

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

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: April 5, 2016

SUBJECT:

Approval of a Cooperative Funding Agreement with the Stanislaus Council of Governments for the South County Corridor Feasibility Study

BOARD ACTION AS FOLLOWS:

No. 2016-168

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

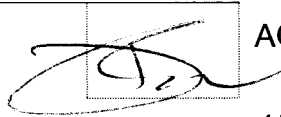
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA #: *C-1

Urgent Routine

AGENDA DATE: April 5, 2016



CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval of a Cooperative Funding Agreement with the Stanislaus Council of Governments for the South County Corridor Feasibility Study

STAFF RECOMMENDATIONS:

1. Approve the Cooperative Funding Agreement with the Stanislaus Council of Governments for the South County Corridor Feasibility Study.
2. Authorize the Chairman of the Board of Supervisors to sign the Cooperative Funding Agreement with the Stanislaus Council of Governments (StanCOG) for the South County Corridor Feasibility Study.

DISCUSSION:

The South County Corridor (SCC) is a planned east-west 4-lane divided expressway connecting State Route (SR) 99 to Interstate 5 (I-5) in the southern portion of Stanislaus County and bypassing the Cities of Patterson and Newman. The SCC Feasibility Study (Study) will analyze potential traditional and multi-modal corridor alignments that will enhance the east-west transportation link for all travel modes in the southern portion of Stanislaus County. Key goals of the Study are as follows:

- Provide an efficient routing of goods and people for all modes of travel statewide;
- Improve safety through the roadway widening and improvements, limiting access to the expressway facility and divided traffic lanes;
- Enhance local, regional, and statewide connectivity;
- Improve air quality and noise;
- Promote an increase of local and regional investments;
- Promote the support of General Plans applicable within the project limits;
- Assess the feasibility including planned land use, transportation and environmental issues; and,
- Create project development and implementation strategies.

Stanislaus County is a vital hub for the movement of agricultural (farm to market) and other goods, both locally grown/produced and those that pass through the region, which links northern and southern California. The lack of an efficient and direct travel route between SR 99, SR 33, and I-5 in the southern part of Stanislaus County has become a pressing concern to the region. A primary concern is the amount of regional and interregional traffic generating

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congestion within the Patterson city limits and surrounding areas. This traffic congestion, noise, and related safety issues are part of a larger concern to the region which depends on an efficient and safe transportation system to deliver manufactured and agricultural goods both regional and interregional. In addition, the centrally located nature of Stanislaus County has made it ideal for the distribution of goods through the Central Valley. The SCC will be key to the continued success of these industries. The existing corridor is part of the 39.7 mile County Route J17 (CR J17) established in 1960 that runs through Stanislaus and Merced Counties. The section of CR J17 (Sperry Road, East Las Palmas Avenue, and West Main Street) between SR 99 and I-5 functions as an agricultural trade corridor that extends 18 miles between the Cities of Turlock and Patterson. This section of CR J17 is generally a 2-lane highway through rural areas, but has 4-lane segments within the city limits of Turlock and 3-lane segments within the city limits of Patterson. East Las Palmas Avenue, on the east side of Patterson, has 100 year old palm trees that prevent widening the road. Trucks experience approximately ten traffic signals along Sperry Road, East Las Palmas Avenue, and West Main Street to get from I-5 to SR 99. Since Patterson is becoming a west side hub for commerce distribution, the existing corridor route is heavily used and is often congested.

In March 2009, Stanislaus County Board of Supervisors adopted a resolution of support for StanCOG to pursue funding grants for the South County Corridor Feasibility Study. Those grant efforts were not successful, which led to a joint partnership between StanCOG, City of Turlock, City of Patterson, City of Newman, and Stanislaus County to complete the Feasibility Study. This partnership was initiated by StanCOG through Policy Board Resolution 13-28, dated March 19, 2014, to enter into a cooperative funding agreement with partnering agencies.

The total cost of completing the Feasibility Study is \$350,000. The partnership to complete the Feasibility Study includes funding as follows:

StanCOG	\$200,000
Stanislaus County	\$100,000
City of Turlock	\$22,000
City of Patterson	\$22,000
City of Newman	\$6,000
Total	\$350,000

Resolution 13-28 also initiated the process to hire a consultant to conduct the Feasibility Study. Stanislaus County Public Works began to budget for this expenditure in 2014.

