

Draft 01-0406 05.06.2021

COOPERATIVE AGREEMENT

State SHOPP Minor Funds Contribution

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

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

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. This AGREEMENT shall have no force or effect until COUNTY has obtained an encroachment permit from CALTRANS.
4. COUNTY intends to construct Humboldt Bay Trail South within the State Highway System and is referred to herein as the PROJECT.
5. COUNTY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay COUNTY in the amount of \$1,250,000 from SHOPP Minor funds required for the PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

8. COUNTY is responsible for completing all work for the PROJECT.
9. At no cost to COUNTY, CALTRANS will perform Quality Management to assure COUNTY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. COUNTY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to COUNTY will not exceed \$1,250,000.
13. After PARTIES agree that all work for the 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.

GENERAL CONDITIONS

14. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
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. If COUNTY fails to complete the PROJECT for any reason, COUNTY shall, at COUNTY's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill COUNTY for all expenses incurred and COUNTY agrees to pay said bill within forty-five (45) days of receipt.
17. If COUNTY fails to complete the PROJECT for any reason, COUNTY will refund the full amount of CALTRANS' contribution.
18. COUNTY will retain all PROJECT related records for three (3) years after the final voucher.
19. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

20. If HM-1 or HM-2 is found during construction, COUNTY will immediately notify CALTRANS.
21. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

22. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

23. COUNTY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
24. HM-2 MANAGEMENT costs are PROJECT costs.
25. 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, 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 COUNTY 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.
26. 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY 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, 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 COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

27. If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.

28. This AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to the PROJECT.
29. Unless otherwise documented in a maintenance agreement, COUNTY will maintain all PROJECT improvements.
30. This AGREEMENT will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of this AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

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

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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:

Jen Buck, Project Manager

1656 Union Street

Eureka, CA 95501

Office Phone: (707) 441-5877

Mobile Phone: (707) 502-7628

Email: jen.buck@dot.ca.gov

The primary Agreement contact person for COUNTY is:

Hank Seemann, Deputy Director Environmental Services

1106 Second Street

Eureka, CA 95501

Office Phone: (707) 268-2680

Email: hseemann@co.humboldt.ca.us

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

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**

COUNTY OF HUMBOLDT

Matthew K. Brady
District 1 Director

Virginia Bass
Chair of the Board

Verification of funds and authority:

Attest:

Lori Dusi
District Project Control Officer

Kathy Hayes
Clerk of the Board

Approved as to form and procedure:

Approved as to form and procedure:

Meera Danday
Deputy Attorney

Name Tbd
Title TBD

Certified as to financial terms and policies:

Nadine Karavan
HQ Accounting Supervisor