

COOPERATIVE AGREEMENT

This Cooperative Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as “STATE”, and the SACRAMENTO TRANSPORTATION AUTHORITY, a public agency of the State of California, referred to herein as “STA”.

RECITALS

1. Under Streets and Highways Code Section 2560 et seq., STATE and STA are authorized to develop and implement a Freeway Service Patrol (FSP) in the county of Sacramento for the Interstate 80 HOV and Pavement Rehabilitation Project referred to as “PROJECT”.
2. Under Streets and Highways Code Section 90, STATE has full possession and control of all State highways.
3. Under Streets and Highways Code Section 91, STATE has the responsibility to improve and maintain the State highways.
4. Under Streets and Highways Code Section 92, STATE may do any act necessary, convenient or proper for the construction, improvement, maintenance or use of all highways under its jurisdiction, possession, or control.
5. Under Streets and Highways Code Section 114, STATE and STA may enter into a cooperative agreement for maintenance of State highways within the county of Sacramento.
6. Disabled vehicles increase nonrecurring congestion on urban freeways and increase auto emissions related to congestion during peak commute periods.
7. FSP will assist in transportation system management efforts, provide traffic congestion relief, and expedite the removal of freeway impediments, all of which will have the added benefit of reducing accidents and improving air quality, as detailed on Exhibit A attached to and made a part of this Agreement.
8. STATE and STA mutually desire to cooperate and jointly participate in the FSP and desire to specify herein the terms and conditions under which the FSP is to be conducted.

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with STA, the State highway segments to be served by the FSP as well as equipment, if any, that will be funded under the FSP .
2. To have a resident engineer (RE) available to determine FSP's level of service, either roaming or a response time within fifteen (15) minute.
3. To deposit with STA, using a combination of PROP 1B and State Highway Operation and Protection Program (SHOPP) funds, within thirty (30) days of receipt of STA's invoice, which invoice will be sent within thirty (30) days of execution of this Agreement, an initial deposit of \$5,000 toward the cost of FSP. Thereafter, to reimburse STA, within thirty (30) days after receipt of each monthly billing, for all approved actual expenses. The total amount payable by STATE to STA under this Agreement shall not exceed \$300,000.

SECTION II

STA AGREES:

1. To develop, advertise and award, in cooperation with STATE, the FSP contract(s) for jointly selected segments of PROJECT, using STA's standard contract process for competitively bid contracts.
2. To contract competitively for the necessary communications system and related equipment, which may include voice, data, and Automatic Vehicle Location (AVL) terminal and affiliated software.
3. To have PROJECT FSP contract(s) in place prior to October 1, 2011.
4. To maintain a level of service as determined by STATE's RE.
5. To submit an invoice to STATE, within thirty (30) days upon execution of this Agreement, in the amount of \$5,000. Said invoice represents STATE's initial payment toward FSP's cost.
6. To thereafter submit monthly FSP operational contract invoices, from the contracted operators to STATE for review and approval before payment by STA.
7. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total direct costs to be borne by STATE. In no event shall invoices totally more than the amount of \$300,000 be sent to STATE, pursuant to this agreement. STA shall refund STATE (promptly after completion of STA's final accounting), any amount of STATE's funds remaining, if any, after actual final costs to be borne by STATE have been deducted.

SECTION III

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 (CTC).
2. STA and STATE shall jointly define FSP as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP. No changes shall be constituted unless mutually agreed to by the parties to this Agreement.
3. In the event FSP costs are anticipated to exceed \$300,000, STA may cease work, until additional funding is secured by STATE. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal Amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
4. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. 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 STA under or in connection with any work, authority or jurisdiction conferred upon STA under this Agreement. It is understood and agreed that STA 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 STA under this Agreement.
6. Neither STA 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 under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless STA 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 under this Agreement.
7. Each of the contracting parties shall be subject to examination and audit for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. In addition, STA and STATE may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined

to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract.

8. The actual cost of the FSP referred to in this Agreement shall include all direct costs attributable to such work and applied in accordance with STATE's standard accounting procedures. Indirect costs (functional and administrative overhead assessment) are not included.
9. This Agreement may be terminated by either Party at any time by thirty (30) days written notice to the other party. In the event that STATE terminates this Agreement, STATE shall reimburse STA for all mutually agreed upon costs associated with this Agreement for services already performed. Unused and uncommitted funds shall be refunded to STATE.
10. This Agreement shall terminate on December 31, 2015, unless earlier terminated or extended by mutual written agreement. Upon termination, any unexpended STATE funds, plus accrued interest in those funds, in the possession of STA, shall be returned to STATE. All equipment purchased with STATE funds shall be returned to STATE unless STA, using STA funds, reimburses STATE's proportional interests in that equipment at said equipment's fair market value at time of termination.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SACRAMENTO TRANSPORTATION
AUTHORITY

GARY S. SIDHU, Deputy District Director
D3 Programming & Project Management

BRIAN WILLIAMS, Executive Director

Approved as to form and procedure:

Approved as to form and procedure:

MEERA DANDAY, Attorney
Department of Transportation

WILLIAM BURKE, General Counsel

Certified as to funds:

REBECCA PIKE, District Control Officer

Certified as to financial terms and policies:

ANGIE VILORIA, Accounting Administrator