In January 2016, StanCOG sent out the Cooperative Funding Agreement to be executed by the County, requesting the County provide the \$100,000 funding for the Feasibility Study. This request is consistent with the Policy Board Resolution 13-28 from March 2014. StanCOG has decided that a formal agreement should be in place prior to issuing an invoice for payment.

The Feasibility Study will be complete in Spring of 2016.

POLICY ISSUE:

The Board of Supervisors must approve all agreements with other governmental agencies.

Approval of a Cooperative Funding Agreement with the Stanislaus Council of Governments for the South County Corridor Feasibility Study

FISCAL IMPACT:

The cost of the Study is \$350,000, of which \$250,000 will be contributed by partnering agencies. Funding is available in the current Fiscal Year 2015/2016 Public Works budget.

Cost of recommended action:		\$ 100,000
Source(s) of Funding:		
Public Facilities Fees - RTIF	\$ 100,000	
Funding Total:		\$ 100,000
Net Cost to County General Fund		\$ -

Fiscal Year:	FY 15/16
Budget Adjustment/Appropriations needed:	No

Fund Balance as of 1/31/16:	
Public Facilities Fees - RTIF	\$ 18,548,668

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board of Supervisors' priorities of Providing A Safe Community, A Well-Planned Infrastructure System, and Effective Partnerships.

STAFFING IMPACT:

Existing Public Works staff will review and provide input into the Feasibility Study.

CONTACT PERSON:

Matt Machado, Public Works Director Telephone: (209) 525-4153

ATTACHMENT(S):

Cooperative Funding Agreement, South County Corridor Feasibility Study

Attachment 1

COOPERATIVE FUNDING AGREEMENT
SOUTH COUNTY CORRIDOR FEASIBILITY STUDY

This Cooperative Funding Agreement for the South County Corridor Feasibility Study (“Agreement”) is entered into this 12th day of January 2016 by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq. (“StanCOG”), Stanislaus County, a political subdivision of the State of California (“County”), the City of Newman, a municipal corporation (“Newman”), the City of Patterson, a municipal corporation (“Patterson”), and the City of Turlock, a municipal corporation (“Turlock”), jointly referred to herein as the “Parties” and singularly as a “Party.”

Recitals

A. The Parties seek the preparation of a Feasibility Study for the transportation facility referred to as the South County Corridor (“Feasibility Study”).

B. The Feasibility Study will determine the facility improvements needed within the southern portion of Stanislaus County that implement congestion management strategies to maintain an appropriate Level of Service. The intended benefit of the South County Corridor is reduced traffic congestion, improved operations, and increased vehicle capacity.

C. On November 20, 2013, the StanCOG Policy Board approved \$200,000 in appropriations for the Feasibility Study. Since that time, it has been determined that additional funds of \$150,000 will be required to prepare an adequate feasibility study.

D. On March 19, 2014, StanCOG issued a Request for Proposals for consulting services to prepare the Feasibility Study and through a competitive selection process has selected a consultant to perform the work (“Consultant”).

E. The Parties desire to share the costs of the Consultant for its work on the Feasibility Study.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. Responsibilities of the Parties. StanCOG has selected the Consultant to prepare the Feasibility Study for an amount not to exceed \$350,000. StanCOG will administer the Consultant contract. In that role, StanCOG shall process payments for the services of the Consultant and coordinate with the parties on the Consultants’ work effort, including but not limited to, providing the Parties with draft documents, reports, and memorandums prepared by the Consultant during the performance of the contract for the parties review, comment and input.

2. Cost Sharing and Payment.

2.1. The Parties agree to share the cost of the Consultant’s services as follows: StanCOG will provide \$200,000, Stanislaus County will provide \$100,000, the City

of Patterson will provide \$22,000, the City of Turlock will provide \$22,000, and the City of Newman will provide \$6,000.

