

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

DEPT: Public Works *okm*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE April 22, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of Public Works to Sign the Consent to Common Use Agreement with Turlock Irrigation District for the Geer Road at Service Road Intersection Improvements

STAFF RECOMMENDATIONS:

Authorize the Director of Public Works to sign the Consent to Common Use Agreement with the Turlock Irrigation District for the Geer Road at Service Road Intersection Improvement Project.

FISCAL IMPACT:

There is no fiscal impact associated with approval of the Consent to Common Use Agreement with Turlock Irrigation District.

BOARD ACTION AS FOLLOWS:

No. 2008-288

On motion of Supervisor Grover, Seconded by Supervisor DeMartini

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) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Director of Public Works to Sign the Consent to Common Use Agreement with Turlock Irrigation District for the Geer Road at Service Road Intersection Improvements

DISCUSSION:

The Geer Road at Service Road Intersection Improvement Project is part of the Public Works Traffic Congestion Relief Project. The Public Works Traffic Congestion Relief Project was approved in January 2004 and provides for the installation of traffic signals, left turn lanes and related improvements on selected roadways throughout the County, including the improvements to the Geer Road at Service Road intersection.

The improvements at this intersection consist of the construction of additional pavement to allow the installation of left turn lanes on Geer Road and Service Road, a through lane in each direction and the installation of a traffic signal. The improvements are expected to improve traffic safety and enhance the flow of traffic through this intersection.

On May 22, 2007, the Board of Supervisors approved plans and specifications for the Traffic Congestion Relief Project "A", Intersection of Geer Road and Service Road Intersection Improvement Project and directed the Clerk to publish the notice inviting bids.

On July 24, 2007, the Board of Supervisors awarded the contract for the Geer Road at Service Road Intersection Improvement Project to George Reed, Inc. of Modesto, California. Construction of this project has been completed.

The improvements to Geer Road at Service Road require a portion of the road to encroach upon the right-of-way of the existing Turlock Irrigation District Canal that is adjacent to Service Road. The existing canal is within irrigation right-of-way that was acquired by the Turlock Irrigation District prior to the right-of-way for roads by Stanislaus County. Turlock Irrigation District required that the County enter into a Consent to Common Use Agreement that specifies the rights of each agency regarding the improvements to the road.

In summary, the Consent to Common Use Agreement specifies:

1. TID's consent to the construction of the improvements;
2. Maintenance of the facilities constructed;
3. Liability of each agency; and,
4. Indemnification of each agency.

POLICY ISSUES:

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

RM:sr

L:\Roads\9707-Geer Road at Service Road\Design\Board items\TID Common Use Agreement

AGREEMENT CONSENTING TO COMMON USE

2008 APR 29 A 10:44
BOARD OF SUPERVISORS

This Agreement is made on Insert Date, by and between the Turlock Irrigation District, a political subdivision, hereinafter called "DISTRICT", and Stanislaus County, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

This Agreement is made with reference to the following facts:

A. DISTRICT is in possession of certain real property in Stanislaus County consisting of a strip of land, 70 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as DISTRICT's Lateral No. 2 Canal.

B. COUNTY desires, at COUNTY's expense, to widen the existing crossing facility by which Geer Road crosses over the DISTRICT's Lateral No. 2 Canal.

C. The widened crossing facility will occupy a portion of DISTRICT's property for the Lateral No. 2 Canal, which portion is hereinafter referred to as the "Area of Common Use", and is described on Exhibit "A" attached hereto.

NOW, THEREFORE, IT IS AGREED as follows:

1. DISTRICT, pursuant to the terms and conditions hereinafter set forth, hereby consents to the COUNTY's proposed widening of the crossing facility and to the common use by the DISTRICT and COUNTY of said widened crossing facility and "Area of Common Use".
2. COUNTY acknowledges DISTRICT's title to DISTRICT's facilities within the "Areas of Common Use". Except in emergencies, DISTRICT shall give reasonable notice to COUNTY before performing any work on

DISTRICT's facilities in the "Area of Common Use" when such work will obstruct the free flow of traffic. In all cases, DISTRICT shall make adequate provisions for the protection of the traveling public when performing work on the DISTRICT's facilities in the "Area of Common Use".

