

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

DEPT: PUBLIC WORKS *CP*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE FEBRUARY 20, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT WITH THE CITY OF MODESTO FOR THE CONSTRUCTION OF A REPLACEMENT FOR THE 9TH STREET BRIDGE OVER THE TUOLUMNE RIVER

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 REPLACE THE 9TH STREET BRIDGE OVER THE TUOLUMNE RIVER LOCATED PARTIALLY WITHIN MODESTO'S CITY LIMITS AND WITHIN THE UNINCORPORATED AREA OF THE COUNTY; AND,
2. AUTHORIZE THE CHAIR OF THE BOARD TO SIGN THE JOINT POWERS AGREEMENT.

FISCAL
IMPACT:

There is no fiscal impact to the County resulting from this action. All project costs of the 9th Street Bridge replacement will be derived from State of California funding sources that will be obtained, collected, and administered by the City of Modesto.

BOARD ACTION

No. 2001-121

On motion of Supervisor Caruso, **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:

Christine Ferraro

File No.

SUBJECT: APPROVAL OF JOINT POWERS AGREEMENT WITH THE CITY OF MODESTO FOR THE CONSTRUCTION OF A REPLACEMENT FOR THE 9TH STREET BRIDGE OVER THE TUOLUMNE RIVER

PAGE: 2

DISCUSSION: The City of Modesto intends to replace the 9th Street Bridge to meet the current standards for seismic safety. The existing 9th Street Bridge was constructed many years prior to the current standards for seismic events being implemented.

The project area for the 9th Street Bridge is partially located within the City's jurisdiction, and partially within the unincorporated area of the County. In order for the City of Modesto to be able to replace the 9th Street Bridge, that will provide a benefit to both the City and the County, a Joint Powers agreement must be approved allowing the City of Modesto to perform all activities necessary in the unincorporated portion of the County related to this bridge replacement project.

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

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

PB:la
H:\Patrick\9thStreetBridgeReplacementBOS.wpd

MODESTO CITY COUNCIL
RESOLUTION NO. 2001-117

A RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH
STANISLAUS COUNTY FOR THE PLANNING, IMPLEMENTATION, MAINTENANCE,
AND RIGHT-OF-WAY ACQUISITION FOR THE 9TH STREET BRIDGE REPLACEMENT
PROJECT

WHEREAS, the existing 9th Street Bridge was studied, under the direction of the State of California, Department of Transportation (Caltrans), through the Seismic Safety Retrofit Program; and

WHEREAS, said study determined that the bridge structure is seismically deficient and in need of replacement; and

WHEREAS, upon Council making a determination in May 1997 that the 9th Street Bridge is a critical link to the Modesto Urban Area's transportation network, the final recommendation from Caltrans was to replace the bridge; and

WHEREAS, the replacement bridge will cross the Tuolumne River and connect the City of Modesto's downtown area with the southern portion of Modesto; and

WHEREAS, the portion of the replacement bridge south of the Tuolumne River is in the unincorporated area of Stanislaus County; and

WHEREAS, the existing bridge is approximately 56 feet wide and the replacement bridge will be approximately 83 feet wide; and

WHEREAS, the alignment of the replacement bridge will be on the east side of the existing bridge to allow the four lanes of traffic to remain open during construction; and

WHEREAS, the width and alignment of the replacement bridge will require right-of-way acquisition from owners within the City and also within the unincorporated area of the County; and

WHEREAS, approval to acquire street right-of-way in the County is required of the County by Section 1810 of the Streets and Highways Code; and

WHEREAS, County desires to have City maintain portion of the bridge within County jurisdiction; and

WHEREAS, an agreement is needed between Stanislaus County and the City of Modesto for the planning, implementation, maintenance, and right-of-way acquisition for the 9th Street Bridge Replacement Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto that the Joint Powers Agreement between the City of Modesto and Stanislaus County for the planning, implementation, maintenance, and right-of-way acquisition for the 9th Street Bridge Replacement Project is hereby approved.

BE IT FURTHER RESOLVED that the execution of said agreement by the City of Modesto's City Manager is hereby authorized.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of March, 2001, by Councilmember Friedman, who moved its adoption, which motion being duly seconded by Councilmember Fisher, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Conrad, Fisher, Friedman, Frohman, Serpa, Smith, Mayor Sabatino

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST:


JEAN ZAHR, City Clerk

APPROVED AS TO FORM

By


MICHAEL D. MILICH, City Attorney

JOINT POWERS AGREEMENT
(9th Street Bridge)

This JOINT POWERS 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 March 13, 2001.

