

06-339303
06-TUL-198-KP34.6/42.9
(PM 21.5/26.7)
EA 06-339303
District Agreement 06-1319

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF TULARE, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY a portion of STATE's right of way.
2. STATE intends to relinquish to COUNTY that portion of right of way on Yokohl Drive and Avenue 296 near the Yokohl Creek Bridge as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". COUNTY is willing to accept said relinquishment upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
3. STATE and COUNTY have negotiated an understanding that STATE will continue to maintain the RELINQUISHED FACILITIES in a state of good repair until the date of recordation of the Resolution of Relinquishment. COUNTY will accept the RELINQUISHED FACILITIES in return for the payment of \$15,000 for specific future improvements and betterments to be added by COUNTY in the form of drainage improvements and the placing of additional pavement at the previous location of Yokohl Drive, more particularly described in Exhibit B, attached to and made a part of this Agreement.
4. The parties hereto intend to define herein the terms and conditions under which relinquishment is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.

2. To appear before the CTC, if deemed appropriate by COUNTY, to offer COUNTY's substantiation that the requested CTC allocation of the betterment/improvement sum is in the best interest of the public.
3. To accept that allocation, determined by the CTC to be in the best interests of the public in its Resolution of Relinquishment, as STATE's only payment obligation for this relinquishment of RELINQUISHED FACILITIES.
4. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to STATE and re-convey these RELINQUISHED FACILITIES back to STATE if ever required again for State Highways needs, including park and ride lots and other uses.

SECTION II

STATE AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, RELINQUISHED FACILITIES.
2. To forward and support COUNTY's request for the allocation of \$15,000 by the CTC with the expectation that the CTC will determine that this or some other allocation is in the best interest of the public to improve RELINQUISHED FACILITIES beyond a state of good repair.
3. To pay COUNTY, within thirty (30) days of the recordation of the CTC's Resolution of Relinquishment, that amount, if any, allocated by the CTC in its Resolution of Relinquishment. The payment of those funds will represent STATE's only payment obligation for the purpose of this relinquishment.
4. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to State Budget Act authority, the appropriation of resources by the Legislature,, and the allocation of any required funds by the CTC.
2. RELINQUISHED FACILITIES may be recaptured by STATE for future transportation project at no cost to STATE and COUNTY agrees to reconvey property when so requested.
3. Neither STATE 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 under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

4. 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 STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
5. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, or on June 20, 2011 whichever is earlier in time except for those provisions which relate to indemnification, ownership, property recapture, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

STATE OF CALIFORNIA

Department of Transportation

WILL KEMPTON
Director

By: _____
D. ALAN McCUEN
Acting District 6 Director

Approved as to form and procedure:

By: _____
Attorney
Department of Transportation

Certified as to procedure:

By: _____
Accounting Administrator

Certified as to funds:

By: _____
ROBERT J. JOHNSON
District 6 Office of Budgets

COUNTY OF TULARE

By: _____
J. Steven Worthley
Chairman, Board of Supervisors

Attest: _____
Clerk of the Board of Supervisors

Approved as to Legal form and procedure:

By: _____
County Counsel

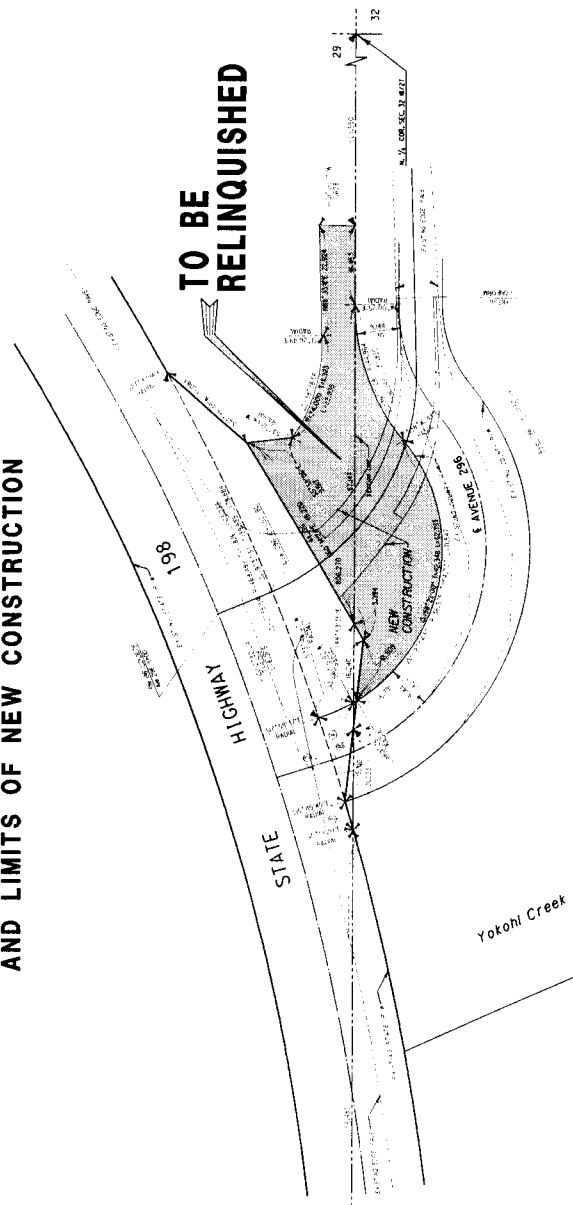
DIST.	COUNTY	ROUTE	1/4 MILE POST	SHEET	TOTAL SHEETS
6	Tul	198	34.80	2	2

PM 21.62

T.18S., R.27E., M.D.B. & M.

SECTION 29

EXHIBIT SHOWING AREA TO BE RELINQUISHED
AND LIMITS OF NEW CONSTRUCTION



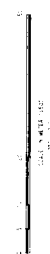
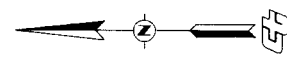
BEARING/DISTANCE TABLE	
BEARING	LENGTH
N 45° 00' 00" E	100.00
S 45° 00' 00" W	100.00

CURVE TABLE			
DELTA	RADIUS	TANGENT	LENGTH
45° 00' 00"	100.00	100.00	157.08
90° 00' 00"	200.00	200.00	314.16
135° 00' 00"	300.00	300.00	471.24

SECTION 32

~ LEGEND ~

Portion to be Relinquished



THIS EXHIBIT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.

Exhibit "B"

Scope of Work and Cost Estimate Drainage and Paving Improvements Yokohl Drive South of SR 198

Scope of Work:

1. Tulare County Resource Management Agency will install 60 lineal feet of 18" Corrugated Metal Pipe on the west side of the junction of M 296 (Yokohl Drive) and access road (old M296) and a drop inlet on the north side of the access road (old M296).
2. Tulare County Resource Management Agency will install a 43' radius Plant Run Cold Mix (PRCM) cul-de-sac at the end of the access road (old M296). The section for the cul-de-sac will be 3" of ¾" PRCM on 4" of Class #2 AB.

Cost Estimate:

Labor:	\$6,000
Materials:	\$6,000
Equipment:	\$2,000
Administration Overhead:	\$1,000
Total:	\$15,000