

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

DEPT: Public Works MA

BOARD AGENDA # *C-2

Urgent

Routine

AGENDA DATE March 4, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Cooperative Agreement No. 10-297 with the State of California, Department of Transportation for the Installation of Emergency Vehicle Signal Pre-emption Equipment at Sisk Road, Stoddard Road and Dale Road Intersections for the State Route (SR) 219 Widening Project, Phase 1

STAFF RECOMMENDATIONS:

1. Approve Cooperative Agreement, No. 10-297, with the State of California, Department of Transportation for the Installation of Emergency Vehicle Signal Pre-emption Equipment at Sisk Road, Stoddard Road and Dale Road Intersections for the State Route (SR) 219 Widening Project, Phase 1.
2. Authorize the Chairman of the Board to execute a contract with the State of California, Department of Transportation, not to exceed \$30,800.

FISCAL IMPACT:

Funding for the Emergency Vehicle Signal Pre-emption Equipment is not required until Fiscal Year 2008/2009 and will be included in the Public Works Road and Bridge Fiscal Year 2008/2009 budget. Funding in the amount of \$30,800 is available in the Public Works Road fund balance.

BOARD ACTION AS FOLLOWS:

No. 2008-146

On motion of Supervisor Grover, Seconded by Supervisor O'Brien
and approved by the following vote,
Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield
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 Cooperative Agreement No. 10-297 with the State of California, Department of Transportation for the Installation of Emergency Vehicle Signal Pre-emption Equipment at Sisk Road, Stoddard Road and Dale Road Intersections for the State Route (SR) 219 Widening Project, Phase 1

DISCUSSION:

SR 219 Widening Project, Phase 1 from State Route 99 to east of Dale Road is the first phase of an overall project that will eventually widen the highway to four lanes to State Route 108 (McHenry Avenue). California Department of Transportation (CalTrans) is the lead agency on this project. Construction of Phase 1, is anticipated to start in March 2008 and complete in October 2009.

As part of this project, emergency vehicle signal pre-emption equipment is required by Salida Fire on the traffic signals at the intersections of SR219 at Sisk Road, Stoddard Road and Dale Road. CalTrans does not require emergency vehicle signal pre-emption equipment in their projects; however, CalTrans will incorporate the equipment by request into the plans, specifications and estimate for the project. Caltrans will provide oversight of the installation. Cooperative Agreement No. 10.297 provides for the cost of the emergency vehicle signal pre-emption equipment.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with it 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.

LB:la
L:\Roads\SR 219 Widening - Phase 1\Agreement - State of California

10-STA-219 0.1/4.9
SR219 widening,
Phase I
EA: 10 – 0A870
Agreement No. 10-297

CONTRIBUTION AGREEMENT

THIS AGREEMENT, entered into effective on March 14 2007 is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**", and

Stanislaus County, a political
subdivision of the State of
California, referred to as **COUNTY**

CONTRIBUTION AGREEMENT

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within Stanislaus County.
2. STATE contemplates the construction of State Route (SR) 219 widening, phase I, referred to herein as "PROJECT".
3. COUNTY desires and has requested STATE to install pre-emption equipment at intersections of Sisk, Stoddard, and Dale Roads on PROJECT, referred to herein as "IMPROVEMENTS", which exceed State standards and is willing to pay the additional cost.
4. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

SECTION I

STATE AGREES:

1. To administer the construction contract for PROJECT and have the PROJECT construction contractor furnish and install IMPROVEMENTS as a part of PROJECT as requested by COUNTY.

SECTION II

COUNTY AGREES:

1. To deposit with STATE within 25 days of receipt of billing therefore (which billing will be forwarded 15 days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$30,800, which figure represents the lump sum total amount of COUNTY's agreed to share of the cost of work to be performed by STATE on COUNTY's behalf pursuant to this Agreement.
2. To make all arrangements to provide the STATE'S construction contractor with permits at no cost to STATE, to enter and construct on lands outside of STATE's right of way in the event that such permits are necessary to accommodate construction of IMPROVEMENTS, and to certify in a form satisfactory to STATE, prior to STATE's

advertising date of a construction contract for PROJECT, that such permits have been obtained.

3. To own, operate and maintain IMPROVEMENTS installed pursuant to this Agreement which lie outside the State highway right of way.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. In the construction of said IMPROVEMENTS, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's Resident Engineer shall prevail.
3. STATE has no obligation to perform any work on IMPROVEMENTS should costs of STATE's effort exceed, at any time, the deposit made by COUNTY
4. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed within STATE right of way will automatically be vested in STATE and materials, equipment, and appurtenances installed outside of the SHS right of way will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY. No further agreement will be necessary to transfer ownership as hereinbefore stated
5. If any additional or extra work over and above that specifically provided for herein to construct IMPROVEMENTS is needed, such work shall be at COUNTY's sole expense and be accomplished by an executed Amendment for a construction contract change order or any other method deemed appropriate by STATE after receipt of deposit of funds by COUNTY to cover the cost of such work.
6. COUNTY's total obligation for the cost of IMPROVEMENTS is estimated at \$30,800. The total obligation may be increased to cover costs in excess of the initial estimated total costs of IMPROVEMENTS. Such increase in total obligation will be incorporated only upon written amendment to this Agreement.
7. To pay state upon completion of all work and within twenty-five (25) working days of receipt of a detailed statement made upon final accounting of construction costs

therefore, any amount over and above the aforementioned deposits and payments required to complete IMPROVEMENTS.

8. 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 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement. 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 STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
10. This Agreement shall terminate upon completion of construction of IMPROVEMENTS or on December 20, 2011, whichever is earlier in time, however, the ownership, operation, maintenance, liability, and claims clauses shall remain in effect until terminated or modified in writing, by mutual agreement. Should any construction-related claim arising out of PROJECT be asserted against STATE, COUNTY agrees to extend the termination date of this Agreement and provide additional funding as required to cover COUNTY's proportionate share of costs or execute a subsequent agreement to cover those eventualities.

Signatures on following page:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY

By: *Julie Dunning*
Kome Ajise
District Director

By: *Thomas W. Mayfield*
Thomas W. Mayfield
Chair of the Board of Supervisors

By: *Anne Wells*
Anne Wells
Budget Manager

Attest: *Christine Ferraro Tallman*
Christine Ferraro Tallman
Clerk of the Board of Supervisors

Approved as to form and procedure
[Signature]
Attorney
Department of Transportation

APPROVED AS TO FORM AND
PROCEDURE

By: *Michael H. Krausnick*
Michael H. Krausnick
County Counsel

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: *Shelly Guzman for Judy Levine*
Judith K. Levine
Chief of Accounts Receivable -
Reimbursements

**Exhibit A
Estimated Cost**

Funding Source	Funding Detail	Subtotal Support	Subtotal Capital	Subtotal Funds Type	Subtotal Funding Source
Local	Type of funds: Local	\$0.00	\$30,800.00	\$30,800.00	\$30,800.00
	SubTotals by Phase	\$0.00	\$30,800.00	Total Cost	\$30,800.00