

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

DEPT: Public Works

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE February 17, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Freeway Maintenance Agreement Between the Department of Transportation and Stanislaus County for the Faith Home Road and Keyes Road Overcrossings

STAFF RECOMMENDATIONS:

1. Approval of the Freeway Maintenance Agreement with the State of California, Department of Transportation for the Faith Home Road and Keyes Road Overcrossings.
2. Authorize the Chairman of the Board to execute the agreement between the State of California, Department of Transportation and Stanislaus County.

FISCAL IMPACT:

There is no additional fiscal impact associated with the maintenance agreement. Stanislaus County Public Works has been maintaining the subject areas since construction of the improvements in 1994

BOARD ACTION AS FOLLOWS:

No. 2009-120

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Freeway Maintenance Agreement Between the Department of Transportation and Stanislaus County for the Faith Home Road and Keyes Road Overcrossings

DISCUSSION:

In June 1990, the County entered into a Freeway Agreement with the California Department of Transportation (CalTrans) for the closing, relocation, construction of frontage roads and other local roads, and other construction affecting County roads on SR 99 from 0.4 miles west of Barnhart Road to Service Road. The Agreement states that the County will accept control and maintenance over each of the relocated or reconstructed County roads, and the frontage roads, and other State constructed local roads on receipt of written notice to County from the State that the work has been completed. The mechanism to determine specific responsibilities is the Freeway Maintenance Agreement.

The California Department of Transportation (CalTrans) has requested the approval of this document to bring their Freeway Maintenance Agreement files up to date. CalTrans is combining separate agreements for each overcrossing into one agreement. Per the new agreement, the County is obligated to continue control and maintenance of the improvements as delineated in the agreement for the specified locations along the Faith Home Road and Keyes Road overcrossings. The improvements to be maintained are the deck and/or surfacing and structural drainage system, all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

If approved, the agreement will be effective until amended or terminated at any time upon mutual consent of the parties or until terminated by the State for cause.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with the Board's priorities of providing a safe community, a healthy community, and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: February 17, 2009

No. 2009-120

On motion of Supervisor O'Brien Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *C-2

APPROVAL TO ADOPT A RESOLUTION TO ENTER INTO A FREEWAY MAINTENANCE
AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED, that the Board of Supervisors, of the County of Stanislaus, State of California, hereby finds and determines as follows:

1. A Freeway Agreement was executed between Stanislaus County and the State of California on June 12, 1990 wherein the parties consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 99 within the jurisdictional limits of the County of Stanislaus as a freeway; and
2. Recent adjustments to said freeway have now been completed and the parties hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local County streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
3. Pursuant to Section 6 of the June 12, 1990 Freeway Agreement, County has resumed control and maintenance over each of the affected relocated or reconstructed County streets, except for those portions adopted as a part of the freeway proper.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors shall approve the Freeway Maintenance Agreement (FMA NO. 10-09-003).

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California



**FREEWAY MAINTENANCE AGREEMENT
COUNTY OF STANISLAUS**

THIS AGREEMENT is made and entered into in duplicate, effective this 17 day of February, 2009, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE and the County of Stanislaus, hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on June 12, 1990, a Freeway Agreement was executed between COUNTY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 99 within the jurisdictional limits of the County of Stanislaus as a freeway; and
- B. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local COUNTY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Section 6 of the above June 12, 1990, Freeway Agreement, COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

- 1. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 99 Freeway proper as shown Exhibit "A".
- 3. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement when executed by all PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
- 4. COUNTY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended to reflect those changes.

5. COUNTY must obtain the necessary Encroachment Permits from STATE's District 10 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.

6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

A. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 99 below the deck surface except as hereinafter provided.

B. COUNTY will maintain, at COUNTY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

C. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.

7. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with COUNTY and not with STATE.

8. INTERCHANGE OPERATON

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

A. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

B. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of

their officers 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- C. Neither STATE 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 under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers 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 COUNTY under this Agreement.

