

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS *CP*

Urgent _____ Routine

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

BOARD AGENDA # C-5

AGENDA DATE August 28, 2001

4/5 Vote Required YES _____ NO

SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT WITH THE CITY OF MODESTO FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE PELANDALE AT HIGHWAY 99 (SR99) INTERCHANGE

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF MODESTO, AUTHORIZING THE CITY OF MODESTO TO ACT AS THE LEAD AGENCY FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE PELANDALE AT HIGHWAY 99 INTERCHANGE. THE INTERCHANGE IS DUAL JURISDICTIONAL, PART CITY, PART COUNTY;
2. AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE JOINT POWERS AGREEMENT; AND,

(CONTINUED ON PAGE 2)

FISCAL
IMPACT:

There is no fiscal impact to the County resulting from this action. All County related project costs of the project come from CEQA mitigation fees collected from adjacent development occurring within the City for this particular purpose.

BOARD ACTION AS FOLLOWS:

No. 2001-652

On motion of Supervisor Blom , Seconded by Supervisor Simon
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

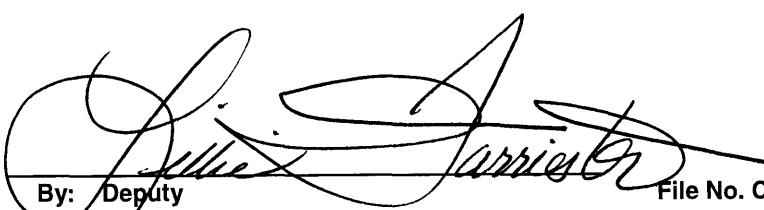
1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy 

File No. C-6-H-12

SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT WITH THE CITY OF MODESTO FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE PELANDALE AT HIGHWAY 99 (SR99) INTERCHANGE

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**STAFF
RECOMMEN-
DATIONS**

(Continued): 3. AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO MAKE THE APPROPRIATE TRANSFERS FROM THE PELANDALE AT HIGHWAY 99 CEQA ACCOUNT TO THE CITY OF MODESTO PER THE TERMS OF THE JOINT POWERS AGREEMENT.

DISCUSSION: In 1990 Public Works prepared a traffic analysis to determine a proportional cost sharing formula for future improvements at this location. Using the 1989, Corridor 99 transportation study funded by StanCOG, and based upon jurisdictional boundaries, it was determined that approximately 50 percent of the improvements were the responsibility of the County with the other 50 percent being the City's. Based upon this traffic study, a method was determined for collecting fees from specific city development in this area to offset the impact of City growth on the County's half of the interchange. This methodology was successfully agreed to and implemented by the City, the County and the Developers in 1990 and again in 1994.

Development in the Salida and North Modesto areas has impacted the traffic flow on the interchange. An ultimate solution is being developed but is many years from construction. An interim solution has been proposed by Caltrans, the City and County Public Works to alleviate some of the delay currently being experienced by motorists. The project adds one additional lane over the bridge structure, additional turn lanes at the intersections and widens the on/off ramps. It also installs traffic signals at the Salida Boulevard and Pelandale intersection.

The City is the lead agency on this project. They are providing design engineering, construction plans and specifications, construction inspection, contract management and permits from Caltrans.

The engineers estimate for this project is \$966,000. Cost responsibility for each jurisdiction is determined based upon the work occurring within each jurisdiction. The cost for work in the County is expected to run \$509,000 while the cost of work in the City is expected to be \$457,000.

The City's portion is being funded by their Capital Facilities Fee program. The County's portion is being funded by CEQA mitigation fees collected from development that has occurred in the City near the interchange. The County's collected fees can only be used to fund improvements at this location and can be expended for only those portions lying within the County.

SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT WITH THE CITY OF MODESTO
FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE PELANDALE AT
HIGHWAY 99 (SR99) INTERCHANGE

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POLICY

ISSUE: The approval of this Joint Powers Agreement meets the Board's objective of a safe, healthy community through inter-governmental cooperation.

STAFFING

IMPACT: There is no staffing impact associated with this action.

