



**TULARE COUNTY  
REDEVELOPMENT AGENCY  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF DIRECTORS**

ALLEN ISHIDA  
District One  
CONNIE CONWAY  
District Two  
PHILLIP A. COX  
District Three  
J. STEVEN WORTHLEY  
District Four  
MIKE ENNIS  
District Five

**AGENDA DATE:** February 12, 2008

Public Hearing Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Celeste Perez    PHONE: 559-733-6291			

**SUBJECT:** Financing and Construction regarding Caltrans Cooperative Agreement No. 06-1303 for the intersection of Avenue 408 and State Route 63, Cutler

**REQUEST(S):**  
That the Board of Directors:

1. Authorize the expenditure of \$394,000 tax increment funds regarding construction of signalization improvements for Avenue 408 and State Route 63 Improvement Project, within the Cutler-Orosi Redevelopment Project Area.
2. Find that construction of the proposed project is a specified objective of the Cutler-Orosi Community Plan and has been identified as a top priority in the Cutler-Orosi Redevelopment Plan and is consistent with the adopted Implementation Plan for the project area. In addition, this project is in compliance with the California Environmental Quality Act (CEQA), as State Department of Transportation is the lead agency and has filed and recorded the requisite environmental documents.
3. Find that without the financial participation of the Tulare County Redevelopment Agency (TCRA), no other reasonable means of financing this project is available to the project area because the County does not have available funding for these specialized road improvements on the grounds that funds are currently reserved for other projects within the County. The financing

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and construction for the Avenue 408 and State Route 63 Improvement Project, within the redevelopment project area, is of primary benefit to the Cutler-Orosi Project Area and is consistent with the Cutler-Orosi Redevelopment Project Area Implementation Plan adopted pursuant to State of California Health and Safety Code Section 33490, and is in compliance with the requirements of Health and Safety Code, Section 33445, paragraph (a) and (b) as set forth herein and the other facts, evidence and information received by the Board of Directors in an open meeting on January 29, 2008.

4. Approve and authorize the expenditure of Cutler-Orosi Redevelopment Project Area tax increment revenues for administration, the acquisition and improvement of land for public use, financing and construction for the Avenue 408 and State Route 63 Improvement Project, within the redevelopment project area, on the grounds that the project (a) will assist in the eradication of blight by addressing documented health, safety and environmental deficiencies in the project area's transportation system; and (b) will promote the public interest within the Cutler-Orosi Redevelopment Project Area by making improvements to the traffic circulation system of the project area, the lack of which is currently a principle barrier to economic development and employment opportunities within the Project Area.
5. Authorize participation by the Tulare County Redevelopment Agency in the Avenue 408 and State Route 63 Improvement Project, including the expenditure of funds for participation in the acquisition of land for rights-of-way construction and project administration.
6. Approve the commitment of local funds and authorize the Chairman of the Redevelopment Agency Board to sign the agreement.

**SUMMARY:**

Caltrans is constructing a traffic signal at the intersection of Avenue 408 and State Route 63 in the community of Cutler. The total estimated cost for the project is \$2,318,000. The state's share of the project is \$1,409,000 (60.8%); the County's share of the project \$909,000 (39.2%). The County's share of the cost will be provided by several sources: a federal Hazard Elimination Safety (HES) grant (\$450,000), a state Safe Routes to School grant (\$65,000), and a contribution from the Tulare County Redevelopment Agency (\$394,000).

The majority of the funding for this project is to be provided by State and Federal grants with matching funding provided by the Tulare County Redevelopment Agency. Therefore, completion of this project is contingent on the participation of the Tulare County Redevelopment Agency.

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Once the project is complete and operating, the County will be responsible for 50% of the operating costs for the traffic signal. The County's share of the operating cost will be funded in the Road Fund.

**FISCAL IMPACT/FINANCING:**

The state's share of the project is \$1,409,000 (60.8%); the County's share of the project \$909,000 (39.2%). The County's share of the cost will be provided by several sources: a federal Hazard Elimination Safety (HES) grant (\$450,000), a state Safe Routes to School grant (\$65,000), and a contribution from the Tulare County Redevelopment Agency (\$394,000).