2.2. Upon StanCOG's execution of an agreement with the Consultant for preparation of the Feasibility Study, each of the Parties will provide StanCOG with its full share of the contribution amount, as set forth in Paragraph 2.1.

2.3. The total obligations of the Parties under this Agreement will not exceed \$350,000 unless agreed to by all the Parties in writing.

2.4. Each Party will have the opportunity to review the scope of services and cost proposal provided by the Consultant.

2.5. StanCOG will submit to the Parties for review copies of all Consultant invoices for work performed under the Consulting Agreement.

3. Cooperation. The Parties agree to work cooperatively and in a timely fashion to implement the Consultant agreement. All decisions regarding changes in the scope of work to the Consultant agreement or estimated costs shall be made by the Parties and approved in writing.

4. Independent Capacity. In the performance of this Agreement, each Party, and its employees, shall act in an independent capacity and not as officers or employees of the other Party. It is understood and agreed that no Party, nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this Agreement.

5. Notice. Any notice or official communication required for which a party desires to give under this Agreement shall be in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private courier service to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demand so given shall be effective only upon receipt by the party to whom notice or demand is being given.

Stanislaus Council of Governments
Attention: Executive Director
1111 I Street, Suite 308
Modesto, CA 95354
Telephone: (209) 525-4600
Facsimile: (209) 558-7833

Stanislaus County
Attention: Chief Executive Officer
1010 10th Street, Suite 6800
Modesto, California 95354
Telephone: (209) 525-6333
Facsimile: (209) 544-6226

City of Newman
Attention: City Manager
938 Fresno Street
Newman, California 95360
Telephone: (209) 862-3725
Facsimile: (209) 862-3199

City of Patterson
Attention: City Manager
1 Plaza P.O. Box 667
Patterson, CA 95363
Telephone: (209) 895-8010
Facsimile: (209) 895-8016

City of Turlock
Attention: City Manager
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454
Telephone: (209) 668-5540
Facsimile: (209) 668-5668

6. No Third Party Beneficiaries. This Agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. This agreement is not intended to affect the legal liability of the parties to this Agreement by imposing any standard of care for completing the work contemplated herein different from the standards imposed by law.

7. Compliance with Laws. Each Party to this Agreement shall be responsible for complying with all applicable federal, state, and local laws and regulations and for securing any required consent or permits. Upon written request, each Party shall provide written proof that such consent or permit was properly obtained.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Attorney's Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event that any party institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

10. Assignment. No party to this Agreement shall assign this Agreement or its rights and obligations hereunder without the written consent of all other parties to this Agreement.

11. Entire Agreement. This Agreement represents the entire agreement among the parties and supersedes all prior negotiations, representations or agreements, whether written or oral

on the subject matter herein. No changes, additions or deletions, alterations or modifications of the terms and conditions of this Agreement shall be made without the written consent of all parties to this Agreement.

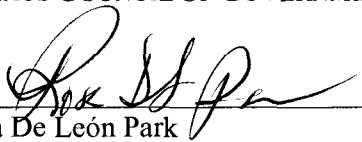
12. Counterparts. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

13. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

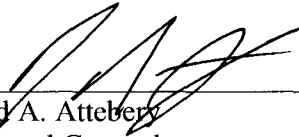
14. Authority. By signing below, each party represents that they have the authority of their respective agency to execute and carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

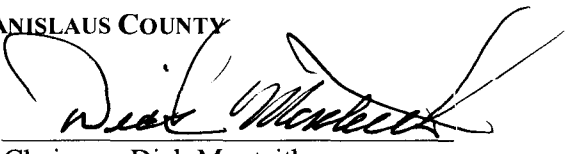
STANISLAUS COUNCIL OF GOVERNMENTS

By: 
Rosa De León Park
Executive Director

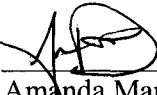
APPROVED AS TO FORM

By: 
Rod A. Attebery
General Counsel


STANISLAUS COUNTY

By: 
Chairman Dick Monteith


APPROVED AS TO FORM

By: 
Amanda Marie DeHart
Deputy County Counsel

APPROVED AS TO CONTENT

By: 
Matt Machado
Director of Public Works

ATTEST:

By: 
Deputy Clerk

