

FUNDS TRANSFER AGREEMENT

This agreement, effective upon date of signature, is between the State of California, acting through its Department of Transportation, (referred to hereinafter as "CALTRANS") and the Transportation Agency for Monterey County (TAMC), which serves as Monterey County's regional transportation planning agency and is a state designated agency responsible for planning and financial programming of transportation projects (referred to hereinafter as "TAMC"). CALTRANS and TAMC are referred to collectively as "PARTNERS."

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the Union Pacific Railroad Company (UPRR) Coast Subdivision per California Government Code section 14038(b).
2. UPRR Coast Subdivision Positive Train Control (PTC) would install PTC technology along three (3) segments of UPRR's Coast Subdivision between Mile Post (MP) 13.5 in Oakland and MP 31 in Newark in Alameda County; between MP 77.03 in Gilroy and MP 113.3 in North Salinas in Monterey County, via San Benito, Santa Clara, and Santa Cruz Counties; and between MP 114.9 in Salinas and MP 248.44 in North San Luis Obispo in Monterey and San Luis Obispo Counties, referred to hereinafter as "PROJECT."
3. TAMC will contribute up to \$1,615,000.00 (One Million, Six Hundred and Fifteen Thousand Dollars) for the PROJECT. Contributed funds will be used for the PTC Gilroy-Salinas portion of the PROJECT and are subject to the requirements of the Transit and Intercity Rail Capital Program (TIRCP).
4. PARTNERS agree that TIRCP funds will be contributed to the PROJECT towards the cost of construction capital.
5. PARTNERS understand and agree that the terms of this FTA do not take effect unless and until CALTRANS and UPRR execute a contract to construct the PROJECT.
6. PARTNERS hereby set forth the terms, covenants, and conditions for contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the sponsor and implementing agency for the PROJECT.
8. TAMC is a funding PARTNER contributing a not-to-exceed funding amount toward the PROJECT.
9. CALTRANS is responsible for managing the work needed to complete the PROJECT. The TAMC TIRCP funds in the amount of \$1,615,000.00 are only one fund source for the PROJECT.
10. All obligations of CALTRANS under the terms of this Agreement are subject to the transfer of TAMC TIRCP funds and subject to all applicable terms and conditions.
11. Neither TAMC nor any officer, commissioner, 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 arising under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless TAMC and all of its officers, commissioners, 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, 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. CALTRANS and its officers/employees are not responsible for any injury, damage, or liability occurring by reason of anything done or omitted by TAMC or its agents in connection with any work, authority, or jurisdiction conferred upon TAMC under this Agreement. It is understood and agreed that, TAMC will, to the extent permitted by law, defend, indemnify, and save harmless CALTRANS and its officers/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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by TAMC or its agents under this Agreement.
12. This Agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

13. No invoicing will occur for this FTA.
14. CALTRANS will not use TAMC funding for construction support for the PROJECT.
15. Any savings shall be proportionally distributed among all funding sources to the construction phase of the PROJECT.
16. This Agreement will terminate upon CALTRANS' receipt of the TAMC TIRCP funds. However, the indemnification provision will remain in effect until the PROJECT is built or the indemnification clause terminated or modified in writing.
17. See EXHIBIT A, *Funding Summary*, for the complete listing of project funding sources.

CONTACT INFORMATION

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

Primary Agreement contact person for CALTRANS:

Betty Miller, Contract Manager
Division of Rail and Mass Transportation
California Department of Transportation
1120 N Street, MS-74
Sacramento, CA 95814
(916) 654-5739
betty.l.miller@dot.ca.gov

Primary Agreement contact person for TAMC:

Christina Watson, Principal Transportation Planner
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901-2902
(831) 775-4406
christina@tamcmonterey.org

SIGNATURES

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____ Date: _____
Todd A. Muck, Executive Director

Approved as to Form:

By: _____ Date: _____
Katherine A. Hansen, TAMC Counsel

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Kyle W. Gradinger, Chief
Division of Rail and Mass Transportation

Approved as to Form and Procedure:

By: _____ Date: _____
Matthew B. George
Deputy Attorney

EXHIBIT A

TAMC agrees to contribute TIRCP funds as reflected in the PROJECT funding plan below, with the understanding that the plan is subject to change based upon the availability of other funding sources.

FUNDING SUMMARY			
Fund Source	Fund Type	Project Component	Amount
TAMC	TIRCP	Construction Capital	1,615,000
Total Available TAMC-Contributed Funds			1,615,000
State	STIP (Rail Reserve PPNO)	Construction Capital	15,636,340
Federal	CRISI	Capital Construction	11,340,000
Federal	Amtrak Discretionary	Capital Construction	4,618,011
Total Other Funds			31,594,351
Total Project Funding			33,209,351