There are no net County costs.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

This links to the goals of the Business Plan's Strategic Initiative:

Safety and Security. The installation of the traffic signal will improve safety at the intersection.

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**ALTERNATIVES:**

The Board may choose not to participate in this project or may direct staff to seek alternative funding sources.

**INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:**

The Federal Highway Administration (FHWA), Caltrans District No. 6, Tulare County Resource Management Agency – Engineering Branch and County Counsel for review all documents.

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
William L. Hayter, Assistant Director  
Community & Development Services

  
\_\_\_\_\_  
Henry Hash  
Executive Director

cc: Auditor/Controller  
County Counsel  
County Administrative Office (2)

Attachment: Location Sketch  
Copy of the Caltrans Cooperative Agreement

**BEFORE THE BOARD OF DIRECTORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AUTHORIZATION TO )  
COMMIT TCRA FUNDS AS LOCAL MATCH ) RESOLUTION NO. \_\_\_\_\_  
FOR THE AVE. 308 / STATE ROUTE 63 ) AGREEMENT NO. \_\_\_\_\_  
IMPROVEMENT PROJECT AND THE )  
REQUIRED FINDINGS. )

UPON MOTION OF DIRECTOR \_\_\_\_\_, SECONDED BY DIRECTOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD OF DIRECTORS, AT AN OFFICIAL MEETING HELD ON FEBRUARY 12, 2008, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JEAN ROUSSEAU  
SECRETARY OF THE  
BOARD OF DIRECTORS

