

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS County of Placer

TO: BOARD OF SUPERVISORS DATE: October 25, 2011

FROM: ^{JG} KEN GREHM / PETER KRAATZ

SUBJECT: **APPROVAL OF COOPERATIVE AGREEMENT BETWEEN PLACER COUNTY AND TAHOE TRANSPORTATION DISTRICT FOR SR 89/FANNY BRIDGE COMMUNITY REVITALIZATION PROJECT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to sign an agreement between Placer County and Tahoe Transportation District (TTD) for the State Route 89 / Fanny Bridge Revitalization Project in Tahoe City.

BACKGROUND / SUMMARY

The TTD, created by Article IX of the Tahoe Regional Planning Compact, oversees transportation project planning activities in the Lake Tahoe basin. In Placer County, the Fanny Bridge and nearby State Route 28/89 intersection receives significant vehicular as well as pedestrian and bicycle traffic resulting in congestion during peak travel times. Known as the SR 89 / Fanny Bridge Community Revitalization Project, the project is a high priority transportation planning effort by the TTD.

This TTD planning effort is memorialized in the 2008 Lake Tahoe Regional Transportation Plan (RTP) as one of six RTP project strategies for improving multi-modal transportation around Lake Tahoe. The purpose of the project is to reduce congestion and improve the safety and operations of the SR 89/28 intersection in Tahoe City by addressing present and future automobile travel demand, pedestrian and bicycle mobility, public transit needs, the structural and cultural integrity of the Truckee River Bridge, and emergency access to the West Shore within the Truckee River Bridge (Fanny Bridge) Influence area.

The attached Cooperative Agreement for Board consideration establishes the roles of Placer County and the TTD for project planning and environmental documentation. In summary, the TTD agrees to take the lead on preparing an environmental document in accordance with the requirements of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and the Tahoe Regional Planning Agency (TRPA) Code of Ordinances for use by Placer County, or any other agency, if needed, in implementing the project. On March 14, 2011, TTD received Caltrans approval to be the CEQA lead agency.

As part of the agreement, Placer County agrees to commit staff to, and provide feedback at, planning meetings and other activities related to the project as requested by TTD, and to cooperate with TTD in seeking funding for the design, right-of-way acquisition and construction phases of the project.

ENVIRONMENTAL

This is an administrative action and as such, is not subject to environmental review.

FISCAL IMPACT

The total estimated cost to complete planning and environmental documentation for the project is \$2,000,000. Funding for the environmental document is provided by the TTD. The County will only fund our staff time coordinating with TTD on the project.

Attachments:
Resolution
Copy of Cooperative Agreement
Site Plan

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION APPROVING AN AGREEMENT BETWEEN PLACER COUNTY AND TAHOE TRANSPORTATION DISTRICT (TTD) TO MUTUALLY COOPERATE ON PLANNING AND ENVIRONMENTAL DOCUMENTATION ACTIVITIES FOR THE SR 89 / FANNY BRIDGE COMMUNITY REVITALIZATION PROJECT.

Resol. No:

Ord. No:

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

ATTEST:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves the cooperative agreement between Placer County and the Tahoe Transportation District (TTD) to mutually cooperate on planning and environmental documentation activities for the State Route 89 / Fanny Bridge Community Revitalization Project, and authorizes the Public Works Director to sign and execute the agreement.

COOPERATIVE AGREEMENT
BETWEEN PLACER COUNTY AND TAHOE TRANSPORTATION DISTRICT
RELATING TO STATE ROUTE 89 / FANNY BRIDGE REVITALIZATION PROJECT

This Agreement is made and entered into this _____ day of _____, 2011 between the COUNTY OF PLACER, a political subdivision of the State of California, herein called "COUNTY", and the TAHOE TRANSPORTATION DISTRICT, created by Article IX of the Tahoe Regional Planning Compact, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT recognizes the need to continue with preparation of studies for the construction of certain improvements in the Tahoe City area, consisting of a new roadway alignment, bridge replacement or upgrade, intersection modifications, dedication of pedestrian crossings, and improvements to bicycle accessibility on and adjacent to State Route 89 (SR 89) 0.3 mile southwest of the Tahoe City "Wye" intersection of SR 89 and SR 28 to 0.5 mile south of the "Wye" intersection on SR 89, known as the State Route 89 / Fanny Bridge Revitalization Project and referred to herein as "PROJECT".

WHEREAS, the DISTRICT is willing to undertake the tasks of planning and preliminary engineering for the PROJECT, including the preparation of all necessary environmental documentation for use by other agencies, including the COUNTY;

WHEREAS, the Tahoe Regional Planning Agency (TRPA) developed the Project Study Report (PSR) for PROJECT in 2002 which was approved by STATE OF CALIFORNIA on March 12, 2002, acting by and through its Department of Transportation, referred to herein as "STATE";

WHEREAS, the DISTRICT now desires to develop the Project Approval and Environmental Document (PA&ED) for PROJECT and received approval as CEQA Lead Agency in STATE letter dated March 14, 2011;

WHEREAS, the DISTRICT will pay one hundred percent (100%) of the PROJECT's PA&ED phase, and COUNTY and DISTRICT will jointly pursue funding for the planning, specification, and engineer's estimate (PS&E) development, right-of-way (R/W) acquisition, and construction phases. The estimated total cost of PROJECT is \$32,000,000 as shown on Exhibit A, attached to and made a part of this Agreement; and

WHEREAS, the parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows.

