

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

344 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 16, 2013

SUBJECT: Freeway Maintenance Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for I-10 at Monterey Avenue Interchange.

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the Freeway Maintenance Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for I-10 at Monterey Avenue Interchange.

BACKGROUND: The Monterey Avenue Interchange is a vital project for the Coachella Valley Association of Governments, the City of Palm Desert and the County of Riverside and serves as one of the main gateways into the Cities of Palm Desert and Rancho Mirage.

Juan C. Perez
Director of Transportation and Land Management

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

SOURCE OF FUNDS: No net increase in funding required There are no General Funds used in this project.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:
Tina Grande
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR
DATE: 1/14/13
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 4/4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-43

The Honorable Board of Supervisors

RE: Freeway Maintenance Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for I-10 at Monterey Avenue Interchange.

January 16, 2013

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This Freeway Maintenance Agreement between Caltrans and the County of Riverside outlines each agency's responsibilities and the terms and conditions for the continued maintenance of the I-10 at Monterey interchange. The proposed County maintenance responsibilities are generally consistent with the current maintenance responsibilities and no substantive increase in cost is expected. Funding for the County maintained portion of the project will continue to be funded through existing road maintenance funds.

The City of Palm Desert is the lead agency for the interchange improvement project, which is expected to begin construction in late 2013.

County Counsel has reviewed and approved the Freeway Maintenance Agreement as to form.

Work Order No. B5-0866

**FREEWAY MAINTENANCE AGREEMENT WITH
COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into in duplicate, effective this _____ day of _____, 2013, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE and the County of Riverside, hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on January 31, 1984 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 Interstate 10 within the jurisdictional limits of the COUNTY of Riverside 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 1 of the above January 31, 1984 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 I-10 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 8 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 I-10 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. SOUNDWALLS

Responsibility for debris removal, cleaning and painting to keep COUNTY's side of any sound wall structure free of debris, dirt and graffiti shall not lie 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, 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.

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

COUNTY OF RIVERSIDE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____

Chairman

By _____

Malcolm Dougherty
Acting Director of Transportation

ATTEST:

By _____

COUNTY Clerk

By _____

Deputy District Director
Maintenance, District 8

APPROVED AS TO FORM:

APPROVED AS TO FORM & PROCEDURE

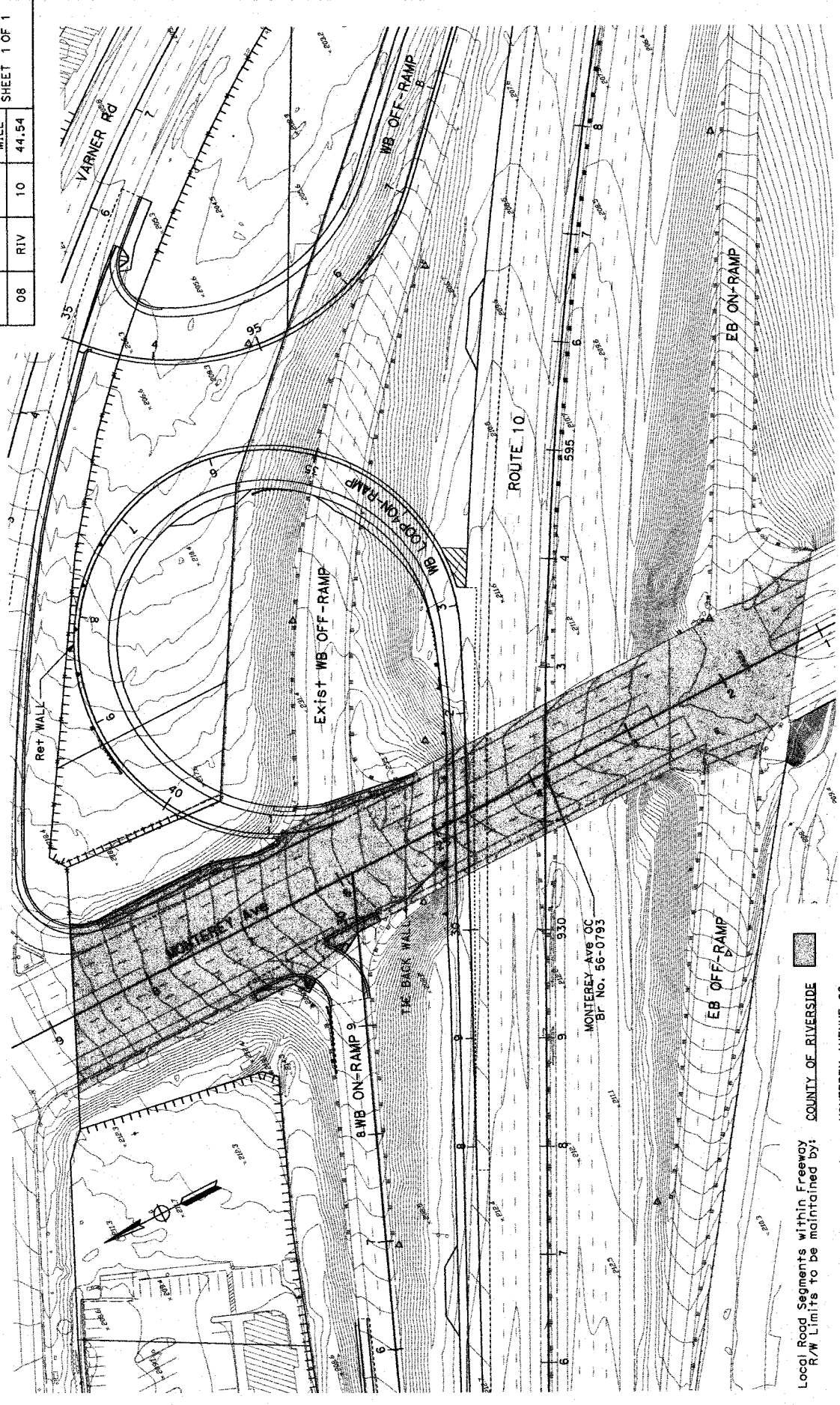
By *Paisha R. Vetter* 1/14/13

COUNTY Attorney

By _____

Attorney
Department of Transportation

DIST	CO	RTE	POST MILE	SHEET
08	RIV	10	44.54	1 OF 1



Local Road Segments within Freeway
 R/W Limits to be maintained by: COUNTY OF RIVERSIDE
 Location: MONTEREY AVENUE OC

EXHIBIT "A"