
FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 20th day of April, 2023, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Fresno (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on July 20, 1944; May 19, 1949; and August 21, 1956; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated June 6, 2013, relating to that portion of State Highway Route 99 from El Dorado Street to 0.9 miles south of Herndon Avenue; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated October 3, 2013, relating to that portion of State Highway Route 99 from 0.3 mile north of West Shaw Avenue to 0.9 mile south of Herndon Avenue; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new freeway agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreement dated June 6, 2013.
2. This Agreement supersedes in its entirety said Freeway Agreement dated October 3, 2013.
3. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local roads, and other construction affecting CITY streets, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.
4. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties dated, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

5. The obligations of STATE and CITY with respect to the acquisition of rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties dated, and any amendments thereto, or Encroachment Permits issued to CITY.

6. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.

7. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, and the frontage roads, and other STATE constructed local roads on receipt of written notice to CITY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.


8. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and CITY cooperation, of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

TONY TAVARES
Director of Transportation


By



DIANA GOMEZ
District 6 Director


THE CITY OF FRESNO

By




SCOTT MOZIER
Public Works Director

APPROVED AS TO FORM:



Attorney (State)

APPROVED AS TO FORM:



Attorney (City)

7-6-23