SE:la

H:\Steve E\Pelandale at 99 BOS item REV 1.wpd

PELANDALE AVENUE/SR99 JOINT POWERS AGREEMENT

THIS PELANDALE AVENUE/SR99 INTERCHANGE AGREEMENT (the "Agreement") is made and entered into by and between the County of Stanislaus (the "County") and the City of Modesto (the "City") on August 14, 2001.

INTRODUCTION

- A. The purpose of this Agreement is to facilitate cooperation between the City and the County for the improvement of the Pelandale Avenue/SR99 Interchange (the "Project"), which Project area is partially located within the City limits and within the unincorporated area of the County, and
- B. When completed, the Project will improve the interchange at Pelandale Avenue and SR99 providing a benefit to both the City and the County, and
- C. The Project will be funded with CEQA Mitigation Fees ("CMF") collected by the County and Capital Facility Fees ("CFF") collected and administered by the City, and
- D. This Agreement is entered into and performed pursuant to the provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code,
- NOW, THEREFORE, it is agreed as follows:

1. OBLIGATIONS BY THE CITY

1.1 Project Planning, Implementation and Maintenance. The City or its authorized designee shall perform all aspects of Project planning, engineering and construction, including, without limitation, the preparation of rights-of-way plans, maps, documentation and appraisals, preliminary and final project design, environmental analysis reports, plans and specifications, contract bidding and award, construction engineering, administration and inspection, actual construction of the Project, and signing, marking and pavement marking. After the Project construction is complete and the City has recorded a notice of completion, the City shall be responsible for the maintenance and repair of those portions of

the Project located within the City boundaries. All work shall be performed and completed in accordance with Project plans and specifications.

1.2 Control of Project. Except as provided in Paragraph 2 of this Agreement, the City, through its designated representative, shall have exclusive control of the work of construction, including inspection services.

1.3 Project Accountability. Pursuant to Government Code Section 6505, the City shall be strictly accountable for all funds used to pay for the Project. Pursuant to Government Code Section 6512, any surplus money on hand after completion of the Project shall be returned in proportion to the contributions made by the City and the County.

1.4 Caltrans permits. City will take the reasonably necessary actions to obtain Caltrans approval of the Project plans and secure the necessary Caltrans encroachment permits.

1.5 Lead Agency. The City shall be the "Lead Agency," as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code, § 21000 et seq.).

2. OBLIGATIONS OF THE COUNTY

2.1 Project Plans and Engineering. The County shall be entitled to review and comment upon any and all Project plans, specifications and designs and the City shall incorporate all reasonable requests to modify such plans, specifications and designs for portions of the Project lying within the unincorporated area of the County. In addition, for portions of the Project lying within the unincorporated area of the County, the County shall be entitled to review and comment upon any and all Change Orders that equal or exceed ten thousand dollars (\$10,000.00), and Change orders that cumulatively will exceed ten percent (10%) of the original contract amount, and the City shall incorporate all reasonable requests to modify such changes in the Project plans, specifications, and design.

2.2 Project Inspection. The County may make periodic inspections of all Project work performed in the unincorporated area of the County and, upon completion of the Project work of construction and prior to acceptance of the completed work, the City and the County jointly shall make a final inspection of the Project work performed in the unincorporated area of the County.

The County shall notify the City of any and all deficiencies or defects that are discovered by County during any inspection performed by County, including, but not limited to, the periodic inspections and final inspection set forth in the preceding paragraph. Upon notification by County of any deficiency(ies) or defects, City will notify the Contractor and direct the Contractor to remedy or correct the same.

2.3 Project Maintenance. After Project construction is complete and City has recorded a notice of completion, the County shall be responsible for the maintenance and repair of those portions of the Project within the unincorporated area of the County.

2.4 Encroachment Permit. To issue, at no cost to City and/or City's contractor, the necessary encroachment permits for work required within the unincorporated area of the County.