3. Except in emergencies, COUNTY shall give reasonable notice to DISTRICT before performing any work on COUNTY's property or facilities in the "Area of Common Use" when such work could potentially obstruct the free flow of water through DISTRICT's canal. In all cases COUNTY shall make adequate provision for the protection of DISTRICT property and facilities when performing work on COUNTY' property or facilities in the "Area of Common Use".
4. COUNTY shall perform all design, construction, and inspection, of the entire project, and DISTRICT shall review the final plans prior to construction of the crossing facility. DISTRICT's review of COUNTY's plans shall not be construed as confirming or endorsing the design nor as any warranty of safety or reliability. DISTRICT shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or safety of COUNTY's proposed details and work.
- 5.. COUNTY shall maintain the entire work zone in a safe manner and shall provide adequate safety barricades and lights to protect the safety of persons using any adjacent canal bank or street or any part of DISTRICT property. Upon completion of the work, the COUNTY shall leave the

entire work zone in a clean, neat, and orderly condition. The COUNTY shall insure that no materials or liquids, other than clean and uncontaminated water, are allowed to enter the DISTRICT's canal.

6. Prior to the completion of the crossing facility by COUNTY, DISTRICT shall inspect the construction to satisfy itself that the work was performed in accordance with the plans and is complete.
7. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any of DISTRICT's rights in its property. Both COUNTY and DISTRICT shall use the "Area of Common Use" in such a manner as to not interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which DISTRICT or COUNTY may now have, or may hereafter acquire, resulting from the construction of additional facilities or the alteration of existing facilities by either COUNTY or DISTRICT in such a manner as to cause an unreasonable interference with the use of the "Areas of Common Use" by the other.
8. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
9. COUNTY shall defend, indemnify and hold DISTRICT, (including its directors, officers, agents and employees) harmless from and against any and all claims arising from any act or omission, or negligence of COUNTY or of COUNTY's supervisors, officers, contractors, agents, or employees, in connection with the construction, maintenance, and use

consented to in Paragraph 1 of this Agreement and the use of such COUNTY property and facilities by the COUNTY or the public; except to the extent that any such loss was caused by the negligence of the DISTRICT.

10. This Agreement shall operate to give COUNTY the rights herein provided for only insofar as DISTRICT may do so under and by virtue of the rights that DISTRICT has in DISTRICT's property.
11. COUNTY will be responsible for the ongoing structural maintenance of the entire road crossing from outside face of headwall to outside face of headwall to insure DISTRICT can pass the required design flow.
12. Time is of the essence of each provision of this Agreement.
13. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

