

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

183  
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**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
April 9, 2014

**SUBJECT:** First Amendment to the Agreement for Roadway Improvements on Briggs Road and Baxter Road in the Community of French Valley for the Construction of a New Traffic Signal at the Intersection of Briggs and Barn Roads Between the County of Riverside and Murrieta Valley Unified School District. 3<sup>rd</sup>/3<sup>rd</sup> District. [\$270,000], Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached First Amendment to the co-operative agreement between the County of Riverside and Murrieta Valley Unified School District; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Departmental Concurrence

JCP:ltt

**Patricia Romo**

Assistant Director of Transportation

*Juan C. Perez*  
\_\_\_\_\_  
Juan C. Perez

Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 270,000	\$ 0	\$ 270,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Measure A/Western (100%) for total cost. Gas Tax (100%) for on-going maintenance costs. There are no General Funds used in this project. **Budget Adjustment:** No  
**For Fiscal Year:** 2013/2014

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
\_\_\_\_\_  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *J.P. Carter* DATE: 4/9/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**Prev. Agn. Ref.:** 3/20/12, Item 3-24  
3/18/14, Item 3-36

**District:** 3/3

**Agenda Number:**

**3-72**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11** First Amendment to the Agreement for Roadway Improvements on Briggs Road and Baxter Road in the Community of French Valley for the Construction of a New Traffic Signal at the Intersection of Briggs and Barn Roads Between the County of Riverside and Murrieta Valley Unified School District. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$270,000], Local Funds 100%  
**DATE:** April 9, 2014.  
**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

On March 20, 2012 (Agenda Item 3-24), the Board of Supervisors (Board) approved a Cooperative Agreement between the County of Riverside (County) and the Murrieta Valley Unified School District (District) for roadway improvements on Briggs Road and Baxter Road (Project). These improvements were originally planned to be constructed by adjacent development tracts with the District's additional funding contribution; however, due to the economic and development downturn, work stopped. To improve traffic safety, the County and the District worked together to fund the Project. The Project included the construction of half-street improvements on Briggs Road, including sidewalk on one side along the northern frontage of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School. Also, a half-width section of Baxter Road was paved between the intersection of Briggs Road and the existing pavement to the east. The Project also included the construction of water, sewer, and drainage improvements associated with both schools. The County and the District both shared in the funding of the Project.

The recent opening of two schools, Lisa J. Mails Elementary School and Dorothy McElhinney Middle School, has created a desire to improve traffic control at the intersection of Briggs Road and Barn Road in the community of French Valley. This intersection serves as the primary entrance to both schools. The proposed traffic signal improvements will alleviate school traffic congestion and improve pedestrian access during school hours. The District agreed to fund the entire cost of the traffic signal, which is estimated at \$270,000, for the intersection of Briggs and Barn Roads by providing a credit of that amount to the County (see additional fiscal information on next page).

The Transportation Department negotiated with the District and prepared the First Amendment to the agreement. The District has approved the amendment.

On March 18, 2014 (Agenda Item 3-36), the Board approved the advertising of the subject traffic signal project.

Annual traffic signal operation and maintenance cost, estimated at \$5,500 to be funded by Gas Tax, was already reported to the Board of Supervisors. There is no increase due to the Board's action today.

County Counsel has approved the agreement amendment as to form.