INTRODUCTION

A. The purpose of this Agreement is to facilitate cooperation between the City and the County for the construction of a replacement for the 9th Street Bridge over the Tuolumne River (the "Project"), which Project area is partially located within the City limits and within the unincorporated area of the County; and

B. The current 9th Street Bridge requires reconstruction or replacement to meet standards for seismic events and, when completed, the Project will provide a benefit to both the City and the County; and

C. The Project will be constructed using State of California funding, which will be obtained, 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 OF THE CITY

1.1 Project Planning, Implementation and Maintenance. At its sole cost and expense, the City shall perform all aspects of Project planning, engineering and construction, including, without limitation, the preparation of right-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 completion and acceptance of the Project, the City shall be responsible for the maintenance and repair of the Project; provided, however, the County agrees to contribute funds toward reasonable and necessary maintenance in an equitable proportion, which in no event shall exceed 15 percent of the total expense of maintenance. All work shall be performed and completed in accordance with Project plans and specifications.

1.2 Right-of-Way Acquisition. Pursuant to section 1810 of the Streets and Highways Code, and sections 37350.5 and 37353 of the Government Code, at its sole cost and expense, the City shall acquire, by purchase or eminent domain, all property or rights-of-way necessary for completion of the Project, including property outside its

boundaries in the unincorporated area of the County. In addition, the City, at its sole cost and expense, shall prepare necessary Project rights-of-way plan, property appraisals, right-of-way maps and other necessary documentation. Pursuant to Government Code section 6511, title to rights-of-way acquired within the City boundaries shall be held by the City, and title to rights-of-way acquired outside the City boundaries in the unincorporated area of the County shall be held jointly by the City and the County.

1.3 Project Costs. Unless otherwise specified in this Agreement, the City shall pay for all direct and indirect costs of Project planning and implementation, including, without limitation, maintenance of the Project, right-of-way acquisition, and any legal costs.

1.4 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.

1.5 Project Accountability. Pursuant to Government Code section 6505, the City shall be strictly accountable for all State 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.

1.6 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.

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 Project work performed in the unincorporated area of the County.

2.3 Right-of-Way Acquisition. Pursuant to section 1810 of the Streets and Highways Code, the County consents to the acquisition of Project rights-of-way by the City outside its boundaries in the unincorporated area of the County.

3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY

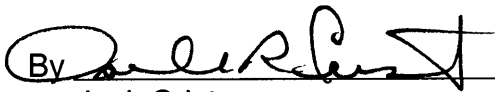
3.1 Termination. Either party may terminate this Agreement upon 30 days written notice to the other party.

3.2 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 parties hereto have executed this Agreement on the date and year first hereinabove written.

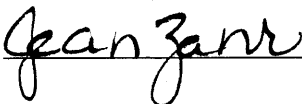
March 13, 2001 Res. 2001-117

CITY OF MODESTO

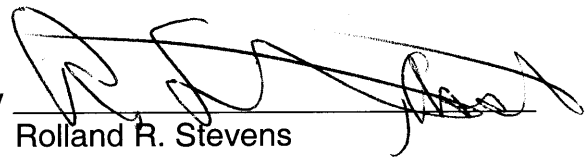
By  _____
Jack Crist
City Manager

"City"

ATTEST:
JEAN ZAHR
CITY CLERK

By  _____

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

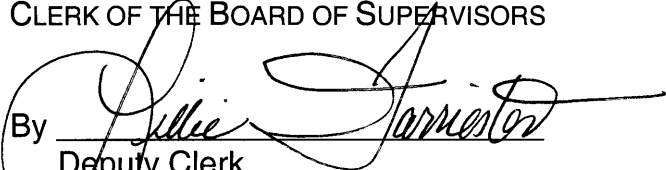
By  _____
Rolland R. Stevens
Assistant City Attorney

COUNTY OF STANISLAUS

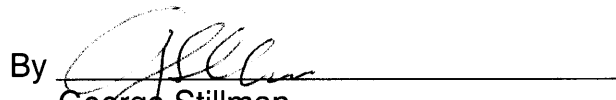
By  _____
Pat Paul
Chair of the Board of Supervisors

"County"

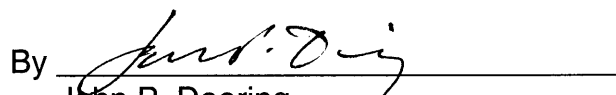
ATTEST:
REAGAN M. WILSON
CLERK OF THE BOARD OF SUPERVISORS

By 
Deputy Clerk

APPROVED AS TO CONTENT:
DEPARTMENT OF PUBLIC WORKS

By 
George Stillman
Director

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
COUNTY COUNSEL

By 
John P. Doering
Deputy County Counsel