

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No: A – 11355

- a. Approve a Cooperative Agreement with Caltrans)
for the State Route 1/Salinas Road Interchange)
Project;)
- b. Authorize the Chair to execute the Cooperative)
Agreement; and)
- c. Direct the Clerk of the Board to submit the)
Cooperative Agreement to the County Recorder)
for filing.)

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

- a. Approved a Cooperative Agreement with Caltrans for the State Route 1/Salinas Road Interchange Project;
- b. Authorized the Chair to execute the Cooperative Agreement; and
- c. Directed the Clerk of the Board to submit the Cooperative Agreement to the County Recorder for filing.

PASSED AND ADOPTED this 16th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter

NOES: None

ABSENT: None

I, Denise Pennell, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on December 16, 2008.

Dated: December 19, 2008

Denise Pennell, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By *P. Pennell*
Deputy

Your copy.

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: December 16, 2008 – Consent	AGENDA NO:
SUBJECT: a. Approve a Cooperative Agreement with Caltrans for the State Route 1/Salinas Road Interchange Project; b. Authorize the Chair to execute the Cooperative Agreement; and c. Direct the Clerk of the Board to submit the Cooperative Agreement to the County Recorder for filing.	
DEPARTMENT: RMA - Public Works	

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve a Cooperative Agreement with Caltrans for the State Route 1/Salinas Road Interchange Project;
- b. Authorize the Chair to execute the Cooperative Agreement; and
- c. Direct the Clerk of the Board to submit the Cooperative Agreement to the County Recorder for filing.

SUMMARY/DISCUSSION:

The California Department of Transportation (Caltrans) and the Federal Highway Administration, in cooperation with the Transportation Agency of Monterey County (TAMC) and Monterey County, propose to make safety and operational improvements along Highway 1 in northern Monterey County. The project would build an interchange at Salinas Road and make operational improvements to the highway between Jensen and Trafton Roads. New right-of-way has been purchased for the project and construction is expected to begin summer 2009. This Cooperative Agreement establishes the roles and responsibilities of the County and Caltrans during the construction of the project and the right-of-way relinquishment process. The project is fully funded through the State Transportation Improvement Program (STIP) and State Infrastructure Bonds.

OTHER AGENCY INVOLVEMENT:

County Counsel and the Caltrans Legal offices have reviewed and approved the Cooperative Agreement as to form.

FINANCING:

The project is funded through Caltrans and TAMC entirely by STIP and State bond funding. Approval to this Agreement will have no impact to the General Fund or the Road fund.

Prepared by:

Approved by:

Enrique M. Saavedra
Senior Civil Engineer

Paul H. Greenway, P.E.
Acting Public Works Director

Dated: December 1, 2008

Attachments: Board Order; Agreement (on file with the Clerk to the Board); Location Map

District Agreement #05-CA-0210

MON-1-PM 99.9/R101.0

E.A. 315920

Relinquish Frontage Road

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON 1/6/09, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF MONTEREY, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY a portion of State's Right of way within County of Monterey.
2. STATE intends to relinquish to COUNTY the frontage road (including Class III Bikeways utilizing the shoulders, slope easements along Salinas Road, park and ride lot, bus stops, and a bus turn-around) constructed in conjunction with the new Salinas Road Interchange, on the west side of State Route 1 (SR 1), from Jensen Road to the new Salinas Road Interchange (Post Mile 99.9 to R101.0) as shown in Exhibit A attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". COUNTY is willing to accept said relinquishment upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
3. STATE and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. The parties hereto intend to define herein the terms and conditions under which relinquishment is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.
2. To issue any necessary encroachment permits to STATE at no cost to STATE.
3. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to STATE.
4. To amend the existing Electrical Maintenance Agreement dated 6/26/1990 and updated on 9/1/1993 to cover the cost of maintenance, operation, repair and replacement of safety lighting at the following locations:
 - Salinas Road at Route 1 Northbound On & Off Ramp.
 - Salinas Road at Route 1 Southbound On & Off Ramp/Frontage Road.
5. To pay one hundred percent (100%) of the cost of maintenance, operation, repair and replacement of park and ride lot facilities, including safety lighting.

