

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

661 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 13, 2013

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Menifee for Leon Road Safety Improvements.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the City of Menifee.
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Juan C. Perez
Director of Transportation and Land Management

JP:jrj:mm
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,550,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: HSIP (58%), County (21%), City of Menifee (21%) 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

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHA L. VICTOR
DATE: 2/16/13

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 11/20/12, Item 3.51 | **District:** 3rd/3rd | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-52

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Menifee for Leon Road Safety Improvements.

February 13, 2013

Page 2 of 2

BACKGROUND: The COUNTY "Transportation Improvement Program" (TIP) provides for safety improvements to Leon Road, between Keller Road and Scott Road.

The County of Riverside and City of Menifee have been working together on this safety project on Leon Road. The centerline of Leon Road is the easterly city limits of the City of Menifee and the western portion is in the unincorporated County of Riverside. These improvements will improve traffic safety by reconstructing the vertical profile on a portion of Leon Road to improve sight distance, and will provide four-foot paved shoulders for safety.

The total project construction cost is estimated at \$1,550,000. Funding in the amount of \$900,000 is provided by the Highway Safety Improvement Program (HSIP) for which the County successfully competed for and obtained.

The remaining balance of \$650,000 will be split evenly between the County of Riverside and City of Menifee. The City of Menifee will be paying the County for their share over a four-year period.

Under the terms of this agreement, the County will be designated as the Lead Agency for this project due to the expertise in the development and construction of roadway safety projects.

Construction is expected to start in Spring 2013.

Project No. C2-0131

Contract No. 13-01-004
Riverside Co. Transportation

COOPERATIVE AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY
AND
CITY OF MENIFEE
FOR
LEON ROAD SAFETY IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2013, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Menifee (hereinafter "MENIFEE"), for the provision of certain activities related to roadway safety improvements on Leon Road, between Scott Road and Keller Road, currently located within the jurisdictional boundaries of COUNTY and MENIFEE.

RECITALS

- A. Each of the Parties hereto maintain and operate as a division or agency of local government, roadways within their respective jurisdictions.
- B. Each of the Parties has the power to approve the expenditure of funds for the maintenance of public roadways within their jurisdiction.
- C. The Parties, as public agencies are authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Div. 7, Title I of the Government Code (Sections 6500-6514).
- D. The COUNTY and MENIFEE desire to improve traffic safety on Leon Road between Scott Road and Keller Road. The proposed project will improve traffic safety by reconstructing the vertical profile on portions of Leon Road to improve sight distance and providing four foot paved shoulders for safety (hereinafter "PROJECT").
- E. The COUNTY and MENIFEE desire to designate the COUNTY as Lead Agency for the overall development and implementation of the PROJECT. The COUNTY has extensive experience in the development and implementation of roadway safety projects. The COUNTY will therefore provide the administrative, technical,

1 managerial and support services necessary for the development and implementation of the PROJECT.

2 F. The current COUNTY "Transportation Improvement Program" (2011/2012 TIP), as approved by the Riverside
3 County Board of Supervisors, January 10, 2012, provides for safety improvements to Leon Road, between
4 Scott Road and Keller Road as shown on Exhibit "A", attached hereto and incorporated herein, which is
5 located within the jurisdictional boundaries of COUNTY and MENIFEE.

6 G. Major funding for the PROJECT is provided through the "Highway Safety Improvement Program" (HSIP)
7 program for which COUNTY submitted and successfully competed for.

8 H. Additional funding is from various sources including State Exchange Funds, Measure A/Western, and City of
9 Meniffee, as shown in Exhibit "B".

10 I. The Environmental Document for the PROJECT has been prepared by COUNTY and will be approved prior
11 to construction.

12 J. The COUNTY and MENIFEE desire to define herein the terms and conditions under which said project is to
13 be administered, engineered, coordinated, managed and constructed.

14 K. California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may
15 enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not
16 possessed in common, for acquisition of property as a single parcel".

17 L. The COUNTY and MENIFEE desire to designate the COUNTY as lead agency to perform activities required
18 to acquire necessary right-of-entry for the PROJECT, including properties located in MENIFEE.

