

FORM APPROVED COUNTY COUNSEL
 BY: *MS Victor*
 DATE: 2/28/13

Departmental Concurrence

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

811A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 March 14, 2013

SUBJECT: Cooperative Agreement between the County of Riverside (County) and the State of California Department of Transportation (Caltrans) for the installation of traffic signal at the intersection of SR-74 and California Avenue,

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached cooperative agreement with Caltrans for Traffic Signal at SR-74 and California Avenue, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: Caltrans initiated the proposed project consists of signaling the intersection

[Signature]
 Juan C. Perez
 Director of Transportation and Land Management Agency

Dt:dt
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 150,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: West County DIF (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: *[Signature]*
 Tina Grande
 County Executive Office Signature

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 3/3 | Agenda Number:

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (County) and the State of California Department of Transportation (Caltrans) for the installation of traffic signal at the intersection of SR-74 and California Avenue

March 14, 2013

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of SR-74 and California Avenue in the Hemet area of Riverside County to improve the operation and safety of the intersection. The southern leg of California Avenue is within the unincorporated area of the County and the northern leg of California Avenue is within the City of Hemet jurisdiction. Other work included in the project is replacing an existing curb ramp, signing, and striping. This intersection met warrant for a traffic signal.

Caltrans estimated this project will cost \$672,280 to construct. The cooperative agreement provides for the County to contribute to the project for a fixed amount of \$150,000 for construction (approximately 22% of the estimated cost). City of Hemet will also contribute to the project for an amount not to exceed \$150,000. Caltrans will fund the remainder. County's contribution is funded by West County DIF.

County, City of Hemet, and Caltrans will be entering into separate maintenance agreements for the shared signal to share the costs of the energy charges and maintenance of the traffic signal.

County Counsel has approved the Agreement as to form.

Project Number: C3-0083, SR-74 and California

08-Riv-SR-74-PM 35.929
Install Traffic Signal
Intersection of SR-74/California Avenue
Bordering the City of Hemet
EA 0R180
District Agreement No. 08-1546
Project No. 0812000030

CONTRIBUTION COOPERATIVE AGREEMENT

This agreement, effective on _____, 20__ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the SHS per Streets and Highways Code sections 114 and 130.
2. CALTRANS desires to install a traffic signal at the intersection of State Route 74 (SR-74) and California Avenue, bordering the city of Hemet, referred to as PROJECT. The south leg of California Avenue, is in the unincorporated area of Riverside County.
3. COUNTY will contribute funds to the PROJECT. Contributed funds will be used for the PROJECT.
4. PARTNERS now define in this agreement the terms and conditions of this contribution.

RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for PROJECT.
6. COUNTY is a FUNDING PARTNER contributing a fixed amount towards PROJECT.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount to PROJECT.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SPONSOR – The partner that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT defined in this agreement or settle claims.

SCOPE

7. CALTRANS is responsible for all work for PROJECT.

COST

8. COUNTY will contribute a fixed amount of \$150,000 of signal mitigation funds in a single lump sum payment.
9. If federal funds are being contributed as part of this agreement, CALTRANS will administer all federal funds.
10. CALTRANS will submit an invoice to COUNTY 30 calendar days after award date.
11. COUNTY will pay CALTRANS within 30 calendar days of receipt of invoice.

GENERAL CONDITIONS

12. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. 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 or arising 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 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

14. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to PROJECT.
15. This agreement will terminate upon receipt of the full payment from COUNTY to CALTRANS and completed construction of the PROJECT.

However, all indemnification provisions will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES


PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner 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 RIVERSIDE APPROVALS:

By: _____
Basem E. Muallem, P.E.
District Director


_____ Dated: 2/27/13
Juan C. Perez, Director of Transportation

CERTIFIED AS TO FUNDS:

_____ Dated: _____
Chairman, Riverside County
Board of Supervisors


By: _____
Lisa Pacheco
District Budget Manager

Print Name

ATTEST:

_____ Dated: _____
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel


_____ Dated: 2/28/13
Deputy