Project Number: C4-0055

**Impact on Residents and Businesses**

The proposed traffic signal will improve traffic safety by providing controlled traffic movements. This intersection is adjacent to two schools to the southwest and new residential development to the northeast.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The approved cooperative agreement between the County and the District provides for the District to fund up to a maximum of \$2,500,000, which includes an advance to the County in the amount of \$720,000, and a County contribution of \$180,000 towards the cost of the Project. The County was to reimburse the District for the funds received as an advance in annual payments totaling \$720,000 from Measure "A" revenues over a four-year period beginning in Fiscal Year 2013/2014. The new signal at Briggs Road and Barn Road is estimated to cost \$270,000 including engineering. The District and County have agreed to reduce the County payback obligation by \$270,000 in exchange for design and construction of this signal. The First Amendment to the cooperative agreement reflects such an arrangement and will reduce the County's obligation to the District.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11** First Amendment to the Agreement for Roadway Improvements on Briggs Road and Baxter Road in the Community of French Valley for the Construction of a New Traffic Signal at the Intersection of Briggs and Barn Roads Between the County of Riverside and Murrieta Valley Unified School District. 3<sup>rd</sup>/3<sup>rd</sup> District; [\$270,000], Local Funds 100%  
**DATE:** April 9, 2014.  
**PAGE:** 3 of 3

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

This is the first amendment to the agreement approved by the Board of Supervisors on March 20, 2012 (Agenda Item 3-24) between the County of Riverside (County) and the Murrieta Valley Unified School District (District) for roadway improvements on Briggs Road and Baxter Road (Project).

**1<sup>st</sup> AMENDMENT TO AGREEMENT**

**For Roadway Improvements on**

**Briggs Road and Baxter Road**

**Between County of Riverside and Murrieta Valley Unified School District**

THIS AMENDMENT (hereinafter the "1<sup>st</sup> Amendment") to an agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and Murrieta Valley Unified School District (hereinafter DISTRICT).

**RECITALS**

- A. COUNTY and DISTRICT have entered into an agreement (Contract No. 12-02-006) that is dated March 20, 2012 to construct roadway improvements on Briggs Road and Baxter Road that would improve traffic safety and circulations in the vicinity of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School. The construction of the roadway improvements described in the agreement was completed in 2012;
- B. A Developer in the vicinity of the schools has begun construction of new residential developments and further completed the ultimate improvements of Briggs Road along the frontage of the schools, and installed a new traffic signal at the intersection of Briggs Road and Baxter Road/school exit driveway;
- C. As part of the construction of the two referenced schools herein, DISTRICT is responsible for the construction of the planned traffic signal at Briggs Road and Barn Road/school entrance (hereinafter referenced as "SIGNAL PROJECT"). The project location is as shown in Exhibit A. DISTRICT desires to have SIGNAL PROJECT constructed in the summer of 2014 and designate COUNTY as the lead agency for the SIGNAL PROJECT, and COUNTY will therefore provide the administrative, technical, managerial and support services necessary to develop and construct the project;
- D. DISTRICT will pay for the entire cost of SIGNAL PROJECT;
- E. Item 1 and 2 of Section 2 of the Agreement stated that COUNTY was to fund up to \$900,000 of the Briggs and Baxter Roads improvements. One-fifth (\$180,000) of the COUNTY share was paid and the balance of \$720,000 was to be reimbursed to DISTRICT in four annual installments of \$180,000 each, beginning one year after completion of construction.
- F. DISTRICT and COUNTY have agreed that the total cost for SIGNAL PROJECT will be fronted by COUNTY, and DISTRICT will credit the total cost of SIGNAL PROJECT to COUNTY by reducing the corresponding amount in the annual payments by COUNTY to DISTRICT as described in the original Agreement and referenced in E. above.

1 G. For ease of reference the original agreement is attached hereto as Exhibit B.

2 **AGREEMENT**

3 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to amend  
4 the original Agreement by adding Section 3 as follows:

5 **Section 3. Briggs Road and Barn Road**

- 6 1. COUNTY will provide the administrative, technical, managerial and support services necessary to develop  
7 and construct SIGNAL PROJECT, including: preparing or causing to be prepared, plans and  
8 specifications; obtaining all necessary rights of way, rights of entry and temporary construction  
9 easements necessary for construction; advertise, award and administer a public works project in  
10 accordance with California Public Contract Code and Labor Codes.
- 11 2. COUNTY will, pursuant to and in accordance with, the California Environmental Quality Act (hereinafter  
12 "CEQA"), assume lead agency role and responsibility for preparation, circulation, and adoption of all  
13 necessary and appropriate CEQA documents pertaining to the construction of SIGNAL PROJECT.
- 14 3. Upon completion of SIGNAL PROJECT, COUNTY will be responsible for operation and maintenance of  
15 the traffic signal and the corresponding costs.
- 16 4. DISTRICT will fund the total cost (100%) of the SIGNAL PROJECT which is estimated at \$270,000,  
17 including engineering design, construction engineering and inspection, construction and other support  
18 and administrative costs necessary for the installation of the new traffic signal at the intersection of Briggs  
19 Road and Barn Road/school entrance driveway.
- 20 5. COUNTY will bill DISTRICT at the end of FY 13/14 in July, 2014 for the then current costs expended for  
21 SIGNAL PROJECT. DISTRICT will credit COUNTY for this billed amount which will reduce the annual  
22 payment of \$180,000 by COUNTY by the credited amount.
- 23 6. After the completion of the SIGNAL PROJECT, COUNTY will submit a final bill for the remaining costs for  
24 the completion of the project within 90 days after final accounting. DISTRICT will credit COUNTY for the  
25 final billed amount to reduce the next annual payments of \$180,000 by the credited amount; and if the  
26 credited amount exceeds \$180,000, the additional credit will apply to the succeeding annual payments  
27 until COUNTY has been credited for all costs associated with SIGNAL PROJECT.
- 28 7. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and  
29 conditions of the Agreement shall remain in full force and effect between the parties hereto.

IN WITNESS HEREOF, the parties hereto have caused this Amendment 1 to the Agreement to be duly executed  
this day and year first written above.

**APPROVALS**

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 4/9/14

JUAN C. PEREZ  
Director of Transportation and Land Management Agency  
Patricia Romo  
Assistant Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

Yasha R. Villar Dated: 4/9/14  
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM, Clerk of the Board

(SEAL)

**MURRIETA VALLEY UNIFIED SCHOOL DIST.**

Approved By:

Kris Thomasian Dated: 2/11/14

Kris Thomasian  
\_\_\_\_\_  
PRINTED NAME  
Board President  
\_\_\_\_\_  
TITLE

