

## **COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on \_\_\_\_\_, 2021, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the COUNTY OF SONOMA, referred to herein as “COUNTY.”

### **RECITALS**

1. CALTRANS and COUNTY, herein referred to as “PARTIES,” pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this AGREEMENT.

CALTRANS proposes to realign a section of State Route 1 (SR 1) at Gleason Beach in Sonoma County to maintain coastal access on SR 1, which has been damaged by erosion and severe storms. The proposed SR 1 Gleason Beach Roadway Realignment Project, herein known as the PROJECT, would construct a two-lane roadway along a new alignment eastward and inland of the current alignment between post miles 15.1 and 15.7. The purpose of this PROJECT is to protect SR 1 from future coastal erosion and maintain safe, long-term regional and local connectivity for the surrounding communities. The California Coastal Commission, herein known as CCC, issued a Coastal Development Permit (CDP) to CALTRANS, for the PROJECT, referred to herein as PROJECT CDP, and attached hereto and made a part of this AGREEMENT as Exhibit A.

2. Recognizing that the PROJECT enabled a suite of shoreline and public access improvements that would greatly benefit the COUNTY and the State of California, and that the COUNTY was best suited to lead implementation and management of those improvements, COUNTY and CALTRANS developed, and agreed to in principle, a series of steps and responsibilities to guide and implement those improvements, which were memorialized in the CCC’s approval of the PROJECT CDP. Leading up to this CCC approval, these proposed commitments were articulated in the CALTRANS letter of April 8, 2020, attached hereto and made a part of this AGREEMENT as Exhibit B. These proposed commitments were also incorporated into the COUNTY’s April 17, 2018 Board Resolution, attached hereto and made a part of this AGREEMENT as Exhibit C which authorized consolidation by CCC of the PROJECT CDP. In that Board Resolution, the COUNTY declared that COUNTY, CALTRANS, and CCC had “worked in partnership to draft a Coastal Permit mitigation agreement,” including the shoreline and public access improvements, and that the project was “an exemplary model of interagency coordination and cooperation.”

3. CALTRANS and COUNTY's proposed commitments were further memorialized in their development and agreement on the Gleason Beach Conceptual Public Access Plan dated September 30, 2020, referred to herein as the DRAFT ACCESS PLAN, attached hereto and made a part of this AGREEMENT as Exhibit D. Through the DRAFT ACCESS PLAN, CALTRANS proposed to take certain actions, including to provide funding, planning support, participation, and repurposing of SR 1 for future public access uses; and COUNTY proposed to take certain actions, including among other things to lead planning, implementation, and management of the public access improvements, and, eventually, accept ownership rights of the underlying land on which the public access improvement are constructed as well as of the open space lands being made available for public use. COUNTY further publicly reviewed COUNTY's participation in the agreement in the DRAFT ACCESS PLAN at the October 10, 2020 staff update to COUNTY Board of Supervisors, attached hereto and made a part of this AGREEMENT as Exhibit E. In addition, the COUNTY and CALTRANS agreement to implement the DRAFT ACCESS PLAN was presented to the CCC as part of the PROJECT CDP application and, with COUNTY representatives participating in the November 6, 2020 public hearing and voicing support for the CCC staff recommendation, the CCC approved the PROJECT CDP on that date.
4. The DRAFT ACCESS PLAN, and corresponding Special Condition 3 of the PROJECT CDP, provide that CALTRANS and the COUNTY enter into a Cooperative Funding Agreement or Agreements for a two-phased disbursement of funds totaling \$1.2 million (minus COUNTY'S commitment of \$64,000.00 toward purchase of adjacent beach property) for the development and implementation of both a Phase I and Phase II Gleason Beach Public Access Plan to guide the planning, design, construction, maintenance and operation of the public access amenities specifically identified and approved in the DRAFT ACCESS PLAN. CALTRANS is required to transfer \$200,000.00 to Sonoma County for initial planning, including the formation of the Gleason Beach Coastal Access Taskforce for completing a Phase I Gleason Beach Coastal Access Plan, herein known as PHASE I PLAN. COUNTY is under no obligation to match this \$200,000.00 funding.
5. In compliance with PROJECT CDP Special Condition 4.c (1) and Section 4 of the DRAFT ACCESS PLAN, CALTRANS enters into this AGREEMENT with COUNTY to contribute \$200,000.00 for development and implementation of the PHASE I PLAN, including a general overview of the public access amenities, locations, designs, and timetable as described in Section 4 of the DRAFT ACCESS PLAN .
6. Within sixty (60) days of CCC approving of the PHASE I PLAN, CALTRANS will be required to transfer the remaining \$936,000.00 to COUNTY for completion of the Phase II Gleason Beach Coastal Access Plan, including the final development, construction, transfer, operation and maintenance of the public access amenities as