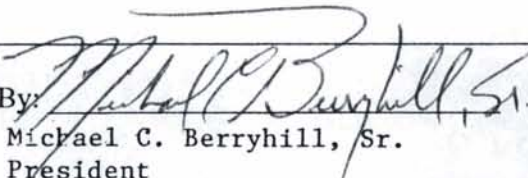


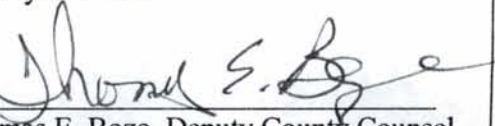
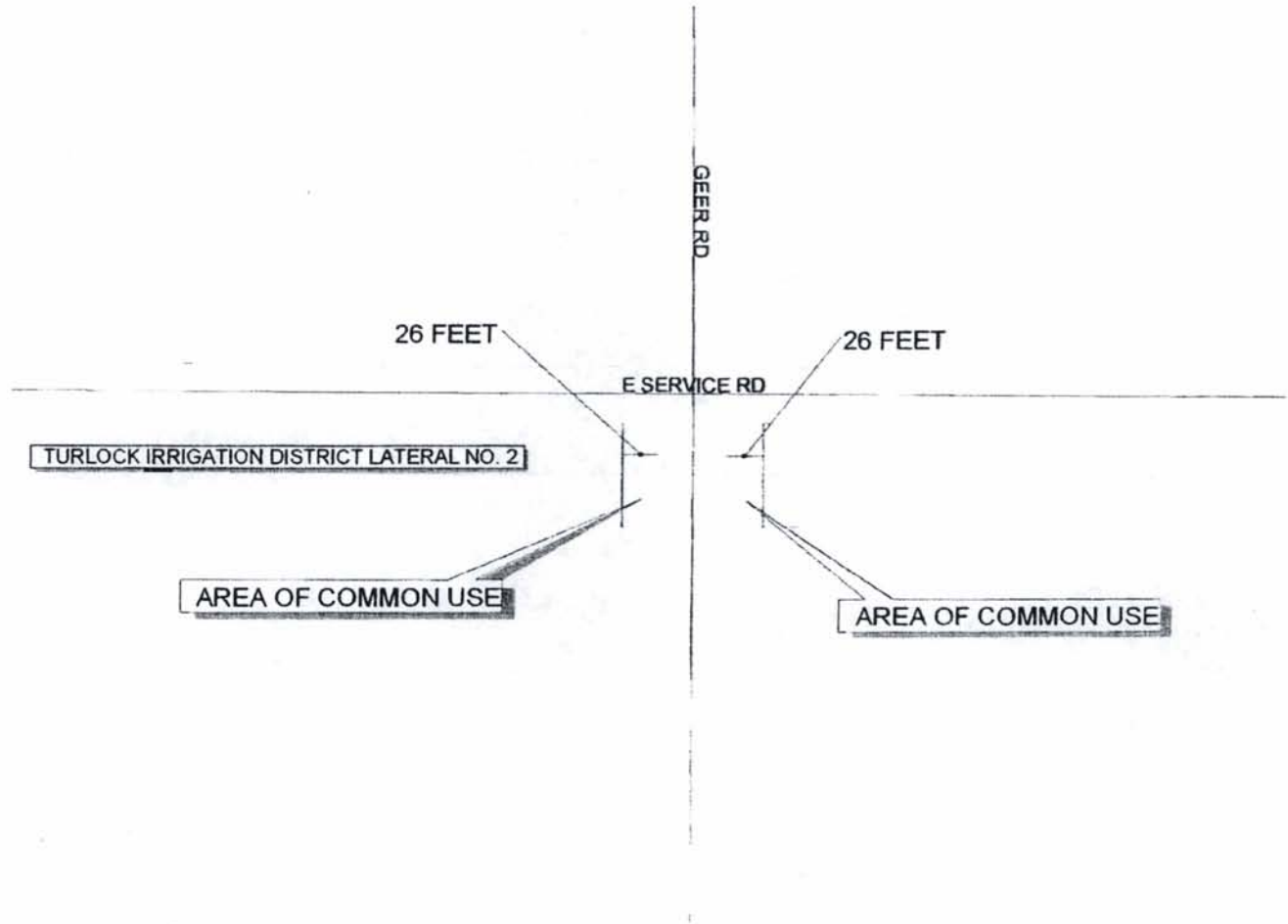
TURLOCK IRRIGATION DISTRICT	COUNTY OF STANISLAUS
By:  Michael C. Berryhill, Sr. President	By:  Matt Machado Director
By:  Steven Boyd, Board Secretary	APPROVED AS TO FORM: Michael H. Krausnick, JOHN P. DOERING County Counsel By:  Thomas E. Boze, Deputy County Counsel

EXHIBIT A



0.04 0 0.04 0.08 Miles



RESOLUTION NO. 2007-45

RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT CONSENTING TO COMMON USE BETWEEN THE
TURLOCK IRRIGATION DISTRICT AND STANISLAUS COUNTY

WHEREAS, the Turlock Irrigation District (District) is in possession of certain real properties in Stanislaus County consisting of a strip of land 70 feet in width, with certain canal improvements thereon, which real property is commonly known and referred to as the District's Lateral No. 2; and

WHEREAS, the County desires, at County's expense, to widen this area of Geer and Service Road, and to make such improvements to the District's Lateral No. 2 as are necessary to maintain the canal crossing in light of construction of County's road improvements; and

WHEREAS, under the terms of the Agreement the County will be responsible for the entire cost of widening the crossing facility;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Turlock Irrigation District that the Agreement Consenting to Common Use between the Turlock Irrigation District and the County of Stanislaus is approved and that the President and Secretary be authorized and directed to sign the agreement.

Moved by Director Fiorini, seconded by Director Crowell, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Short, Crowell, Fiorini, Berryhill
Noes: Directors None
Absent: Director Fernandes

The President declared the resolution adopted.

I, Tami Wallenburg, Deputy Secretary of the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 15th day of May, 2007.



Deputy Secretary of the Board of
Directors of the Turlock Irrigation District