3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

3.1 Project Costs. Unless otherwise specified in this Agreement, the City and County shall share proportionally any and all direct and indirect costs of the project, including but not limited to, planning and implementation, including without limitation, right-of-way acquisition, legal costs, project planning, engineering and construction, including, without limitation, the preparation of rights-of-way plans, maps, documentation and appraisals, preliminary and final project design, environmental analysis reports, plans and specifications and modifications or changes thereto, contract bidding and award, construction management, engineering contingencies, change orders, claims, including without limitation, claims for extra work, differing site condition, latent subsurface conditions, and statutory claims, construction

engineering, administration and inspection, actual construction of the project, and signing, marking, and pavement marking, utility relocation and any and all other direct or indirect costs related to the project. The proportional share of the Project costs shall be based upon the costs of all project work or improvements in the City and County's respective jurisdictional boundaries. The estimated cost of improvements in the respective jurisdictional boundaries are as follows:

City	\$457,000.00
County	\$509,000.00

The County shall deposit with the City, the County's estimated share of Project costs, as set forth above, within thirty (30) days after the City awards a construction contract and issues a Notice to Proceed.

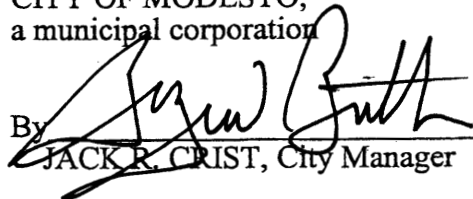
After the Project construction is completed and the City has recorded a Notice of Completion, the City will provide the County with a final project cost accounting of the actual Project costs, including the cost of any all change order work, for those portions of the Project lying within the unincorporated area of the County. If the actual Projects costs for the portion of the Project lying within the unincorporated area of the County exceeds the estimated Project costs, as set forth above, the County shall, within thirty (30) days of receiving the final accounting of actual Project costs pay the City the difference between the estimated Project costs and the actual Project costs.

3.2 Termination. Prior to advertising the notice inviting bids for the Project, any party may terminate this Agreement upon thirty (30) days written notice to the other party, provided that the party requesting termination bears all costs incurred by the other party prior to the date of the notice of termination. After advertising the notice inviting bids for the Project, this Agreement may not be terminated except by written mutual agreement of the parties.

3.3 Indemnity. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2001-413, adopted by the Council of the City of Modesto on the 14th day of August, 2001, and the County has caused this Agreement to be executed.

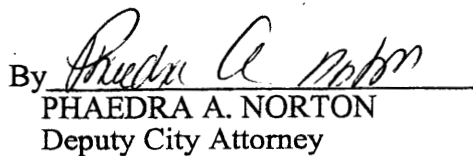
CITY OF MODESTO,
a municipal corporation

By 
JACK R. CRIST, City Manager

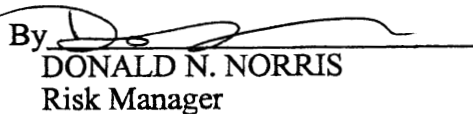
ATTEST:

By 
JEAN ZAHR, City Clerk

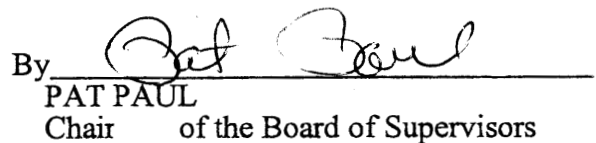
APPROVED AS TO FORM:
MICHAEL D. MILICH, City Attorney

By 
PHAEDRA A. NORTON
Deputy City Attorney

APPROVE AS TO RISK
MANAGEMENT FORM:

By 
DONALD N. NORRIS
Risk Manager

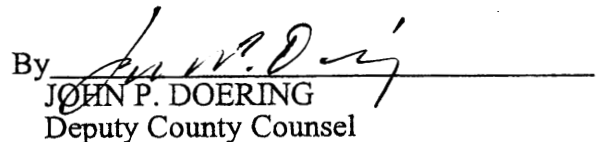
COUNTY OF STANISLAUS

By 
PAT PAUL
Chair of the Board of Supervisors

ATTEST:

By 
CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
County Counsel

By 
JOHN P. DOERING
Deputy County Counsel