

RESOLUTION NO. 17- 8297

**RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE EXECUTION OF AN AMENDMENT TO A COOPERATIVE
AGREEMENT WITH CALTRANS FOR THE USE OF COUNTY ROUTE A13 AS A
DETOUR DURING THE CONSTRUCTION OF THE STATE ROUTE 147 BRIDGE
OVER HAMILTON BRANCH**

WHEREAS, under California Streets and Highways Code (SHC) Section 93, the State of California by and through its Department of Transportation (“CALTRANS”) is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise; and

WHEREAS, CALTRANS’s project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0. In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require State highway traffic to be detoured onto County Route A-13 referred to hereinafter as “DETOUR;” and

WHEREAS, in anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR; and

WHEREAS, CALTRANS has determined that the PROJECT will not be completed prior to the terminations date of the original agreement; and

WHEREAS, Caltrans will pay COUNTY an additional lump sum amount of \$150,000, due to the increased duration of the Detour bringing the total compensation under the original Agreement and said Amendment to \$335,000; and

WHEREAS, Caltrans has agreed through Cooperative Agreement #02-0146 and Amendment No. 1 to said Agreement, to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute Amendment No. 1 to Cooperative Agreement #02-0146 on behalf of the County of Plumas.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on November 14, 2017, by the following vote:

AYES:

SUPERVISORS: ENGEL, THRALL, GOSS, SANCHEZ,
SIMPSON

NOES:

SUPERVISORS: NONE

ABSTAIN/ABSENT:

SUPERVISORS: NONE

Lori Simpson

Kevin Goss *Lori Simpson*

Chair, Board of Supervisors

ATTEST:

Nancy Daforno
Nancy DaForno
Clerk of the Board of Supervisors

AMENDMENT NO. 1 TO AGREEMENT 02-0146

THIS Amendment No. 1 to Agreement (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

County of Plumas, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. The parties hereto entered into an Agreement No. 02-0146 on March 19, 2015 defining the terms and conditions of a detour of State highway traffic from State Route 147 onto County Route A-13, referred to herein as PROJECT.
2. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.
3. CALTRANS has since agreed to increase its SHOPP contribution by \$150,000, due to the increased duration needed for the DETOUR.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 7 of Section III, is replaced in its entirety to read as follows:

“The Agreement will terminate when DETOUR ceases to be operated as detour, or on December 31, 2018, whichever is earlier in time. However, all indemnification, document, retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.”

2. Article 4 of Recitals, is amended in its entirety to read as follows:

CALTRANS will pay COUNTY in the amount of \$335,000 from SHOPP Minor funds toward PROJECT construction costs.

3. A new article, Article 2A of Section I, is introduced to read as follows:

To submit an invoice to CALTRANS for the additional agreed amount of \$150,000, upon receipt of the executed Amendment.

4. A new article, Article 2A of Section II, is introduced to read as follows:

To pay the additional invoice from the COUNTY, in the amount of \$150,000, using SHOPP funds, within forty-five (45) working days of receipt of COUNTY's invoice.

5. The Agreement's secondary Article 2 of Section II, is amended to now be Article 2B, and is amended in its entirety to read as follow:

The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$335,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.

6. A new article, Article 5 of Section II, is introduced to read as follows:

CALTRANS will provide snow removal on County Route A-13, excluding driveways, as coordinated between the parties until traffic is directed back onto SR147.

7. All other terms and conditions of said Agreement shall remain in full force and effect.

8. This AMENDMENT is hereby deemed to be a part of said Agreement.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF PLUMAS

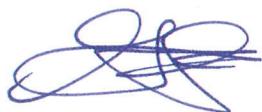
By: _____
Deputy District Director
D2 Program Project Management

By: _____
LORI SIMPSON
Chair, Board of Supervisors

VERIFICATION OF FUNDS &
AUTHORITY:

By: _____
District Budget Representative

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

GRETCHEN STUHR
Dpty. County Counsel

CERTIFIED AS TO FINANCIAL TERMS &
POLICIES:

By: Tamara L. Wares
Accounting Administrator

RESOLUTION NO. 15- 8048

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH
CALTRANS FOR THE USE OF COUNTY ROUTE A13 AS A DETOUR DURING
THE CONSTRUCTION OF THE STATE ROUTE 147 BRIDGE OVER HAMILTON
BRANCH

WHEREAS, under California Streets and Highways Code (SHC) Section 93, the State of California by and through its Department of Transportation ("CALTRANS") is authorized to construct, maintain and direct State Highway traffic onto a detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise; and

WHEREAS, CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0. In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require State highway traffic to be detoured onto County Route A-13 referred to hereinafter as "DETOUR;" and

WHEREAS, in anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR; and

WHEREAS, CALTRANS will pay COUNTY a lump sum amount of \$185,000 under Cooperative Agreement #02-0146 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute the Cooperative Agreement #02-0146 on behalf of the County of Plumas.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on March 3, 2015, by the following vote:

AYES:	SUPERVISORS: THRALL, ENGEL, SIMPSON, SWOFFORD, GOSS
NOES:	SUPERVISORS: NONE
ABSTAIN/ABSENT:	SUPERVISORS: NONE

Kevin Goss
Chair, Board of Supervisors

ATTEST:


Nancy DaForno
Clerk of the Board of Supervisors

I CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF	
<i>Board of Supervisors</i>	
ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY	
CALIFORNIA ON <u>March 3, 2015</u> 20	
ATTEST <u>Kevin Goss</u> 20	
CLERK OF THE PLUMAS COUNTY	
BOARD OF SUPERVISORS	

COOPERATIVE AGREEMENT

This Agreement, entered into effective on March 19, 2015, is between the State of California, acting through its Department of Transportation, referred to as "CALTRANS", and the

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

RECITALS

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct, maintain and direct State Highway traffic on to detour as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.
2. CALTRANS's project to perform State Highway System (SHS) improvements consisting of replacing the Hamilton Branch Bridge (No. 09-0065), located on State Route 147 (SR147) at post-mile 9.0, referred to hereinafter as "PROJECT." In order to construct said improvements, CALTRANS will be closing a portion of SR147, which will require to detour State highway traffic onto County Route A-13 referred to hereinafter as "DETOUR."
3. In anticipation of increased traffic caused by the detouring of SHS traffic onto DETOUR, CALTRANS will install temporary signage and striping on DETOUR.
4. CALTRANS will pay COUNTY a lump sum amount of \$185,000 to reimburse COUNTY for wear and tear incurred on DETOUR while under CALTRANS use.
5. The payment of those funds is CALTRANS' cash contribution in lieu of satisfaction of all its obligations under SHC 93 including but not limited to construction and maintenance of COUNTY roadway as detour and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic.
6. CALTRANS and COUNTY will now define in this agreement the terms and conditions of CALTRANS' contribution towards the DETOUR.

SECTION I

COUNTY AGREES

1. That CALTRANS may direct State highway traffic into County Route A-13 which will serve as a detour for State highway until PROJECT can safely pass such traffic.
2. To submit an invoice to CALTRANS for a lump sum (single payment) of \$185,000, within sixty (60) working days after the award of the PROJECT's construction contract.
3. COUNTY shall be responsible for maintenance and for any necessary repairs during STATE highway traffic use of DETOUR. COUNTY shall resume normal operation and maintenance of DETOUR, at COUNTY's expense, after State highway traffic ceases to use DETOUR.
4. No encroachment permit will be required from COUNTY for CALTRANS to operate DETOUR.
5. To designate the following COUNTY representative through whom all communication between COUNTY and CALTRANS, relative to this Agreement, shall be channeled.

Robert Perreault
Plumas County Public Works Director
1834 E. Main St.
Quincy, CA 95971
(530) 283-6268

SECTION II

CALTRANS AGREES:

1. To notify COUNTY of PROJECT's award to construction contract within ten (10) working days.
2. To pay invoice from COUNTY, in the amount of \$185,000, using State Highway Operation and Protection Program (SHOPP) funds, within forty-five (45) working days of receipt of COUNTY's invoice.
2. The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$185,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.
3. To properly vacate DETOUR when traffic is directed back on the SHS.

4. To provide the following State representative through whom all communication between CALTRANS and COUNTY, relative to this Agreement, shall be channeled.

Rob Burnett, Caltrans, Project Manager
1031 Butte Street
Redding, CA 96001
(530) 225-3439

SECTION III

IT IS MUTUALLY AGREED:

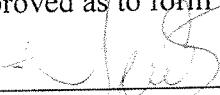
1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources of funds by the California Transportation Commission (CTC).
2. CALTRANS payment of \$185,000 to COUNTY, represents CALTRANS' cash contribution, in lieu of performance of all its obligations under SHC 93 including but not limited to COUNTY's effort towards construction and maintenance of DETOUR, and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in said the maintenance of DETOUR and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/stripping and re-application of striping to restore original flow of traffic. If the DETOUR is needed for more than one construction season, CALTRANS and the COUNTY shall negotiate additional payments to reimburse the COUNTY for maintenance of the DETOUR.
3. Should any portion of PROJECT be financed with Federal funds or CALTRANS gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. Neither CALTRANS 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 and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 and/or its agents under this Agreement.

6. 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 CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will 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, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
7. The Agreement will terminate when DETOUR ceases to be operated as detour, or on December 31, 2017, whichever is earlier in time. However, all indemnification, document retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


EDWARD B. LAMKIN
Deputy District Director
D2 Programming & Project Management

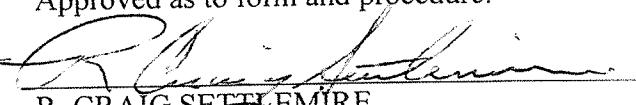
Approved as to form and procedure:


Attorney, Department of Transportation

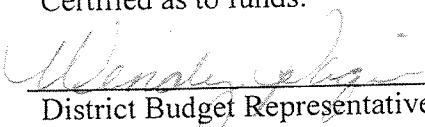
COUNTY OF PLUMAS


KEVIN GOSS
Chair, Board of Supervisors

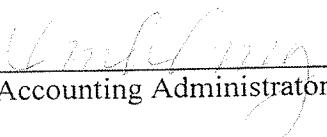
Approved as to form and procedure:


R. CRAIG SETTLEMIRE
County Counsel

Certified as to funds:


Mandy Segi
District Budget Representative

Certified as to financial terms and policies:


for
Accounting Administrator