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

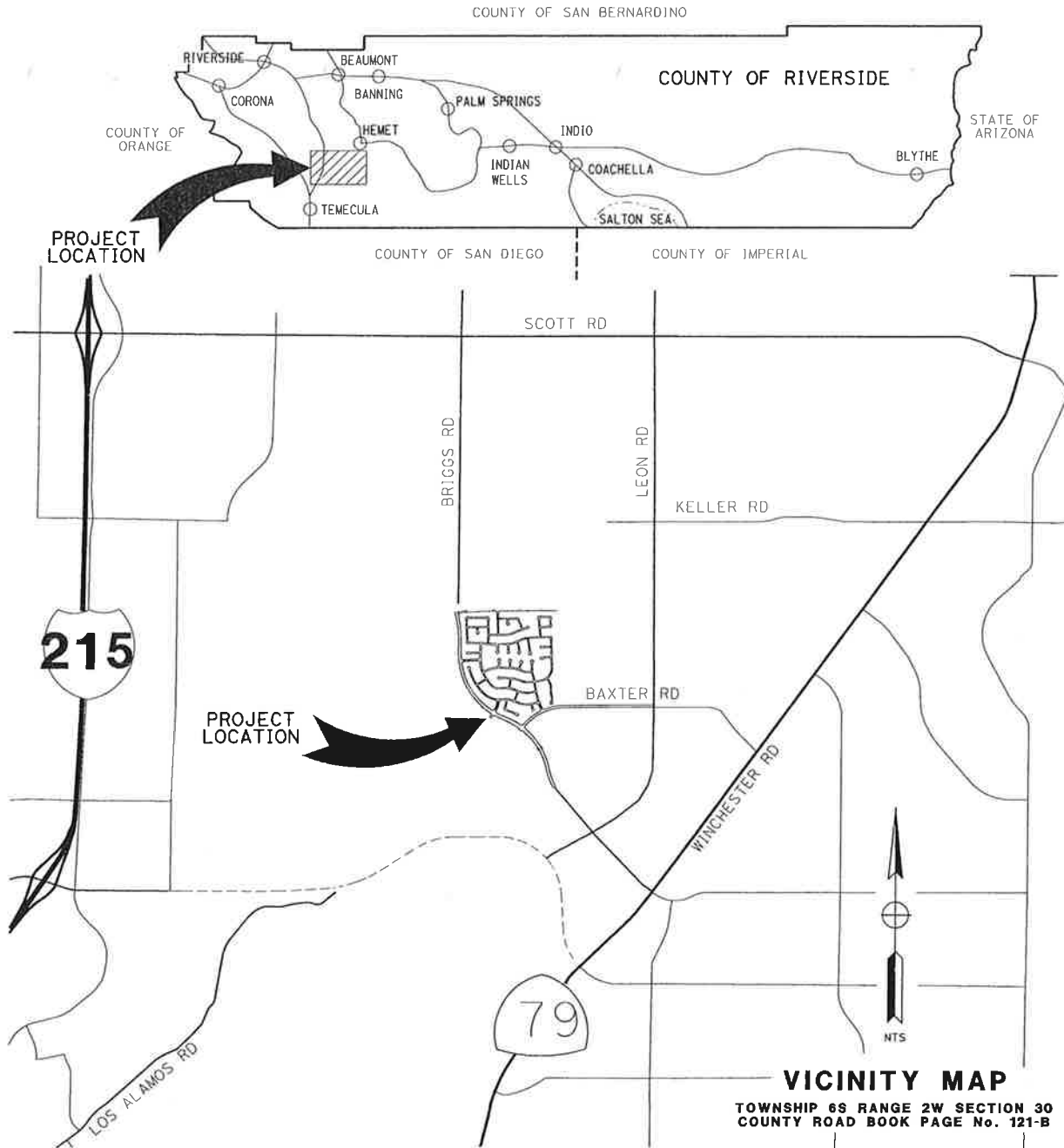
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Facilities/Operations

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COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**BRIGGS RD AND BARN RD**