- described in the DRAFT ACCESS PLAN. The Phase II Gleason Beach Coastal Access Plan and the remaining funds will be addressed by PARTIES in a separate Agreement.
7. Under this AGREEMENT, and in compliance with PROJECT CDP Special Condition 4.c (2) and Sections 3 and 4 of DRAFT ACCESS PLAN, the COUNTY will convene the Gleason Beach Coastal Access Taskforce, herein known as TASKFORCE. The TASKFORCE will provide input and guidance on COUNTY's completion of the PHASE I PLAN in consultation with CALTRANS.
  8. Under this AGREEMENT, and in compliance with PROJECT CDP Special Condition 4.c (3) and Sections 3 and 4 of DRAFT ACCESS PLAN, the PARTIES will submit the PHASE I PLAN for review and written approval by the CCC's Executive Director.
  9. The PARTIES now define herein below the terms and conditions under which this AGREEMENT will be implemented.

### **SECTION I**

#### **COUNTY AGREES:**

1. To provide CALTRANS with documentation that the \$200,000.00 payment has been received and deposited into a separate account specifically established for COUNTY activities associated with developing and completing a PHASE I PLAN, consistent with the COUNTY commitments described in the DRAFT ACCESS PLAN.
2. Within three (3) months of receiving the \$200,000.00 payment from CALTRANS, to convene the TASKFORCE consisting of COUNTY, CCC, State Parks, State Coastal Conservancy, and CALTRANS, as well as other appropriate stakeholders, to provide input and guidance on COUNTY's timely completion of the PHASE I PLAN.
3. Within fifteen (15) months of COUNTY receiving the \$200,000.00 payment, to submit PHASE I PLAN to the CCC Executive Director for review and approval. If the CCC Executive Director does not approve, COUNTY shall be the party to submit an updated PHASE I PLAN within three (3) months, unless the CCC Executive Director specifies otherwise.
4. To provide CALTRANS with a copy of its submittals to the CCC regarding the PHASE I PLAN and any iterations thereof.
5. To ensure that all work performed, by the COUNTY or on the COUNTY's behalf, under the terms of this AGREEMENT is in accordance with all state and federal laws.

6. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this AGREEMENT, in order to satisfy COUNTY's obligation and responsibilities set forth in this AGREEMENT. So long as COUNTY complies with all other aspects of this AGREEMENT, including assembling the TASKFORCE and submitting the PHASE I PLAN, and the Executive Director approves that plan, COUNTY shall apply the remaining funds, if any, to COUNTY's activities associated with developing and implementing the Phase II Gleason Beach Coastal Access Plan.
7. To submit an invoice to CALTRANS, within thirty (30) days of the execution date of this AGREEMENT, in the amount of \$200,000.00 which amount represents CALTRANS' total financial obligation as set forth in this AGREEMENT.
8. That if the work performed under this AGREEMENT 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.
9. To include prevailing wage requirements in its contracts for public work pursuant to this AGREEMENT, if any. 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 falls within Labor Code sections 1720(a)(1) definition of "public works" or maintenance work under Labor Code section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.
10. That if work performed under this AGREEMENT is done under contract, is paid for in whole or part with federal funds, and is of the type of work subject to federal prevailing wage requirements, COUNTY must conform to the provisions of the Davis-Bacon, 40 U.S.C. § 3141 et seq., in addition to Labor Code provisions.
11. To include federal and state prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from federal prevailing wage requirements.
12. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under the terms of this AGREEMENT, including support data for cost proposals, and to make such materials available to CALTRANS when requested at reasonable times for three (3) years after the termination date of this AGREEMENT. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of COUNTY that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested.

