

AGREEMENT

Freeway Service Patrol Operations in Yolo County

This Agreement is dated as of February _____, 2010, by and between the YOLO COUNTY TRANSPORTATION DISTRICT (District) and the SACRAMENTO TRANSPORTATION AUTHORITY (Authority)

WHEREAS, Authority administers the Sacramento Metropolitan Freeway Service Patrol program in Sacramento County; and

WHEREAS, District desires to provide Freeway Service Patrol operations in Yolo County; and

WHEREAS, Authority is willing to procure services and provide administrative oversight in support of operating a Freeway Service Patrol program in Yolo County; and

WHEREAS, the parties to this Agreement are public agencies created by the laws of the State of California and are empowered by law to enter into an Agreement for the purposes set forth herein; and

WHEREAS, a separate executed agreement is currently in place between District and Authority for the provision of FSP services in Yolo County, but said agreement is made contingent upon Caltrans approval of merging Yolo County into the existing Sacramento Metropolitan Freeway Service Patrol program.

NOW, THEREFORE, IT IS AGREED:

1. Scope of Agreement: District and Authority agree to implement Freeway Service Patrol operations in Yolo County in accordance with the rules and regulations governing Freeway Service Patrol as established in California Streets and Highways Code Sections 2560 to 2565.
2. District Responsibilities: District will work with Authority to coordinate all agreements with the California Highway Patrol (CHP) and/or the California Department of Transportation (Caltrans) which may be necessary to operate the Sacramento Metropolitan Freeway Service Patrol program in Yolo County. In addition:
 - a. District shall apply for and receive state funding in accordance with the Freeway Service Patrol funding formula set forth in statute.
 - b. District shall provide local matching funds as required for the receipt of state Freeway Service Patrol funding.

- c. District shall reimburse Authority for Authority's administrative costs and payments for services in direct support of Freeway Service Patrol operations in Yolo County, up to an amount not to exceed the District's annual allocation of state Freeway Service Patrol funding and the District's set-aside of local matching monies.
3. Authority Responsibilities: Authority shall contract with a service provider(s) and administer said contract(s) to serve freeway segments in Yolo County as part of a Freeway Service Patrol program. In addition:
 - a. Authority shall perform all activities necessary to implement Freeway Service Patrol operations in Yolo County. This may include—but is not limited to—handling all administrative matters relating to performance of Contractor(s); auditing Contractor(s)' records; enforcing all material provisions of the contract(s) with Contractor(s); and keeping accurate and detailed records of all costs incurred by the Authority in administering the Freeway Service Patrol program in Yolo County.
 - b. Authority shall coordinate with Caltrans and the California Highway Patrol to incorporate the affected freeway segments into the Sacramento Metropolitan Freeway Service Patrol program. Upon approval of a merged FSP program by Caltrans and CHP, District and Authority shall amend this and/or other contracts as necessary to reflect that change.
 - c. Authority shall invoice District for Authority's actual expenditures hereunder, not more often than monthly. If additional documentation of costs is desired, District will request such information within two (2) weeks after receipt of invoice. District shall reimburse Authority within thirty (30) days after receipt of each invoice or thirty (30) days after a satisfactory documentation of costs is provided.
4. Other Terms and Conditions: Authority will provide quarterly performance statistics to District. District and Authority—in cooperation with Caltrans and the California Highway Patrol—will confer on contract performance issues as needed, and will review the routes and schedules of Freeway Service Patrol operations in Yolo County no less than bi-annually.
5. Liability and Indemnification: District and Authority each shall indemnify, hold harmless, and defend the other party, its officers, agents, volunteers, and employees from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person or for damage to or loss of use of property arising out of or resulting from the acts or omissions to act of the indemnifying party, its officers, agents, volunteers, and employees, during the course of this

Agreement, unless caused solely by the negligence or willful misconduct of the indemnified party. The provisions of this Paragraph 5 shall survive the termination or expiration of this Agreement.

6. Waiver of STA Liability: Notwithstanding Paragraph 5 above, District waives any and all claims for injury, loss, liability, or damage (including attorney's fees) against Authority, its officers, agents, volunteers, and employees arising out of the performance of services under this Agreement by private contractor(s), the CHP, and Caltrans. Authority shall require private Freeway Service Patrol contractor(s) to indemnify District and maintain a minimum of one million dollars (\$1,000,000) comprehensive and automobile liability insurance, naming the District as an additional insured.
7. Term: This Agreement shall commence immediately and expire on June 30, 2015, unless extended by mutual agreement of both parties. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Upon termination of this Agreement, those rights and obligations of the parties which by their nature survive termination of the services covered by this Agreement shall remain in full force and effect.
8. Force Majeure: This Agreement may be suspended upon the written notification of one party to the other when causes beyond the control and without the fault or negligence of the party giving notice irrevocably disrupt or render impossible the party's performance of this Agreement.
9. Authorized Representatives and Notices:
 - a. The Executive Directors of the Yolo County Transportation District and the Sacramento Transportation Authority shall be the Authorized Representatives of their respective agencies under this Agreement.
 - b. Notices provided for under this Agreement shall be in writing, and shall be delivered or mailed to the Authorized Representatives of the receiving party at the respective office address set forth below:

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814

10. Assignment: Authority shall not assign or otherwise dispose of this Agreement without the prior written consent from District.
11. Miscellaneous Provisions:
 - a. Governing Law: This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo or Sacramento County.
 - b. Warranty of Authority: The persons executing this Agreement on behalf of District and Authority affirmatively represent that she/he has the requisite legal authority to enter into this Agreement on behalf of District or Authority and to bind District or Authority to the terms, covenants and conditions of this Agreement.
 - c. Successors and Assigns: Subject to any provision under this Agreement restricting assignment or subcontracting by Contractor, the provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Agreement.
 - d. Severability: If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
 - e. Captions: The title or headings to the Articles of this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
 - f. Amendment: This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect.
 - g. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same one document.

h. Entire Agreement: This Agreement constitutes the entire agreement between District and Authority and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS THEREOF, the Yolo County Transportation District and the Sacramento Transportation Authority have entered into this Agreement as of February _____, 2010.

YOLO COUNTY
TRANSPORTATION DISTRICT

SACRAMENTO TRANSPORTATION
AUTHORITY

Terry V. Bassett, Executive Director

Brian Williams, Executive Director

Approved as to form:

Sonia Cortés, District Counsel

William Burke, Authority Counsel