

CITY

DUPLICATE ORIGINAL

11-SD-5-29.1/30.5

EA: 02233

PID # 110000012

Construction

District Agreement 11-0676

COOPERATIVE AGREEMENT Contribution Only

This agreement, effective on JUL 10 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of San Diego, referred to as CITY.

1. RECITALS

1.1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.

1.2. CALTRANS is reconstructing the interchange and replacing the overcrossing on Interstate 5 at Genesee Avenue, in San Diego County, referred to as PROJECT.

For the purpose of this Agreement, the "Replacement of Genesee Overcrossing on I-5, reconstruction of interchanges, widening of ramps, and the construction of a Class 1 bike facility from Roselle Street to Voigt Drive in San Diego County" will be referred to as PROJECT. All responsibilities assigned in this Agreement to complete Construction Phase activities of PROJECT will be referred to as OBLIGATIONS.

1.3. CITY intends to contribute funds to complete OBLIGATIONS.

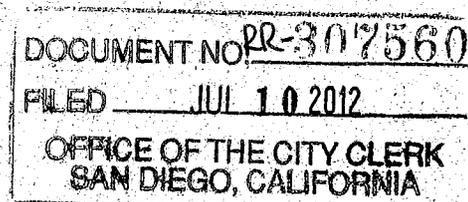
1.4. PARTNERS now define in this agreement the terms and conditions of this contribution.

2. SCOPE RESPONSIBILITIES

2.1. CALTRANS is SPONSOR for OBLIGATIONS. As SPONSOR, CALTRANS accepts the obligation to secure financial resources to fully fund and complete OBLIGATIONS including any additional funds beyond those committed in this agreement necessary to complete OBLIGATIONS or settle claims.

2.2. CALTRANS is IMPLEMENTING AGENCY for OBLIGATIONS. As IMPLEMENTING AGENCY, CALTRANS will manage the scope, cost, and schedule of OBLIGATIONS to ensure its completion.

2.3. CALTRANS is responsible for all OBLIGATIONS.



3. FINANCIAL RESPONSIBILITIES

- 3.1. CITY is a FUNDING PARTNER contributing a fixed dollar amount, as shown in the attached Funding Summary (Attachment 1), to complete OBLIGATIONS.
- 3.2. Federal discretionary High Priority Programs funding (HPP) in the amount of \$1,600,000 was approved for I-5/Genesee (PROJECT). These funds are considered local agency funds. In order for a local agency to transfer the obligational authority of the earmarked funds to another agency, such as CALTRANS, a Contribution Agreement is required. CITY desires to transfer its obligational authority for the \$1,600,000 in HPP funds so that the funds can be used for the construction of PROJECT.
- 3.3. CITY desires to make a one-time lump sum contribution of North University City Facilities Benefit Assessment Funds (FBA) in the amount of \$2,500,000 for the construction of PROJECT.
 - 3.3.1 CALTRANS will invoice CITY for \$2,500,000 upon execution of this Agreement.
 - 3.3.2 CITY will pay CALTRANS within 45 calendar days of receipt of invoice.
- 3.4. CALTRANS will administer all federal funds contributed by CITY.

4. GENERAL CONDITIONS

- 4.1. 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.
- 4.2. Neither CITY 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 under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY 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 or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

- 4.3. 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 CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully 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 or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

- 4.4. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to OBLIGATIONS.
- 4.5. This agreement will terminate upon CALTRANS' receipt of full payment. However, all indemnification provisions will remain in effect until terminated or modified in writing by mutual agreement.

5. DEFINITIONS

- 5.1. **FUNDING PARTNER** – A partner who commits a defined dollar amount.
- 5.2. **IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure completion of that component.
- 5.3. **PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.
- 5.4. **PROJECT** – An individual facility for, or improvement to, the SHS; specifically reconstruction of interchange on Interstate 5 at Genesee Avenue, in San Diego County.
- 5.5. **PROJECT COMPONENT** – A group of related activities or tasks resulting in a milestone. Components of a CALTRANS PROJECT include: project management (PM); project initiation (PID); project approval and environmental document (PA&ED); plans, specifications, and estimate (PS&E); right of way (R/W); and CONSTRUCTION. (Also known as a PROJECT phase.)
- 5.6. **SHS (State Highway System)** – All highways and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.
- 5.7. **SPONSOR** – The partner that accepts the obligation to secure financial resources to fully fund OBLIGATIONS. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of OBLIGATIONS defined in this agreement or settle claims.

5.8. OBLIGATIONS – All responsibilities assigned in this Agreement to complete Construction Phase activities of PROJECT.

6. Points of Contact:

6.1 CALTRANS Point of Contact:

Arturo Jacobo, Project Manager
4050 Taylor Street
San Diego, CA 92110
Tel: (619) 688-6816
Email: Arturo.jacobo@dot.ca.gov

6.2 CITY Point of Contact:

Brad Johnson, Project Manager
600 B Street, M.S. 908A
San Diego, CA 92101
Tel: (619) 533-5120
Email: bjohnson@sandiego.gov

DUPLICATE ORIGINAL

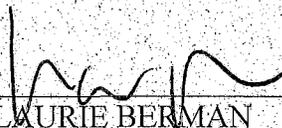
SIGNATURES

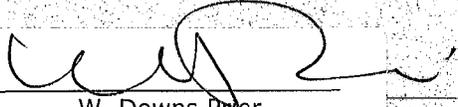
PARTNERS declare that:

- 1. Each partner is an authorized legal entity under California state law.
- 2. Each partner has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

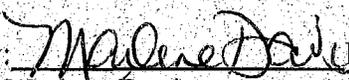
CITY OF SAN DIEGO

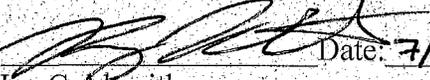
By:  Date: 8/8/12
 LAURIE BERMAN
 District Director

By:  Date: 7/30/12
 W. Downs Prior
 Principal Contract Specialist
 Public Works Contracting

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By:  Date: 8/6/12
 Marlene Davis
 District Budget Manager

By:  Date: 7/30/2012
 Jan Goldsmith
 City Attorney

R- 307560

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CONSTRUCTION
FEDERAL	CITY	Demo	\$1,600,000
		Subtotals by Component	\$4,100,000

Attachment 1