

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

517A



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
July 5, 2012

SUBJECT: Freeway Maintenance Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the SR-86S Interchange at Airport Boulevard (Avenue 56) (Caltrans Project No. 08-478604)

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Freeway Maintenance Agreement between Caltrans and the County of Riverside and authorize the Chairman of the Board to execute the same.

BACKGROUND:

SR-86S is a four lane divided highway and is one of the principal routes used by agricultural growers in the region. This segment of SR-86S has been open to traffic since 1993 and provides an important north/south connector from communities near the U.S./Mexico border up


 Patricia Romo
 Deputy Director of Transportation

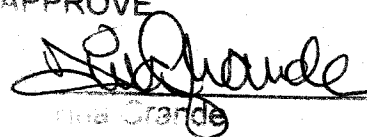
 Juan C. Perez
 Director of Transportation

JCP:CSS
(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:	2012/2013

SOURCE OF FUNDS: Minimal net change in maintenance cost. 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:

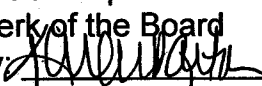
APPROVE

 Mike Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

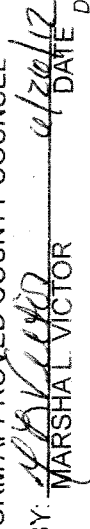
Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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

3.47

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: 
 MARSHALA VICTOR
 DATE: 7/20/12
 Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Freeway Maintenance Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the SR-86S Interchange at Airport Boulevard (Avenue 56) (Caltrans Project No. 08-478604)

July 5, 2012

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to the I-10 Freeway for local, national and international trade traffic. It is also a North American Free Trade Agreement (NAFTA) route. Prior to this interchange project, the intersection of SR-86S and Airport Boulevard had been signalized at-grade. The high speed nature of SR-86S, increasing traffic and high volumes of truck traffic led to numerous accidents including fatalities at the intersection.

The Project Study Report (PSR) approved by Caltrans on July 1, 2005 recommended the construction of a two-quadrant cloverleaf interchange. Design plans for the interchange were approved on May 24, 2010 and Caltrans began construction on April 4, 2011 with the expectation of completing construction and opening the facility to traffic by May of 2012.

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 newly constructed SR-86S/Airport Boulevard interchange and the adjacent county streets. The agreement specifies that the cost of the interchange maintenance will be borne by the State where the cost of maintaining the county roads will be borne by the County. The abutting City of Coachella boundary incorporates a portion of the interchange and maintenance of that portion will be under a separate freeway maintenance agreement between the City and Caltrans. 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.

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

Project No. B7-0794

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No. 12-09-006
Riverside Co. Transportation

**FREEWAY MAINTENANCE AGREEMENT WITH
COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into in duplicate, effective this _____ day of _____, 2012, 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, a political subdivision of the State of California, hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on August 13, 1974 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 State Highway Route 86S 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 August 13, 1974 Freeway Agreement, COUNTY 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 SR 86S Freeway proper as shown Exhibit "A".
- 3. The PARTIES agree to share the maintenance responsibilities on individual infrastructure items as provided in Exhibit "A" attached and made a part of this Agreement by reference, and in accordance with the terms of this Agreement.
- 4. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit "A" by a mutual written execution of Exhibit "A" as set forth in Section 5 herein.

5. 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.
6. 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.
7. 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.

8. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- A. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 86S below the deck surface except as hereinafter provided.
- B. COUNTY will maintain within the COUNTY jurisdiction, 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.

9. 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.

10. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with COUNTY within the COUNTY jurisdiction and not with STATE.

11. INTERCHANGE OPERATON

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

12. BICYCLE PATHS

Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guardrail, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. COUNTY will maintain, at COUNTY expense, along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that path.

13. 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. COUNTY may satisfy this requirement through a program of self-insurance.

14. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. 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.

The PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

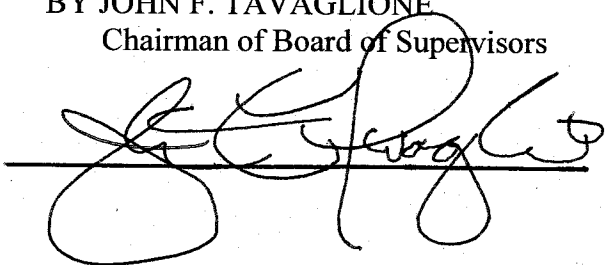
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**COUNTY OF
RIVERSIDE**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY JOHN F. TAVAGLIONE
Chairman of Board of Supervisors

CINDY MCKIM
Director of Transportation



BY _____
Deputy District Director
Maintenance
District 8

ATTEST:
KECIA HARPER-IHEM, Clerk

By 
DEPUTY

APPROVED AS TO FORM:

BY Marilyn R. Vecker 06/26/12
COUNTY Attorney

BY _____
**Legal Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

Plan map showing SR-865 Expressway proper and City/County roads

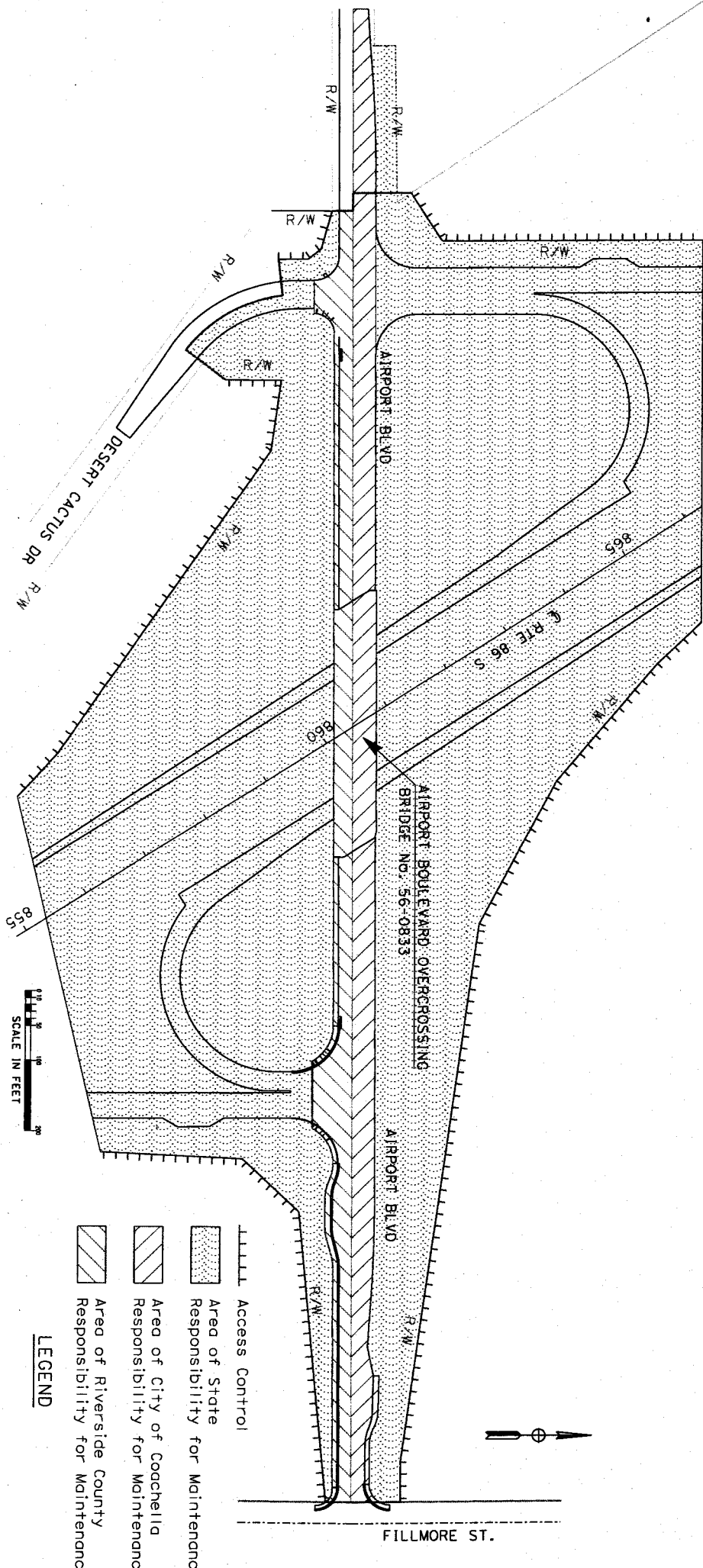


EXHIBIT "A"