

COOPERATIVE AGREEMENT

Local Contribution Only

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

Tehama County Transportation Commission, a public corporation/entity, referred to hereinafter as TCTC.

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.
2. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, *construction of a paved multi-use path in Tehama County east of Battle Creek Bridge, along on the south side and adjacent to SR 36 (PM 81.6 / 83.4). Additionally, safety and operational improvements at the intersection of SR 36 and SR 172 will be implemented and subject to the availability of funds, widening of shoulder between the market and Post Office to 8 feet to improve mobility* 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. TCTC will contribute an amount of \$1,500,000 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 TCTC contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. TCTC 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 portions of this AGREEMENT, including the RECITALS section, are enforceable.

11. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).
12. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of TCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the work and fulfillment of obligations in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the work continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

13. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
14. 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.

In accordance with California law, the Administration Rate is capped at 10 percent for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

15. Neither TCTC nor any of its officers and employees, are 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 TCTC 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.

16. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

17. TCTC will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount (\$)
Federal	CMAQ	Construction Capital	1,500,000
Total Funds			1,500,000

18. CALTRANS will draw from state and federal funds that are provided by TCTC without invoicing TCTC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible. Otherwise invoicing and payment will occur in accordance with this AGREEMENT.
19. CALTRANS will invoice TCTC for a lump sum (single payment) after execution of this AGREEMENT for all State and local funds not allocated to CALTRANS by the CTC.
20. This AGREEMENT will be terminated when CALTRANS receives full payment of the TCTC's funds. However, all indemnification and final accounting articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

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 - An individual signatory agency in this AGREEMENT.

PARTIES - The term that collectively references all of the signatory agencies to this AGREEMENT.

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.

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 the PROJECT.
- **PA&ED (Project Approval and Environmental Document)** - The activities required to deliver the project approval and environmental documentation for the PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** - The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- **R/W (Right of Way) SUPPORT** - The activities required to obtain all property interests for the PROJECT.
- **R/W (Right of Way) CAPITAL** - The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION SUPPORT** - The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** - The construction contract funds for the 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.

CALTRANS

Javed Iqbal, Project Manager
1031 Butte Street
Redding, CA 96001
Office Phone: (530) 945-1932
Email: javed.iqbal@dot.ca.gov

TEHAMA COUNTY TRANSPORTATION COMMISSION

James N. Simon, Director of Public Works
9380 San Benito Ave
Gerber, CA 96035
Office Phone: (530) 385-1462
Email: jsimon@tcpw.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

Kristen A. Kingsley
Deputy District Director, D2 Program, Project
and Asset Management

Verification of Funds and Authority:


Sarah Sanders (Dec 20, 2024 12:47 PST)

District 2 Project Control Officer

Certified as to financial terms and policies:



Percy Ramil
HQ Accounting Supervisor

**TEHAMA COUNTY TRANSPORTATION
COMMISSION**

James N. Simon
Director of Public Works Executive Director
Tehama County Transportation Commission
(TCTC)

Attest:

Jessica Riske-Gomez
Deputy Director of Public Works-Transportation

Margaret Long
County Counsel





Cooperative Agreement 02-0237 Execution Process

Final Audit Report

2024-12-20


Created:	2024-12-11
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaqrtigxaeWqjy0qJ4Og6LlqRshaYfyAV

"Cooperative Agreement 02-0237 Execution Process" History


-  Document created by Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
2024-12-11 - 9:20:12 PM GMT - IP address: 149.136.25.246
-  Document emailed to Jorge Villagomez (jorge.villagomez@dot.ca.gov) for approval
2024-12-11 - 9:20:41 PM GMT
-  Email viewed by Jorge Villagomez (jorge.villagomez@dot.ca.gov)
2024-12-11 - 9:22:47 PM GMT - IP address: 149.136.17.249
-  Document approved by Jorge Villagomez (jorge.villagomez@dot.ca.gov)
Approval Date: 2024-12-11 - 9:24:46 PM GMT - Time Source: server- IP address: 149.136.17.249
-  Document emailed to Javed Iqbal (javed.iqbal@dot.ca.gov) for approval
2024-12-11 - 9:24:49 PM GMT
-  Email viewed by Javed Iqbal (javed.iqbal@dot.ca.gov)
2024-12-11 - 10:35:27 PM GMT - IP address: 172.225.88.177
-  Document approved by Javed Iqbal (javed.iqbal@dot.ca.gov)
Approval Date: 2024-12-17 - 5:34:05 PM GMT - Time Source: server- IP address: 149.136.17.247
-  Document emailed to Kerry Molz (kerry.molz@dot.ca.gov) for approval
2024-12-17 - 5:34:09 PM GMT
-  Email viewed by Kerry Molz (kerry.molz@dot.ca.gov)
2024-12-20 - 8:07:05 PM GMT - IP address: 149.136.17.250
-  Document approved by Kerry Molz (kerry.molz@dot.ca.gov)
Approval Date: 2024-12-20 - 8:07:20 PM GMT - Time Source: server- IP address: 149.136.17.250



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2024-12-20 - 8:07:22 PM GMT

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2024-12-20 - 8:43:57 PM GMT- IP address: 149.136.17.250

 Signer d2pmsu@dot.ca.gov entered name at signing as Sarah Sanders

2024-12-20 - 8:47:28 PM GMT- IP address: 149.136.17.250

 Document e-signed by Sarah Sanders (d2pmsu@dot.ca.gov)

Signature Date: 2024-12-20 - 8:47:30 PM GMT - Time Source: server- IP address: 149.136.17.250

 Document emailed to Vinh Hoang (vinh.hoang@dot.ca.gov) for approval


2024-12-20 - 8:47:32 PM GMT

 Email viewed by Vinh Hoang (vinh.hoang@dot.ca.gov)

2024-12-20 - 8:52:18 PM GMT- IP address: 104.28.123.94

 Document approved by Vinh Hoang (vinh.hoang@dot.ca.gov)

Approval Date: 2024-12-20 - 9:09:49 PM GMT - Time Source: server- IP address: 149.136.17.252

 Document emailed to Percy Ramil (percy.ramil@dot.ca.gov) for signature

2024-12-20 - 9:09:51 PM GMT

 Email viewed by Percy Ramil (percy.ramil@dot.ca.gov)

2024-12-20 - 9:25:36 PM GMT- IP address: 172.226.212.10

 Document e-signed by Percy Ramil (percy.ramil@dot.ca.gov)

Signature Date: 2024-12-20 - 9:37:32 PM GMT - Time Source: server- IP address: 149.136.17.250

 Agreement completed.

2024-12-20 - 9:37:32 PM GMT



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