COUNTY AGREES:

1. To provide an appropriate COUNTY representative at PROJECT meetings and activities as requested by DISTRICT including but not necessarily limited to public outreach meetings and workshops, Project Development Team (PDT) meetings, and Steering Committee meetings.
2. Upon proper application by DISTRICT and by DISTRICT's contractor or consultants, the COUNTY will process necessary encroachment permits for any work to be performed within the COUNTY right of way in accordance with COUNTY policies.
3. To cooperate with DISTRICT to seek funding for the PS&E, R/W and construction phases of the PROJECT.

DISTRICT AGREES:

1. To prepare a detailed PA&ED for PROJECT and bear one hundred percent (100%) of actual PA&ED costs, estimated to be \$2,000,000.
2. To complete in a timely fashion the PA&ED in accordance with all applicable STATE, COUNTY, federal and TRPA environmental, design and construction standards. Federal agencies which may utilize the PA&ED for regulatory compliance will likely include the Federal Highway Administration (FHWA) and the US Forest Service – Lake Tahoe Basin Management Unit (USFS).
3. To include an appropriate COUNTY representative at PROJECT meetings and activities whenever possible, including but not necessarily limited to public outreach meetings and workshops, Project Development Team (PDT) meetings, and Steering Committee meetings.
4. To make all technical studies and/or reports available to COUNTY at no cost to COUNTY. All said PROJECT work described herein shall be submitted to COUNTY for COUNTY's review, comment, and concurrence at appropriate stages with at least (30) days to review, comment, and concur on all technical studies and reports prior to public review.
5. To prepare the Environmental Document in accordance with the requirements of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and the TRPA Code of Ordinances for use by the COUNTY or any other agency, if needed, in implementing the project and to allow for the application for federal and state funds without additional environmental review. Administrative draft versions of the Environmental Document will be made available to COUNTY at least (30) days to review, comment, and concur on all technical studies and reports prior to public review. In addition, the written response to comments on the administrative draft of the Environmental Document will be made available to COUNTY at least (30) days to review, comment, and concur on all technical studies and reports prior to finalizing Environmental Document.
6. To make written application to COUNTY for necessary encroachment permits authorizing entry onto the COUNTY right-of-way to perform surveying and other investigative activities

required for preparation of the PA&ED prior to commencing any work within COUNTY rights-of-way or which affects COUNTY facilities. DISTRICT's consultants and contractors shall make an application for said encroachment permit through the Tahoe City office of COUNTY.

7. To make written application to other agencies may be required for necessary encroachment permits including but not necessarily limited to STATE and USFS which shall be the responsibility of DISTRICT.
8. To cooperate with the COUNTY to seek funding for the PS&E, R/W and construction phases of the PROJECT.

IT IS MUTUALLY AGREED:

1. All COUNTY obligations assumed under the terms of this Agreement are subject to the appropriation of resources by the COUNTY Board of Supervisors in the annual COUNTY budget. DISTRICT acknowledges that approval of this Agreement shall not limit or be inferred to limit the exercise of discretion by COUNTY, or otherwise obligate COUNTY in any way, with respect to County's duties and obligations under the Placer County Code and/or state law arising out of or relating to the entering into of any other agreement pertaining to the funding or implementation of the PS&E, R/W and construction phases of the PROJECT.
2. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the design of public facilities different from the standard of care imposed by law.
3. 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 DISTRICT under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless COUNTY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.
4. Neither DISTRICT 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 arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless the DISTRICT 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
5. This Agreement shall terminate upon satisfactory completion, acceptance and approval of PA&ED products by DISTRICT with concurrence of COUNTY, STATE and all other

approving agencies, or on December 31, 2012, whichever is earlier in time. An extension to the Agreement may be made based on mutual agreement by COUNTY and DISTRICT.

6. If COUNTY agrees to accept responsibility for implementation of future phases of PROJECT, PA&ED products shall be completed and approved in a format that can be transferred to COUNTY such that COUNTY can commence PS&E, R/W and construction phases of PROJECT that will be deemed acceptable to all involved agencies including STATE, USFS, FHWA, TRPA, and others as determined to have approving authority of PROJECT.
7. COUNTY and DISTRICT will work collaboratively and proactively to the maximum extent possible to fulfill their respective agency roles of delivering acceptable and approvable PA&ED products on time and on budget.
8. No alteration or variation of the terms of this Agreement shall be valid unless made unless in writing in an Amendment to this Agreement and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PLACER COUNTY, a political
subdivision of the State of California

TAHOE TRANSPORTATION
DISTRICT

By: _____
Ken Grehm, Director,
Department of Public Works

By: Carl Hasty
Carl Hasty
District Manager

Date: _____

Date: 8/31/11

Approved as to form:

Approved as to form:

By: Scott Gird
County Counsel, Placer County

By: _____
District Counsel

Date: 09/21/11

Date: _____

EXHIBIT A

ESTIMATE OF PROJECT COST

DESCRIPTION	ESTIMATED COST	COUNTY SHARE	DISTRICT SHARE
Capital Costs			
Construction Costs	\$ 20,000,000	\$ --	\$ --
Right of Way	5,000,000	--	--
Sub-Total Capital Costs	25,000,000	--	--
Support Costs			
Environmental: PA&ED	2,000,000	--	2,000,000
Design: PS&E	2,500,000	--	--
Const. Engr.	2,000,000	--	--
Right of Way	500,000	--	--
Sub-Total Support Costs	7,000,000	--	--
TOTAL PROJECT COST	\$ 32,000,000	\$ --	\$ 2,000,000

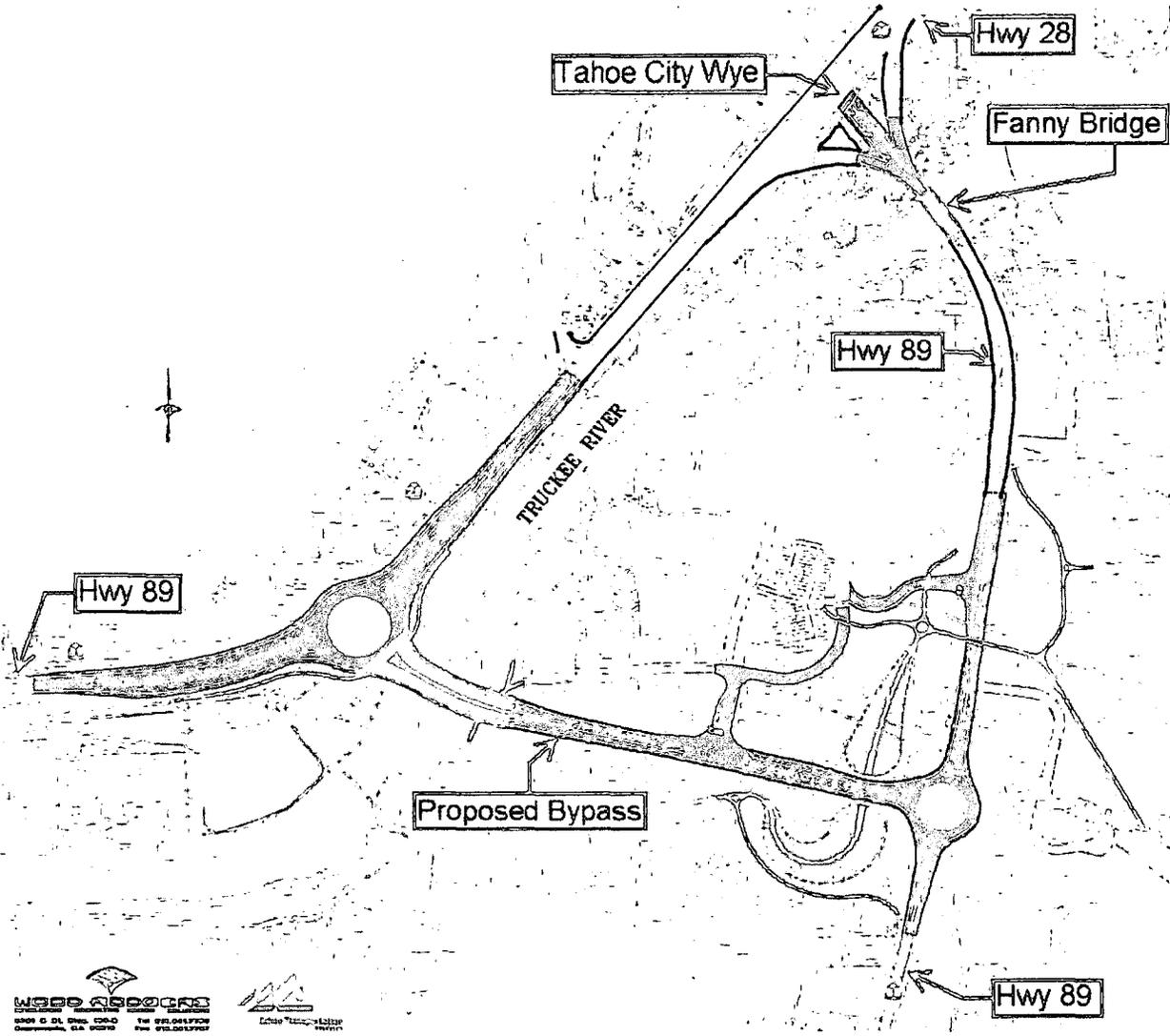


RH & Associates, Inc.

SR89/Fanny Bridge Community Revitalization Project Tahoe City, CA

TITLE: Site Plan

SKETCH OF BASELINE ASSUMPTION - ALTERNATIVE 1



W&A ASSOCIATES
 1000 S. 1st St., Suite 200
 Reno, NV 89502

John "Jack" Miller
 Project Manager