D. INSURANCE:

COUNTY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

10. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

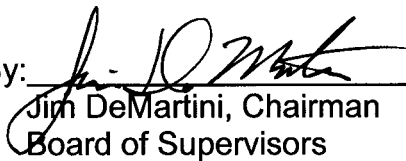
The PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF STANISLAUS

WILL KEMPTON
Director of Transportation


By:  _____
Jim DeMartini, Chairman
Board of Supervisors FEB 17 2009

By:  _____
DINAH N. BORTNER
Deputy District Director
Maintenance and Operations
District 10


ATTEST:
Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By:  _____
Deputy Clerk

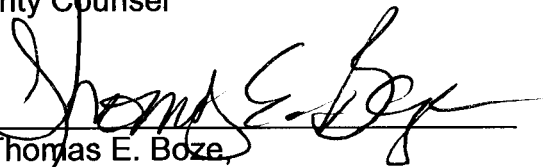
APPROVED AS TO CONTENT:
Department of Public Works

By:  _____
Matt Machado
Director

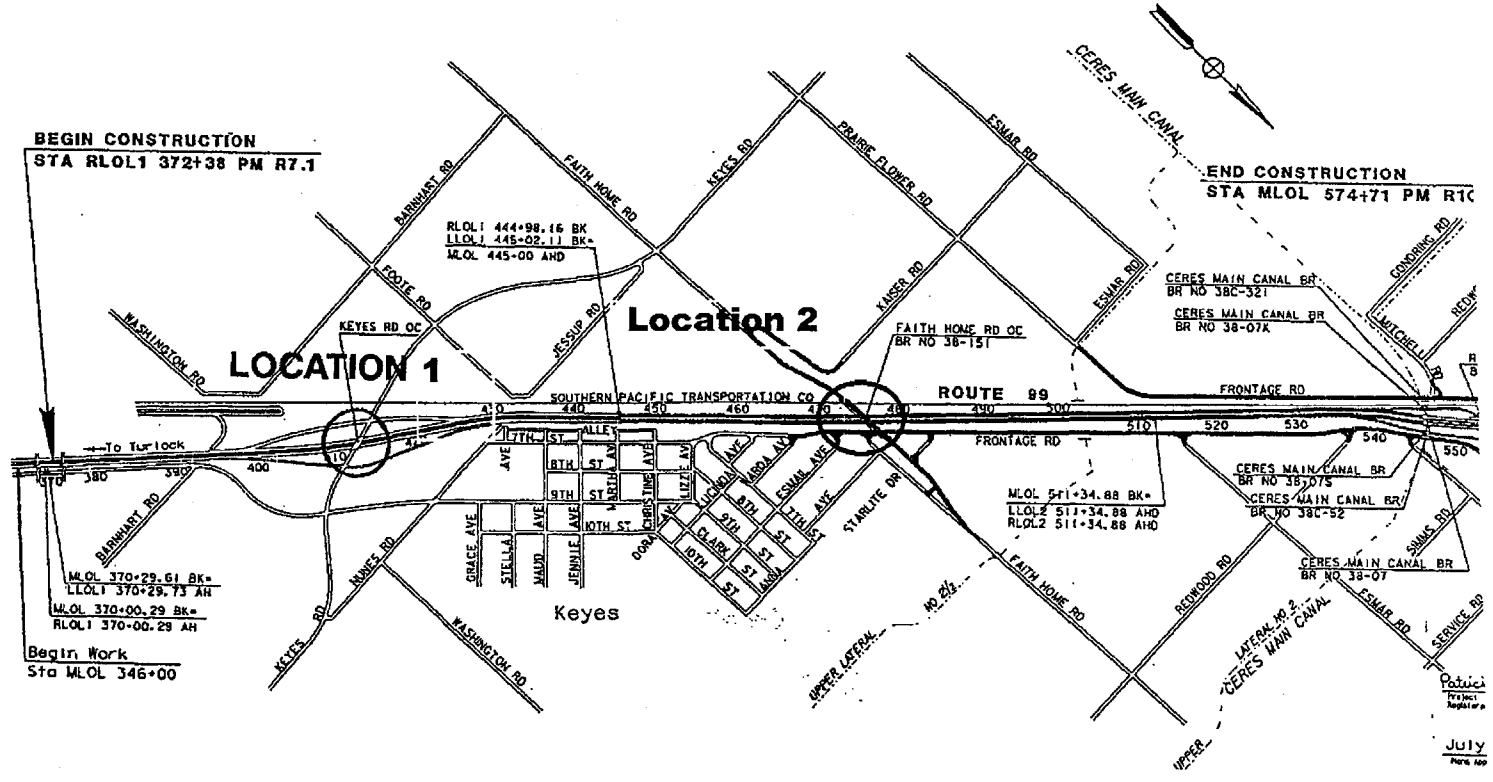
**APPROVED AS TO FORM
& PROCEDURE:**

By:  _____
Attorney
Department of Transportation

APPROVED AS TO FORM:
John P. Doering,
County Counsel

By:  _____
Thomas E. Boze,
Deputy County Counsel

DIST	CO	RTE	POST MILES	SHEET OF SHEETS
10	STA	99	7.3/8.4	1 3



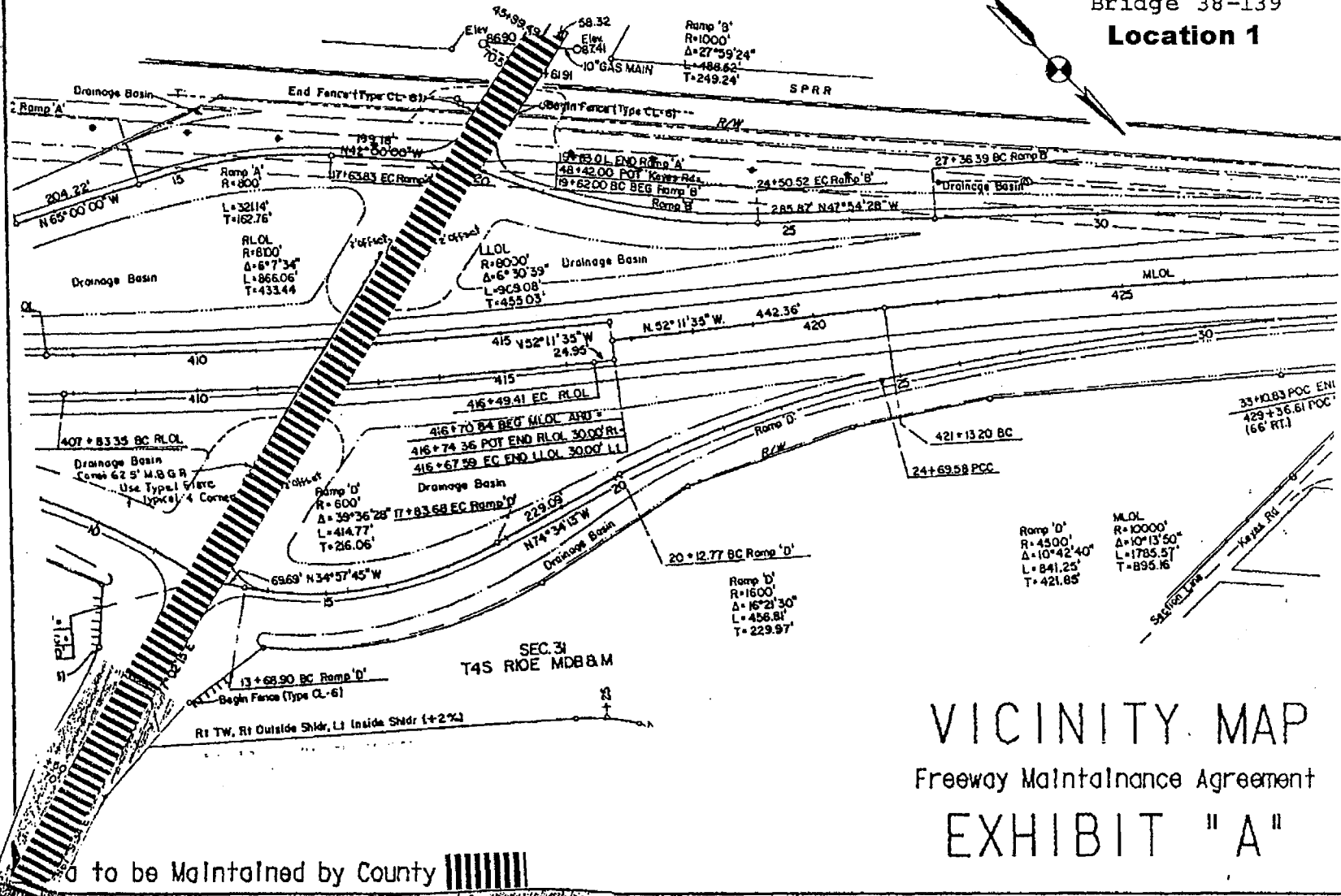
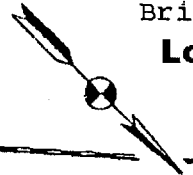
VICINITY MAP
 Freeway Maintenance Agreement
 EXHIBIT "A"

Area to be Maintained by County

July
 1966

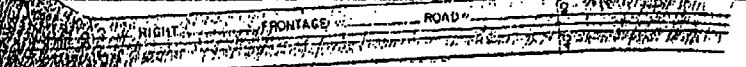
DIST	CO	RTE	POST MILES	SHEET OF SHEETS
10	STA	99	T7.3/8.4	2