SECTION II

STATE AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, RELINQUISHED FACILITIES.
2. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.
3. To apply for necessary encroachment permits for required work within County R/W, in accordance with COUNTY's standard permit procedures

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the annual State Budget Act and the action of the California Transportation Commission (CTC) allocating resources to STATE for the purposes of fulfilling STATE's obligations herein. RELINQUISHED FACILITIES may be recaptured by STATE for future transportation project at no cost to STATE and COUNTY agrees to re-convey property when so requested.
2. To amend or update the existing Electrical Maintenance Agreement dated 6/26/1990.
3. 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 or arising under this Agreement. It is understood and agreed that COUNTY will 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 this Agreement, 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.
4. 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 or arising under this Agreement. It is understood and agreed that STATE will 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 this Agreement, 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 STATE under this Agreement.
5. No alteration 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.
6. This Agreement shall terminate upon recordation of a certified copy of the CTC's Resolution of Relinquishment by the Monterey County Clerk Recorder, or on December 30, 2012, whichever is earlier in time except for those provisions which relate to indemnification, ownership, property recapture, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF MONTEREY
168 W. Alisal
Salinas, CA 93901

WILL KEMPTON
Director of Transportation

By: *Secundo Acunty*
Chair, Board of Supervisors

By: *Richard Kenholz*
District Director

Attest:

Approved as to form and procedure:

By: *P. P. W.*
County Clerk

By: *[Signature]*
Attorney, Department of Transportation

Approved as to form and procedure

Certified as to financial terms & conditions:

