that references a signatory agency to this AGREEMENT.

PARTIES – 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 party's individual actions legally bind the other PARTIES.

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.

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:

Curt Hatton, Project Manager
2015 East Shields, Suite 100
Fresno, CA 93726
Office Phone: (559) 243-3445
Email: Curt.Hatton@dot.ca.gov

The primary AGREEMENT contact person for DISTRICT is:

Jabed Khan, Design Engineer IV
5961 S Mooney Blvd
Visalia, CA 93277
Office Phone: (559) 624-7149
Email: jkhan@co.tulare.ca.us

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

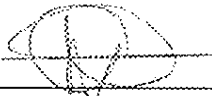
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
SHARRI BENDER EHLERT
District Director

VERIFICATION OF FUNDS AND
AUTHORITY:

By: _____
WILLIAM ETHELTON
Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By:  _____
DARWIN SALMOS
HQ Accounting Supervisor


TULARE COUNTY FLOOD CONTROL
DISTRICT

By: _____
PETE VANDER POEL
Chairman, Flood Control Board

ATTEST: _____
County Administrative Officer/Clerk of the
Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM

By:  _____
County Counsel
#20171720