## **SECTION II**

### **CALTRANS AGREES:**

1. To pay COUNTY within forty-five (45) calendar days of receipt of COUNTY's signed invoice, the amount of \$200,000.00, which represents CALTRANS' total financial obligation for the PHASE I PLAN as set forth in this AGREEMENT.
2. To comply with PROJECT CDP Special Condition 4.c.(1) of PROJECT CDP, upon execution of this AGREEMENT and provide a copy of this AGREEMENT to the CCC Executive Director.
3. To comply with PROJECT CDP Special Condition 4.c.(1) and to provide the CCC Executive Director with documentation that the \$200,000.00 payment has been made to COUNTY and that COUNTY has placed the payment into a separate account specifically established for PHASE 1 PLAN.
4. To comply with PROJECT CDP Special Conditions 3.b and 4.c.(2) and participate in the Gleason Beach Coast Access Taskforce.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. All obligations of CALTRANS 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. All obligations of COUNTY under the terms of this AGREEMENT are subject to the appropriation by the County Board of Supervisors of the funds specified in this AGREEMENT to specific departments and/or projects to fulfill the obligations of this AGREEMENT. COUNTY agrees it will make any such necessary specific appropriations to direct the \$200,000.00 payment receives from CALTRANS in order to complete COUNTY obligations under this AGREEMENT.
3. This AGREEMENT shall terminate upon CALTRANS' and COUNTY's completion of all their obligations under this AGREEMENT, including CALTRANS' written acceptance that COUNTY has completed the PHASE I PLAN, however all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

4. In the event that unforeseen circumstances, including but not limited to litigation related to the PROJECT, render COUNTY unable to complete its obligations under the AGREEMENT, consistent with PROJECT CDP Special Condition 4(c)(8), COUNTY and CALTRANS may request an extension of time to complete the PHASE I PLAN.
5. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this AGREEMENT.
6. 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 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 or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this AGREEMENT.
7. 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 or 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.
8. In the event of any breach of this AGREEMENT by either party, the other party may enforce this AGREEMENT by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this AGREEMENT, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails. The maximum liability of either party under or in connection with the AGREEMENT shall be \$200,000.00.
9. A failure by either party to enforce any provision of this AGREEMENT shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
10. This AGREEMENT may be executed by wet-ink signature, electronic signature or pdf signature and said signatures shall be binding all PARTIES. Further, the PARTIES agree

that this AGREEMENT may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all PARTIES, notwithstanding that all the PARTIES are not signatory to the original or the same counterpart. If any provision of this AGREEMENT is held invalid, the other provisions shall not be affected thereby.

11. 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.
12. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care different from the standard of care imposed by law.

**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Ahmad Rahimi, Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 286-4927  
Email: ahmad.rahimi@dot.ca.gov

The primary AGREEMENT contact person for COUNTY is:

Steve Ehret  
Regional Parks  
2300 County Center Dr. A110  
Santa Rosa, CA 95403  
Office Phone: (707) 565-1107  
Email: Steve.Ehret@sonoma-county.org

with a copy to:

Verne Ball, Deputy County Counsel  
575 Administration Drive, Rm 105A  
Santa Rosa, CA 95403  
Office Phone: (707) 565-2495  
Email: Verne.Ball@sonoma-county.org



PARTIES are empowered by CA Streets and Highways Code Section 114 and 130 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.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director

By: \_\_\_\_\_  
Lynda Hopkins, Chair, Board of  
Supervisors

Approved as to form and procedure:

Approved as to form:

\_\_\_\_\_  
Attorney  
  
Department of Transportation

\_\_\_\_\_  
Verne Ball  
Deputy County Counsel

Certified as to budgeting of funds:

\_\_\_\_\_  
Jeffrey Kuehnel  
District Budget Manager

Certified as to financial terms and  
policies:

\_\_\_\_\_  
Accounting Administrator