

Agreement No. 12-0887
Project No.: 1200000051
EA: 12-08692
12-ORA-74-1.0/2.1
County MA-080-26011114

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:

County of Orange, 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 (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, *provides a gap closure on State Route 74/Ortega Highway which will eliminate an existing choke point in the City of San Juan Capistrano between Calle Entradero and Reata Road. The project will include a five- to eight-foot shoulder in each direction to accommodate Class II bicycle lanes, sidewalk reconstruction, cross-walk re-striping, a new traffic signal at Via Cordova and Hunt Club Drive, and providing a 12-foot wide striped median. The project also includes seven retaining walls.* 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. COUNTY will contribute an amount of \$3,000,000 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

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6. PARTIES hereby set forth the terms, covenants, and conditions for COUNTY contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. COUNTY 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 COUNTY Director of Public Works 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.

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

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INVOICE AND PAYMENT

17. COUNTY will contribute the funds listed below:

| FUNDING TABLE | | | |
|--------------------|-----------|----------------------|------------------|
| Fund Source | Fund Type | Project Component | Amount (\$) |
| Local | Local | Construction Capital | 3,000,000 |
| Total Funds | | | 3,000,000 |

18. CALTRANS will invoice COUNTY for a lump sum (single payment), as a fixed cost. CALTRANS shall invoice County after the PROJECT construction contract is awarded by CALTRANS and after CALTRANS provides the award documents to the COUNTY.

19. COUNTY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless COUNTY is paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.

20. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

21. After all work for the PROJECT is complete, CALTRANS will submit a final accounting for all costs. Based on the final accounting CALTRANS will, if necessary, refund COUNTY the unexpended local fund sources shown in the FUNDING TABLE.

22. This AGREEMENT will be terminated when CALTRANS receives full payment of the COUNTY’S funds. However, all indemnification and final accounting articles will remain in effect until terminated or modified in writing by mutual agreement.

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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.

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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.

CALTRANS

Brian Santos, Project Manager
1750 E. 4th Street, St #100
Santa Ana, CA 92705
Office Phone: (949) 279-9363
Email: brian.santos@dot.ca.gov

COUNTY OF ORANGE

Director of Orange County Public Works
601 N. Ross Street
Santa Ana, CA 92601
Office Phone: (714) 667-8800

COOP 12-0887 EA 08692 [EXECUTE]

Interim Agreement Report

2026-04-01

| | |
|-----------------|--|
| Created: | 2026-03-30 |
| By: | Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) |
| Status: | Out for Approval |
| Transaction ID: | CBJCHBCAABAakHdvqtHKzGZDTdkuwT_gply-i6JbFDnd |


Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"COOP 12-0887 EA 08692 [EXECUTE]" History

 Document created by Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)

2026-03-30 - 9:52:25 PM GMT- IP address: 149.136.17.251

 Document emailed to Cindy Ngo (cindy.ngo@dot.ca.gov) for approval


2026-03-30 - 10:06:20 PM GMT

 Email viewed by Cindy Ngo (cindy.ngo@dot.ca.gov)

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 Document approved by Cindy Ngo (cindy.ngo@dot.ca.gov)


Approval Date: 2026-03-30 - 10:07:17 PM GMT - Time Source: server- IP address: 149.136.33.250

 Document emailed to Kathy Ploski (kathy.ploski@dot.ca.gov) for approval


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 Email viewed by Kathy Ploski (kathy.ploski@dot.ca.gov)

2026-03-31 - 3:11:44 AM GMT- IP address: 100.51.71.236

 Document approved by Kathy Ploski (kathy.ploski@dot.ca.gov)

Approval Date: 2026-04-01 - 1:47:06 PM GMT - Time Source: server- IP address: 45.26.38.234









 Document emailed to Neda Saber (neda.saber@dot.ca.gov) for signature

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 Email viewed by Neda Saber (neda.saber@dot.ca.gov)

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-  Document e-signed by Neda Saber (neda.saber@dot.ca.gov)
Signature Date: 2026-04-01 - 2:22:11 PM GMT - Time Source: server- IP address: 68.96.93.181
-  Document emailed to Xiaomei Ng (xiaomei.ng@dot.ca.gov) for approval
2026-04-01 - 2:22:13 PM GMT
-  Document emailed to Lai Saephan (lai.saephan@dot.ca.gov) for signature
2026-04-01 - 2:22:13 PM GMT
-  Email viewed by Xiaomei Ng (xiaomei.ng@dot.ca.gov)
2026-04-01 - 3:14:25 PM GMT- IP address: 100.51.200.202
-  Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov) added alternate signer Darwin Salmos (darwin.salmos@dot.ca.gov). The original signer Lai Saephan (lai.saephan@dot.ca.gov) can still sign.
2026-04-01 - 5:06:26 PM GMT- IP address: 149.136.17.251
-  Document emailed to Darwin Salmos (darwin.salmos@dot.ca.gov) for signature
2026-04-01 - 5:06:27 PM GMT
-  Email viewed by Darwin Salmos (darwin.salmos@dot.ca.gov)
2026-04-01 - 5:45:13 PM GMT- IP address: 149.136.17.251
-  Document e-signed by Darwin Salmos (darwin.salmos@dot.ca.gov)
Signature Date: 2026-04-01 - 5:46:26 PM GMT - Time Source: server- IP address: 149.136.17.251