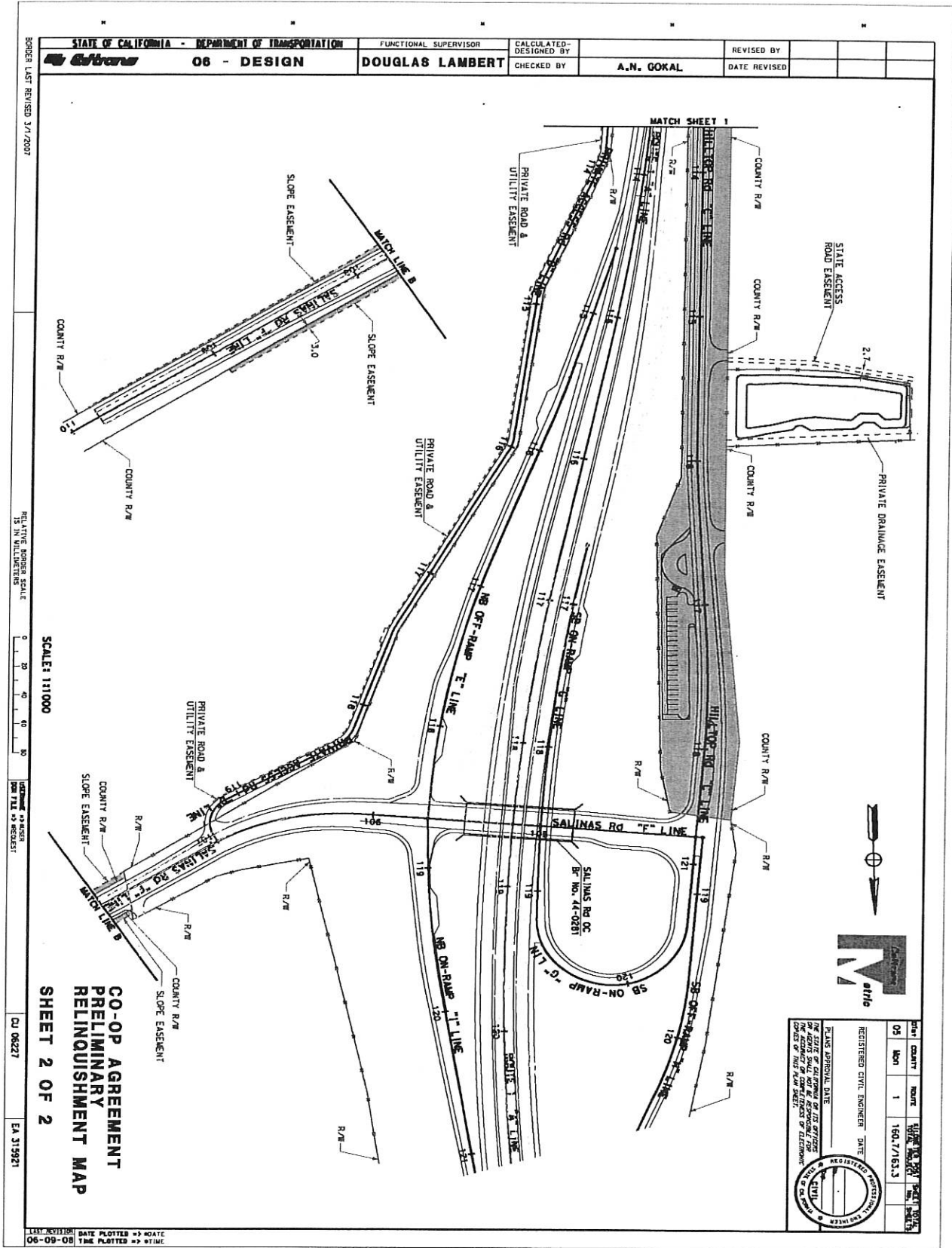
By: *[Signature]*
County Counsel

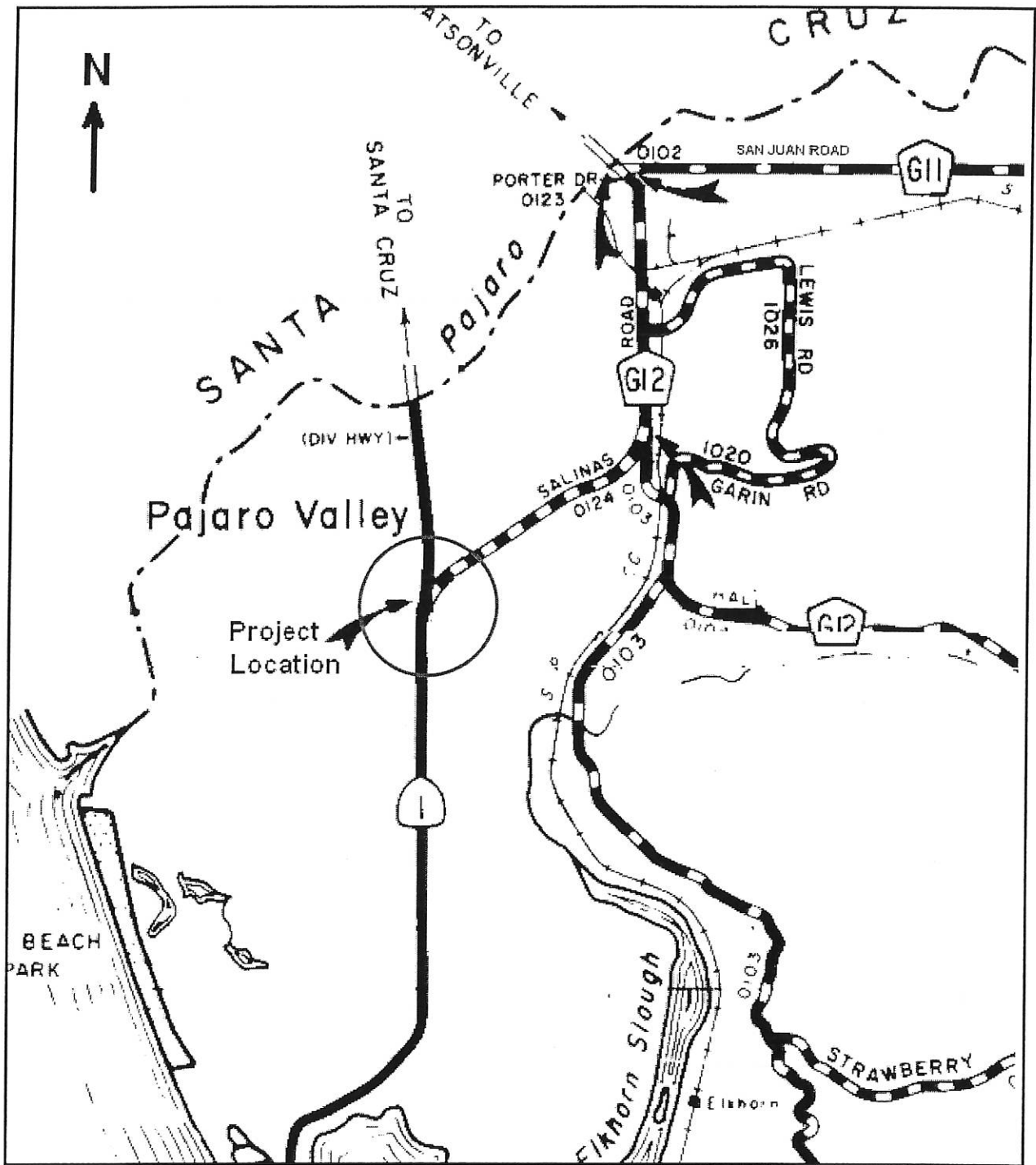
By: *[Signature]*
Accounting Administrator

Certified as to funds:

By: *[Signature]*
District 5 Budget Manager

EXHIBIT "A" – Relinquishment Map
Sheet 2 of 2





Location Map