TRAFFIC SIGNAL AND LIGHTING PROJECT  
MURRIETA AREA  
PROJECT No. C4-0055

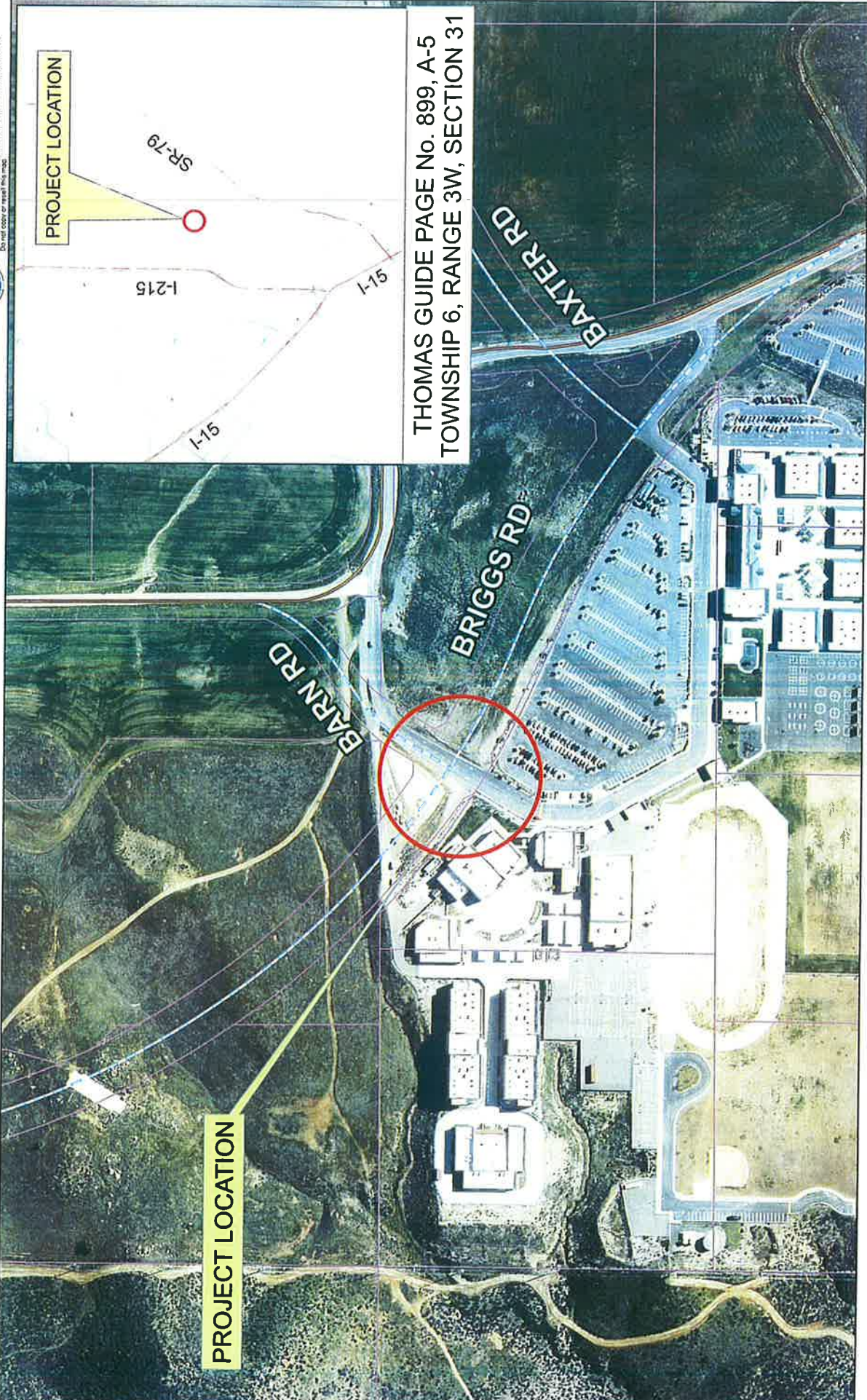


INTERSECTION OF BRIGGS RD AND BARN RD

100 200 400 Feet  
ch = 200 feet 1/11 (ANSI GVI) or 407 (REMAP, Blyme)  
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PROJECT LOCATION

I-215

I-15

SR-79

PROJECT LOCATION

BARN RD

BRIGGS RD

BAXTER RD

THOMAS GUIDE PAGE No. 899, A-5  
TOWNSHIP 6, RANGE 3W, SECTION 31



Briggs Road and Baxter Road

Transportation Director's Original

COOPERATIVE AGREEMENT

COUNTY OF RIVERSIDE

Contract No. 12-02-006  
Riverside Co. Transportation

AND

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

For Roadway Improvements on

Briggs Road and Baxter Road

This Cooperative Agreement ("AGREEMENT") entered into this 20 day of March, 2012 by and between the County of Riverside ("COUNTY"), and Murrieta Valley Unified School District ("DISTRICT") for the provision of certain roadway improvements on Briggs Road and Baxter Road. The COUNTY and DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

WHEREAS, the COUNTY and DISTRICT have determined that there is great need for roadway improvements on Briggs Road and Baxter Road in the vicinity of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School (the "PROJECT"), as further described in Exhibit A (Scope of Work);

WHEREAS, the COUNTY and DISTRICT desire to designate COUNTY as the lead agency for the PROJECT, and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and construct the PROJECT;

WHEREAS, the COUNTY and DISTRICT desire to share in the funding for the PROJECT as defined herein; and

WHEREAS, the COUNTY and DISTRICT desire to define herein the terms and conditions under which the PROJECT is to be administered, coordinated, constructed, managed, maintained and funded.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

SECTION 1 • DISTRICT AGREES:

- 1. To initially fund up to \$1,600,000 (not including contingencies) toward the cost of the PROJECT, as described in Exhibit A attached hereto and incorporated by this reference. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.