BY: \_\_\_\_\_  
Deputy Clerk

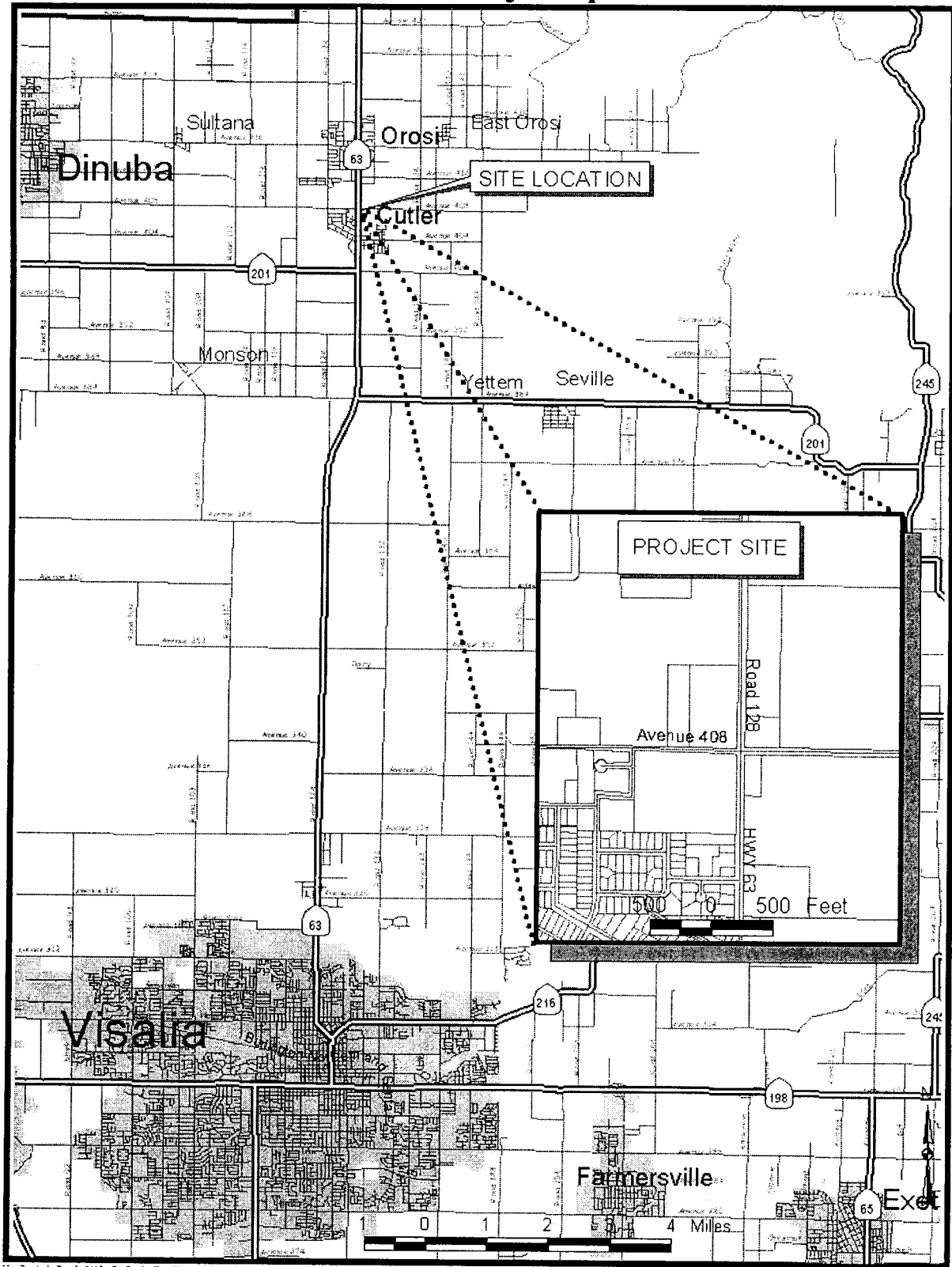
\* \* \* \* \*

1. Authorized the expenditure of \$394,000 tax increment funds regarding construction of signalization improvements for Avenue 408 and State Route 63 Improvement Project, within the Cutler-Orosi Redevelopment Project Area.
2. Found that construction of the proposed project is a specified objective of the Cutler-Orosi Community Plan and has been identified as a top priority in the Cutler-Orosi Redevelopment Plan and is consistent with the adopted Implementation Plan for the project area. In addition, this project is in compliance with the California Environmental Quality Act (CEQA), as State Department of Transportation is the lead agency and has filed and recorded the requisite environmental documents.
3. Found that without the financial participation of the Tulare County Redevelopment Agency (TCRA), no other reasonable means of financing this project is available to the project area because the County does not have

available funding for these specialized road improvements on the grounds that funds are currently reserved for other projects within the County. The financing and construction for the Avenue 408 and State Route 63 Improvement Project, within the redevelopment project area, is of primary benefit to the Cutler-Orosi Project Area and is consistent with the Cutler-Orosi Redevelopment Project Area Implementation Plan adopted pursuant to State of California Health and Safety Code Section 33490, and is in compliance with the requirements of Health and Safety Code, Section 33445, paragraph (a) and (b) as set forth herein and the other facts, evidence and information received by the Board of Directors in an open meeting on January 29, 2008.

4. Approved and authorized the expenditure of Cutler-Orosi Redevelopment Project Area tax increment revenues for administration, the acquisition and improvement of land for public use, financing and construction for the Avenue 408 and State Route 63 Improvement Project, within the redevelopment project area, on the grounds that the project (a) will assist in the eradication of blight by addressing documented health, safety and environmental deficiencies in the project area's transportation system; and (b) will promote the public interest within the Cutler-Orosi Redevelopment Project Area by making improvements to the traffic circulation system of the project area, the lack of which is currently a principle barrier to economic development and employment opportunities within the Project Area.
5. Authorized participation by the Tulare County Redevelopment Agency in the Avenue 408 and State Route 63 Improvement Project, including the expenditure of funds for participation in the acquisition of land for rights-of-way construction and project administration.
6. Approved the commitment of local funds and authorize the Chairman of the Redevelopment Agency Board to sign the agreement.

# Vicinity Map



06-Tul 63-22.3/22.8 (KP 35.9/36.7)  
State Route 63 & Avenue 408  
Signals, Lighting and Roadway  
06-0C8200  
District Agreement No. 06-1303  
201.010

## COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2008, is between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION, referred to herein as "STATE", and

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

and TULARE COUNTY REDEVELOPMENT AGENCY, a body politic and subdivision of the State of California, referred to herein as "AGENCY".