Keyes Road OC
 Bridge 38-139
Location 1



VICINITY MAP
 Freeway Maintenance Agreement
 EXHIBIT "A"

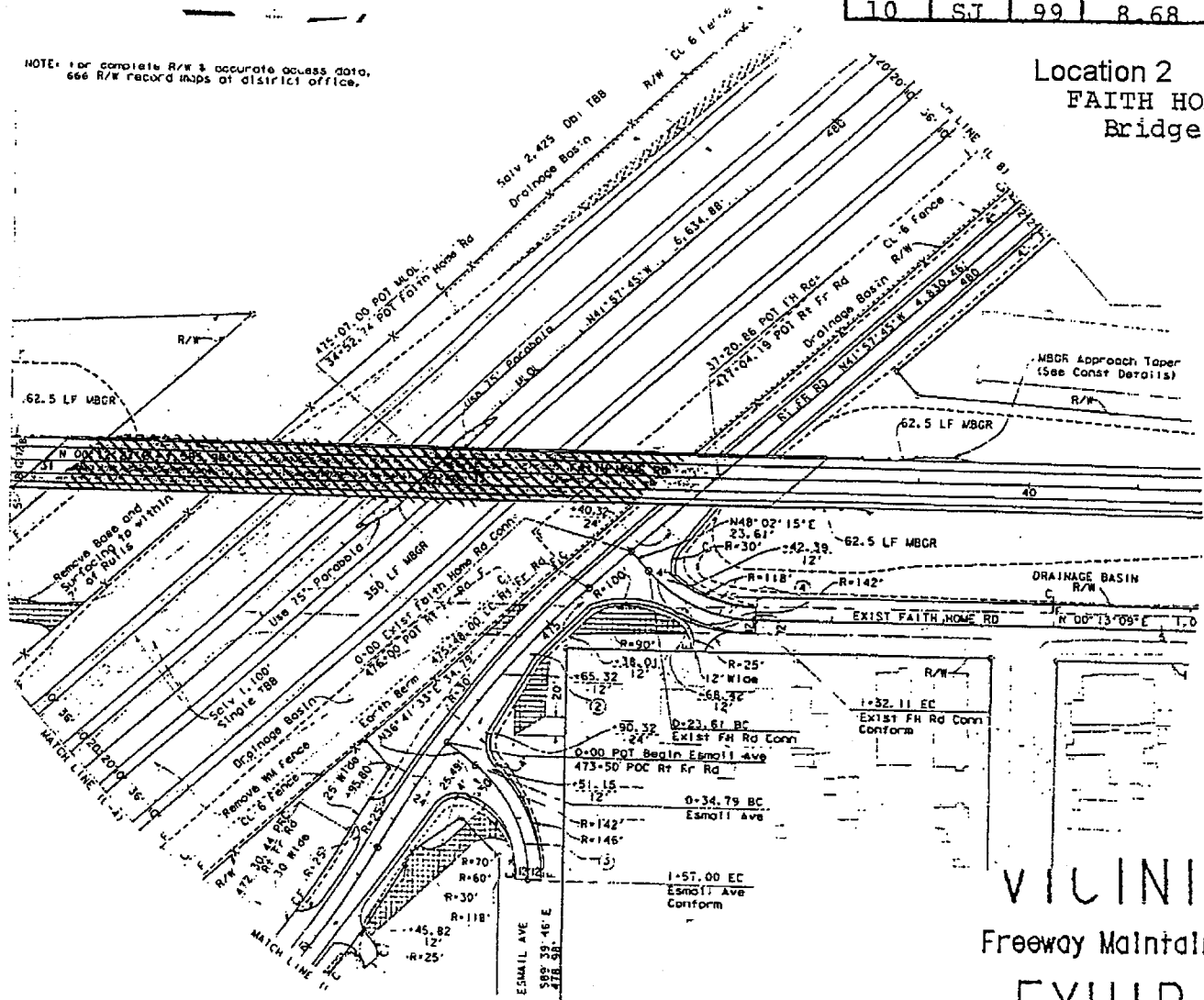
to be Maintained by County



DIST	CO	RTE	POST MILES	SHEET OF SHEETS
10	ST	99	8.68	3 / 3

NOTE: For complete R/W & accurate access data, see R/W record maps of district office.

Location 2
 FAITH HOME ROAD OC
 Bridge 38-151



VICINITY MAP
 Freeway Maintenance Agreement
 EXHIBIT "A"

Area to be Maintained by County