19 M. Costs that apply to the construction of the PROJECT (such as preparation of bid documents, advertising of
20 project for bids, award of contract, surveying, inspection, and materials testing) shall be allocated
21 proportionally between the COUNTY and the DISTRICT, as shown in Exhibit B.

22
23
24 **AGREEMENT**

25 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
26 follows:

27 **SECTION 1 • COUNTY AGREES:**

- 1 1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and
2 secure all necessary construction permits from the regulatory agencies. The COUNTY will seek approval
3 from Caltrans Division of Local Assistance HSIP funding.
- 4 2. To invoice MENIFEE yearly, but not more frequently, for three fiscal years, for reimbursement of MENIFEE
5 share of PROJECT costs.
- 6 3. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond
7 the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be
8 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
9 continue with the PROJECT, if funds are no longer available.
- 10 4. To perform activities required to acquire necessary right-of-entry for the PROJECT including appraisals, if
11 necessary.
- 12 5. To coordinate utility relocations for the PROJECT.
- 13 6. To prepare certain right-of-way documents in compliance with all applicable State laws and regulations, if
14 necessary. Documents to be prepared by COUNTY may include, but are not limited, to Legal Descriptions,
15 Plats, Right-of-Way Maps and Appraisals.
- 16 7. To advertise, award and administer a public works contract for the construction of the PROJECT in
17 accordance with the local Agency Public Contract Code, Federal Regulations, the California Labor Code,
18 STATE requirements and in accordance with an encroachment permit issued by MENIFEE.
- 19 8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
20 The Resident Engineer shall be independent of the construction contractor.
- 21 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
22 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
23 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
24 inspection and staff services necessary to assure that the construction is performed in accordance with the
25 plans and specifications.
- 26 10. To construct the PROJECT in accordance with approved plans and specifications.
- 27 11. To provide separate quantities and accounting for MENIFEE share of the PROJECT.

- 1 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
2 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
3 certified material tester.
- 4 13. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
5 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
6 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
7 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
8 required which name the MENIFEE, its officers, agents and employees as additionally insured. The COUNTY
9 shall also require the COUNTY's contractor to maintain Worker's Compensation Insurance.
- 10 14. To furnish MENIFEE one complete set each of full-sized film positive reproducible as-built plans and all
11 contract records, including survey documents, within three hundred and sixty-five (365) days following the
12 completion and acceptance of the PROJECT construction contract.
- 13 15. To provide MENIFEE upon completion and acceptance of the PROJECT, a full accounting of project funding
14 costs.

15
16 **SECTION 2 • MENIFEE AGREES:**

- 17 1. To be responsible for the funding of the PROJECT as shown on Exhibit "B", as of the date of this agreement.
- 18 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
19 the PROJECT and upon written request by the COUNTY, the amount of One hundred thousand (\$100,000),
20 which represents MENIFEE "FY 12/13" payment, as shown in Exhibit B.
- 21 3. To pay COUNTY, in three equal installments, the amount of seventy five thousand (\$75,000), in "FY 13/14",
22 "FY 14/15", and "FY 15/16" , as shown in Exhibit B, which shall be paid from Measure A funds.
- 23 4. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,
24 as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
- 25 5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY
26 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto MENIFEE's right-of-
27 way to perform construction, survey and other investigative activities required for preparation of

1 Environmental, PS&E, and construction of the PROJECT.

- 2 6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident
3 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this
4 Agreement.