## RECITALS

1. STATE, COUNTY and AGENCY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways System (SHS) within County of Tulare.
2. STATE, COUNTY and AGENCY desire the installation of traffic control signals, safety lighting and the construction of roadway improvements on State Route 63 at Avenue 408, in the County of Tulare, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, and maintained. The estimated total cost of PROJECT is \$2,318,000 as shown on Exhibit A, attached to and made a part of this Agreement.
3. It is anticipated that \$515,000 in Federal HES funds, referred to herein as "HES FUNDS" will be allocated for the costs of PROJECT, which are eligible for Federal-aid participation, and STATE, COUNTY, and AGENCY will bear the remainder of those costs as set forth herein.

## SECTION I

### STATE AGREES:

1. To provide all necessary preliminary engineering (PA&ED), including, but not limited to, environmental compliance and approval of PROJECT, investigation of potential cultural resources and hazardous material sites, plans, specifications, and estimate (PS&E), and



complete utility identification and location; to provide all necessary construction engineering services needed to complete PROJECT; and to bear STATE's share of the actual costs thereof. Estimates of such costs are shown on Exhibit A.

2. To construct PROJECT by contract in accordance with PS&E of STATE.
3. To pay an amount equal to one hundred percent (100%) of the actual PA&ED cost of PROJECT, which said percentage amount is estimated to be \$62,000.
4. To pay an amount equal to one hundred percent (100%) of the actual PS&E cost of PROJECT, which said percentage amount is estimated to be \$609,000.
5. To pay an amount equal to one hundred percent (100%) of the actual right of way support costs of PROJECT, which said percentage amount is estimated to be \$222,000.
6. To pay an amount equal to one hundred (100%) of the actual construction engineering cost of PROJECT, which said percentage amount is estimated to be \$294,000.
7. To pay an amount equal to twenty-two and forty three hundredths (22.43%) percent, which said percentage amount is estimated to be \$222,000, of the estimated \$990,000 construction capital cost of PROJECT. If bids exceed the estimate of \$990,000, STATE will pay an amount equal to fifty percent (50%) of additional construction capital cost of PROJECT up to a maximum contribution of \$321,000.
8. To submit a billing to AGENCY, (within 25 days of execution of this Agreement), in the amount of 141,000, which figure represents the AGENCY's estimated share of PROJECT costs for R/W capital.
9. To submit a billing to AGENCY (which billing will be forwarded 15 days prior to bid advertising date of construction contract for PROJECT), the amount of \$253,000, which figure represents AGENCY's estimated share of cost for construction capital.
10. To submit a billing to AGENCY (within 60 days of contract award), a bill for the OPTICOM emergency vehicle preemption device in the amount of the actual bid price for item.
11. To assume responsibility, in COUNTY's behalf, for administering HES FUNDS, federal reimbursement equal to ninety (90%) of PROJECT construction capital costs, which said percentage amount is estimated to be \$515,000.
12. To process all federal authorizations for HES FUNDS, on behalf of COUNTY, as applicable under Federal and State law for contribution.
13. STATE's total obligation for anticipated costs of PROJECT is estimated to be \$1,409,000 excluding costs referred to in Section IV, Article 15 of this Agreement, and any expenditures by STATE beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that additional work on PROJECT.
14. Upon completion of PROJECT and work incidental thereto, to furnish COUNTY and AGENCY with a detailed statement of the costs to be borne by each party, including resolution of any construction related claims, which have been allowed to the construction contractor. STATE thereafter shall refund to AGENCY, promptly after completion of STATE's audit, any amount of AGENCY deposits required Section III,

Article 1 & 2, remaining after actual costs to be borne by AGENCY have been deducted, or to bill AGENCY for any additional amount required to complete AGENCY's financial obligations pursuant to this Agreement.

15. To include in the construction contract items Opticom emergency vehicle preemption equipment.
16. To operate and maintain the entire traffic control signals, and safety lighting as installed and pay an amount equal to fifty percent (50%) of the total costs, including electrical energy costs.
17. To operate and maintain the Opticom emergency vehicle preemption equipment installed within SHS right of way. All costs associated with the Opticom emergency vehicle preemption equipment shall be born by the COUNTY. STATE shall not be responsible for the maintenance and operation of emergency vehicle preemption device(s) to be installed on emergency vehicles.
18. This Agreement is entered into by all parties with the express understanding that the PROJECT is build by the parties in a cooperative effort and nothing in this Agreement shall be construed to constitute a principle agent relationship between the STATE, COUNTY or AGENCY.