5
6 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 7 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
- 8 2. The total cost to complete construction of the PROJECT, including surveying, inspection, and materials
9 testing is estimated to be One million five hundred and fifty thousand (\$1,550,000), as shown in Exhibit B.
- 10 3. Funding for the PROJECT provided through the "Highway Safety Improvement Program" (HSIP) program is
11 anticipated to be of Nine hundred thousand (\$900,000), which will be shared equally between COUNTY and
12 MENIFEE as shown in Exhibit B.
- 13 4. PROJECT costs with that exceed the funding from the "Highway Safety Improvement Program" is
14 anticipated to be Six hundred fifty thousand (\$650,000), which will shared equally between COUNTY and
15 MENIFEE as shown in Exhibit B.
- 16 5. The COUNTY and MENIFEE acknowledge and agree that any funding shortfall for the completion of the
17 PROJECT will be the responsibility of COUNTY and MENIFEE. In the event that adequate funds are not
18 available to complete the PROJECT, COUNTY and MENIFEE agree to meet and confer and collectively work
19 to identify adequate funding for PROJECT.
- 20 6. MENIFEE agrees to budget for PROJECT its share at the start of each fiscal year for three fiscal years.
- 21 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
22 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will
23 be necessary to transfer ownership.
- 24 8. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT
25 within MENIFEE.
- 26 9. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or
27 materially breaches any of the provisions of this Agreement, MENIFEE shall have the option to terminate this

1 Agreement upon 90 days written notice to COUNTY.

2 10. In the event that MENIFEE defaults in the performance of any of its obligations under this Agreement or
3 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate
4 this Agreement upon 90 days written notice to MENIFEE.

5 11. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in
6 addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.

7 12. Neither MENIFEE nor any officer or employee thereof shall be responsible for any damage or liability
8 occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any
9 work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that
10 pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold MENIFEE harmless
11 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of
12 anything done or omitted to be done by the COUNTY under or in connection with any work, authority or
13 jurisdiction delegated to the COUNTY under this Agreement.

14 13. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
15 occurring by reason of anything done or omitted to be done by MENIFEE under or in connection with any
16 work, authority or jurisdiction delegated to MENIFEE under this Agreement. It is further agreed that pursuant
17 to Government Code Section 895.4, MENIFEE shall fully indemnify and hold the COUNTY harmless from any
18 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
19 done or omitted to be done by MENIFEE under or in connection with any work, authority or jurisdiction
20 delegated to MENIFEE under this Agreement.

21 14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
22 parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing
23 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
24 law.

25 15. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended
26 by the parties to completely state the agreement in full. Any agreement or representation respecting the
27 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this

1 agreement, is null and void.

2 16. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
3 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
4 hereto.

5 17. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.
6 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,
7 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement
8 and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

9 18. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

10 19. The COUNTY and MENIFEE shall retain or cause to be retained for audit for a period of three (3) years from
11 the date of final payment, all records and accounts relating to the PROJECT.

12 20. All notices permitted or required under this Agreement shall be deemed made when delivered to the
13 applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise
14 delivered to the addresses set forth below, or at such other address as the respective parties may provide in
15 writing for this purpose:

COUNTY
Director of Transportation
County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

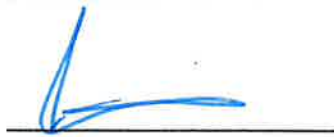
MENIFEE
City Engineer
City of MENIFEE
29714 Haun Road
Menifee, CA 92586

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 2/21/13

JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:

 Dated: 2/26/13
deputy

PAMELA J. WALLS
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____
JOHN J. BENOIT
Chairman, Riverside County Board of
Supervisors

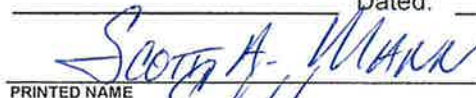
ATTEST:

_____ Dated: _____
KECIA HARPER-IHEM
Clerk of the Board of Supervisors (SEAL)

CITY OF MENIFEE Approvals

APPROVED BY:

_____ Dated: _____



PRINTED NAME



Scott A. Mann, Mayor

APPROVED AS TO FORM:

_____ Dated: 1/2/2013



PRINTED NAME



Julie Hayward Biggs, City Attorney

EXHIBIT A
PROJECT LOCATION

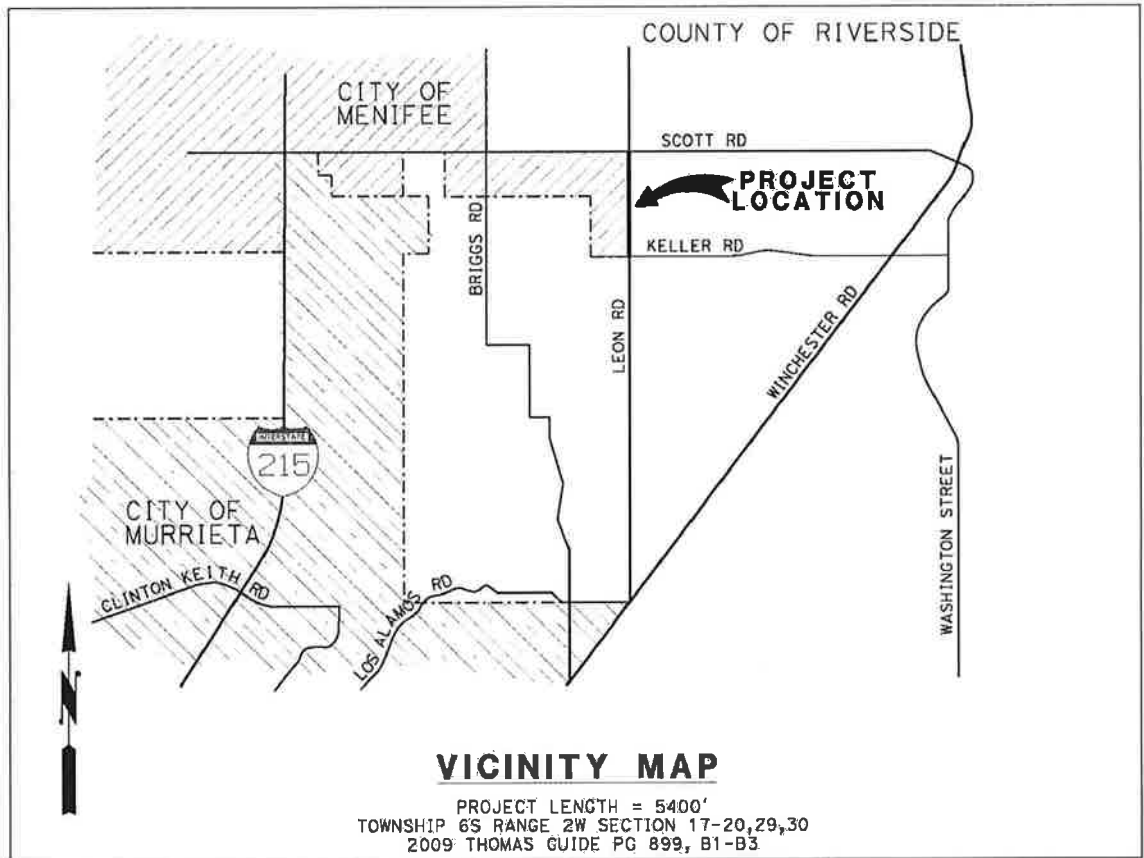


EXHIBIT B
ESTIMATED PROJECT COSTS
(April 23, 2012)

TASK	MENIFEE	COUNTY	TOTAL
Plans, Specs & Estimate	Complete		
Environmental	Complete		
Right of way	Complete		
Utilities	Complete		
Construction	\$ 635,000	\$ 635,000	\$ 1,270,000
Construction Engineering	\$ 100,000	\$ 100,000	\$ 200,000
Construction Survey	\$ 40,000	\$ 40,000	\$ 80,000
SUBTOTALS	\$ 775,000	\$ 775,000	\$ 1,550,000
Highway Safety Improvement Funds	\$ 450,000	\$ 450,000	\$ 900,000
TOTALS	\$ 325,000	\$ 325,000	\$ 650,000

MENIFEE PAYMENT SCHEDULE

<u>PAYMENT</u>	<u>AMOUNT</u>	<u>DUE</u>
FY 12/13	\$ 100,000	Prior to Award (Deposit)
FY 13/14	\$ 75,000	Beginning of FY 13/14
FY 14/15	\$ 75,000	Beginning of FY 14/15
FY 15/16	\$ 75,000	Beginning of FY 15/16
TOTAL:	\$ 325,000	