"STATE agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY or AGENCY. Subject to any performance criteria contained in this Agreement, STATE shall be solely responsible for determining the means and methods of performing the specified services and constructing PROJECT, and COUNTY and AGENCY shall have no right to control or exercise any supervision over STATE or any contractors constructing PROJECT, as to how the services will be performed.

Notwithstanding this independent contractor relationship, COUNTY and AGENCY shall have the right to monitor and evaluate the performance of STATE to assure compliance with this Agreement."

## SECTION II

### COUNTY AGREES:

1. To waive all authority to administer HES FUNDS and to grant said authority to STATE.
2. To designate and authorize STATE to transfer the amount of \$515,000 in HES FUNDS to be applied toward COUNTY's obligation for estimated PROJECT construction capital costs, as shown on Exhibit A, obligated by Federal Highway Administration in accordance with the Local Assistance Procedures Manual. Said transfer will be made by STATE prior to STATE's advertisement of the construction contract.
3. COUNTY's total obligation for said anticipated costs of PROJECT, excluding costs referred to in Section IV, Article 15 of this Agreement, and is estimated to be \$515,000. Any expenditure beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT and amendment to this Agreement. This total estimated cost includes COUNTY's contribution of \$515,000 of HES FUNDS.

4. To reimburse STATE for COUNTY's proportionate share of the cost of operation and maintenance of the traffic control signals and safety lighting, such share to be an amount equal to fifty percent (50%) of the total costs, including electrical energy costs.
5. To reimburse STATE one hundred percent 100% of costs for the operation and maintenance of the Opticom emergency vehicle preemption device that is installed in SHS right of way. To be responsible for operations and maintenance on emergency vehicles.
6. At no cost to STATE, to provide prompt review and approvals, as appropriate, of submittals by STATE, and to coordinate in timely processing of PROJECT.

### SECTION III

#### AGENCY AGREES:

1. To deposit with STATE within twenty-five days of receipt of billing therefore (which billing will be forwarded within twenty-five (25) days of execution of this Agreement) the amount of \$141,000, which figure represents the AGENCY's estimated share of PROJECT costs for right of way capital.
2. To deposit with STATE within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded to AGENCY by STATE within fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$253,000, which figure represents AGENCY's estimated proportionate share of the construction capital costs of PROJECT, as shown on Exhibit A.
3. To deposit with STATE within twenty-five (25) days of receipt of billing therefore (which will be forwarded to AGENCY by STATE within sixty (60) days of contract award) the actual bid price of the Opticom emergency vehicle preemption device equipment.
4. To pay an amount equal to one hundred percent (100%) of costs of the emergency vehicle preemption device.
5. To pay an amount equal to one hundred (100%) percent of the right of way capital cost of PROJECT, which said percentage is estimated to be \$141,000.
6. To pay an amount equal to twenty-five and fifty-five hundredths (25.55%) percent, which said percentage amount is estimated to be \$253,000, of the estimated \$990,000 construction capital cost of PROJECT. If bids exceed the estimate of \$990,000, AGENCY will pay an amount equal to fifty percent (50%) of additional construction capital cost of PROJECT up to a maximum contribution of \$352,000.
7. AGENCY's total obligation for said anticipated costs of PROJECT, excluding costs referred to in Section IV, Article 15 of this Agreement, is estimated to be \$394,000 and shall not exceed \$482,000. Any expenditure by AGENCY beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT and amendment of this Agreement.

8. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required completing AGENCY's financial obligation assumed pursuant to this Agreement.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. STATE shall not award a contract to construct PROJECT until obligation of HES FUNDS and receipt of deposits required Section III, Articles 1 and 2, of this Agreement.
3. Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations, and policies relating to the use of such funds shall apply, notwithstanding other provisions of this Agreement.
4. Prior to award of the construction contract for PROJECT, COUNTY and AGENCY may terminate this Agreement by written notice, provided COUNTY and AGENCY pay STATE for all costs related to PROJECT incurred by STATE prior to termination.
5. After opening bids for the construction contract for PROJECT, AGENCY's estimate of cost will be revised on actual bid prices. AGENCY'S required deposit under Section III, Article 2 of this Agreement will be increased or decreased to match said revised estimate. If the estimated deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting of costs for PROJECT.
6. After opening bids for construction contract for PROJECT, and if bids indicate a cost overrun of no more than twenty percent (20%) of the estimate will occur, STATE may award the contract notwithstanding the STATE's right to seek additional contribution from AGENCY.
7. If, upon opening bids, it is found that a cost overrun exceeding twenty percent (20%) of the construction cost estimate for PROJECT will occur, STATE, AGENCY and COUNTY, will endeavor to agree upon an alternative course of action. If after twenty-five (25) days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent.
8. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

9. Upon completion of all work on PROJECT under this Agreement, ownership and title to materials, equipment and appurtenances (other than utilities) installed within the State highway right of way will automatically be vested in STATE and materials, equipment and appurtenances installed outside of the State highway right of way will automatically be vested in COUNTY or another responsible third party unless this Agreement expressly provides to the contrary. No further agreement will be necessary to transfer ownership as hereinbefore stated.
10. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
11. Any hazardous material or contamination of an HM-1 category found within existing SHS right of way during PROJECT shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within local road right of way during PROJECT shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within existing SHS right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of COUNTY's decision to proceed with PROJECT, that additional cost identified by STATE shall be borne by COUNTY. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within local road right of way or other property. While STATE will exert every reasonable effort to fund the remedy or remedial action for which STATE is responsible, in the event STATE is unable to provide funding, COUNTY will have the option to either delay PROJECT until STATE is able to provide that corrective funding or COUNTY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.
12. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within existing SHS right of way shall be the responsibility of STATE who shall sign the HM-2 manifest and management of HM-2 will be a PROJECT cost if the PROJECT proceeds. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within COUNTY right of way shall be the responsibility of COUNTY who shall sign the HM-2 manifest and management of HM-2 will be at COUNTY's cost, if the PROJECT proceeds. For the purpose of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed had PROJECT not proceeded.
13. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way acquired by or on account of COUNTY for PROJECT, COUNTY shall be responsible, at COUNTY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
14. Remedial actions proposed by COUNTY on SHS right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and standards and practices mandated by Federal and State regulatory agencies.

15. The total obligations of the parties to this Agreement as specified in Section I, Article 13, Section II, Article 3, and Section III, Article 7, do not include costs of claims related to the construction contract allowed, the costs of defense of those claims, and the costs of any unforeseen encounters of the type described in Articles 10 through 14 of this Section IV. Additional costs and responsibilities for any required actions that exceed the budgeted costs of PROJECT shall be covered by amendment to this Agreement. STATE may be required to stop work on PROJECT until additional funding is secured and/or restore the site of PROJECT to a condition of safe operation, using any then unexpended funds for PROJECT, if those additional funds are not made available for PROJECT.
16. The cost of any engineering; any protection, removal, preservation, and curation of protected resources; and any identification, treatment, removal, packaging, transportation, and storage of any hazardous materials encountered on PROJECT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to all such work, applied in accordance with STATE's standard accounting procedures.
17. 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 and/or AGENCY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and/or AGENCY and arising under this Agreement. It is understood and agreed that COUNTY and/or AGENCY shall fully defend, indemnify and save harmless STATE and all 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 and/or AGENCY under this Agreement.
18. 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 conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE and/or AGENCY shall fully defend, indemnify and save harmless COUNTY and all 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 STATE and/or AGENCY under this Agreement.
19. Neither AGENCY 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 and COUNTY under or in connection with any work, authority or jurisdiction conferred upon STATE and COUNTY and arising under this Agreement. It is understood and agreed that STATE and COUNTY shall fully defend, indemnify and save harmless AGENCY and all 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 STATE and COUNTY under this Agreement.
20. During the construction of PROJECT, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY or AGENCY may, at no cost to STATE, furnish a representative, if it so desires. While said representative and Resident Engineer will cooperate and consult with each other, the decisions of STATE's Resident Engineer shall prevail.

21. Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY owned lands to construct PROJECT.
22. In the even actual costs of PROJECT are anticipated to exceed the cost of estimates for PROJECT, the parties hereto agree to each exert best efforts to proportionately increase its funding contributions by amendment to this Agreement to provide for those required costs.
23. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: Henry Hash, Director  
Tulare County Resource Management Agency  
5961 S. Mooney Blvd.  
Phone No.: (559) 733-6291  
Fax No.: (559) 730-2653

AGENCY: Henry Hash, Executive Director  
Tulare County Redevelopment Agency  
5961 S. Mooney Blvd.  
Phone No.: (559) 733-6291  
Fax No.: (559) 730-2653

STATE: Judy Aguilar, Project Manager  
2015 East Shields, Suite 100, Fresno, CA 93726  
Phone No.: (559) 243-3457  
Fax No.: (559) 243-3426

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

24. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on November 1, 2013, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claim related to the construction contract arising out of PROJECT be asserted against STATE, COUNTY and AGENCY agrees to extend the termination date of this Agreement and provide additional funding as required to cover COUNTY and AGENCY's proportionate share of costs or execute a subsequent Agreement to cover those eventualities.

STATE OF CALIFORNIA  
Department of Transportation

COUNTY OF TULARE

WILL KEMPTON

Director

By: \_\_\_\_\_

CONNIE CONWAY

Chairman, Board of Supervisors

By: \_\_\_\_\_

MALCOLM X DOUGHERTY  
District 6 Director

Attest: \_\_\_\_\_

Clerk of the Board of Supervisors

Approved as to form and procedure:

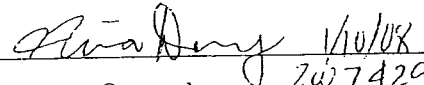
Approved as to legal form and procedure:

By:  \_\_\_\_\_

MEERA DANDAY

Attorney

Department of Transportation

By:  1/10/08  
207429  
County Counsel

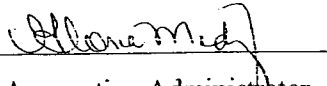
COUNTY of TULARE  
REDEVELOPMENT AGENCY

Certified as to form and procedure:

By: \_\_\_\_\_

CONNIE CONWAY

Chairman, Tulare County Redevelopment  
Agency

By:  \_\_\_\_\_  
for Accounting Administrator

Certified as to financial terms and conditions:

Attest: \_\_\_\_\_

Clerk of the Tulare County

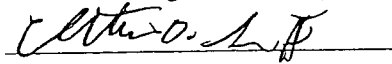
Redevelopment Agency

By: \_\_\_\_\_

WADE A. TANSKLEY

District 6 Office of Budgets

Approved as to legal form and procedure:

By:  \_\_\_\_\_  
Tulare County Redevelopment Agency  
Counsel 12-11-07



06-Tul-63 (PM 22.3/22.8) KP 35.9/36.7  
 State Route 63 and Avenue 408  
 EA 06-0C820\_1  
 District Agreement No. 06-1303

Exhibit A

DESCRIPTION	COUNTY and AGENCY's Share				STATE's Share
	COUNTY'S Share	AGENCY'S Share	COUNTY and AGENCY Estimated Total Cost		
	Federal (HES)	RDA/AGENCY			
<b>Capital Costs</b>					
Right of Way	\$ 141,000	\$ 141,000	\$ 141,000	\$ -	\$ -
Construction	\$ 990,000	\$ 515,000	\$ 253,000	\$ 768,000	\$ 222,000
<b>Subtotal</b>	<b>\$ 1,131,000</b>	<b>\$ 515,000</b>	<b>\$ 394,000</b>	<b>\$ 909,000</b>	<b>\$ 222,000</b>
<b>Support Costs</b>					
PA&ED	\$ 62,000				\$ 62,000
PS&E	\$ 609,000				\$ 609,000
Right of Way	\$ 222,000				\$ 222,000
Construction Engineering	\$ 294,000				\$ 294,000
<b>Subtotal</b>	<b>\$ 1,187,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,187,000</b>
<b>PROJECT TOTAL COST</b>	<b>\$ 2,318,000</b>	<b>\$ 515,000</b>	<b>\$ 394,000</b>	<b>\$ 909,000</b>	<b>\$ 1,409,000</b>