- 1 2. To fund up to an additional \$125,000 for PROJECT contingencies, should the actual PROJECT costs exceed  
2 \$2,500,000. This represents 5% of the total PROJECT cost estimate of \$2,500,000.
- 3 3. To advance an additional amount up to \$720,000 to cover a portion of the COUNTY's share of PROJECT  
4 costs. The COUNTY will reimburse this funding advance back to DISTRICT under the terms of this  
5 AGREEMENT, as set forth more specifically in Section 2 herein.
- 6 4. To deposit with COUNTY, prior to COUNTY awarding the construction contract for the PROJECT and upon  
7 written request by the COUNTY, an amount equal to the lowest responsive bid amount up to a maximum of  
8 \$2,500,000 (the "Deposit"). This amount represents the DISTRICT's initial share of costs, plus contingencies  
9 (if necessary) and the advance amount to the COUNTY. If this initial Deposit amount is less than \$2,500,000,  
10 COUNTY may request subsequent deposits up to the cumulative maximum of \$2,500,000 in order to pay for  
11 any additional PROJECT costs that may arise, such as approved change orders.
- 12 5. To provide a representative to coordinate with the COUNTY's Resident Engineer during the construction of  
13 the PROJECT.
- 14 6. To maintain PROJECT improvements that may fall within the DISTRICT's right-of-way and all landscaping  
15 and irrigation improvements in the parkway of the road right-of-way along the DISTRICT's property frontage  
16 upon completion of PROJECT.

17 **SECTION 2 • COUNTY AGREES:**

- 18 1. To fund up to \$900,000 toward the cost of the PROJECT. The COUNTY will initially fund \$180,000 toward  
19 the cost of the PROJECT in the first year following the award of construction for the PROJECT. This amount  
20 represents one-fifth of the COUNTY's estimated share of PROJECT costs. The estimated cost for the  
21 PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated  
22 herein.
- 23 2. To reimburse the DISTRICT for funds received from DISTRICT as an advance to cover a portion of the  
24 COUNTY's share of PROJECT costs up to an amount not to exceed \$720,000. This amount represents four-  
25 fifths of the COUNTY's estimated share of PROJECT costs. The COUNTY will reimburse DISTRICT solely  
26 from Measure A funds in four equal annual payments over a 4-year period beginning one year after the  
27 completion of construction.
- 28 3. To promptly refund to DISTRICT any and all monies deposited with the COUNTY for the PROJECT that  
29 exceed the final actual PROJECT costs.

1 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either  
2 PARTY hereto.

3 9. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the  
4 date of final payment, all records and accounts relating to the PROJECT.

5 10. The COUNTY, any officer, employee, agent or representative thereof shall not be responsible for any damage  
6 or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection  
7 with any work performed under the authority or jurisdiction of DISTRICT in connection with this  
8 AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT shall fully  
9 indemnify and hold harmless COUNTY, any officer, employee, agent or representative thereof from any  
10 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything  
11 done or omitted to be done by DISTRICT under or in connection with any work performed under the authority  
12 or jurisdiction of DISTRICT in connection with this AGREEMENT.

13 11. The DISTRICT, any officer, employee, agent or representative thereof shall not be responsible for any  
14 damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in  
15 connection with any work performed under the authority or jurisdiction of COUNTY in connection with this  
16 AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully  
17 indemnify and hold harmless DISTRICT, any officer, employee, agent or representative thereof 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 COUNTY under or in connection with any work performed under the authority  
20 or jurisdiction of COUNTY in connection with this AGREEMENT.

21 12. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and are  
22 intended by the PARTIES to completely state the AGREEMENT in full. Upon completion of this  
23 AGREEMENT, both PARTIES have no further obligations to each other. Any agreement or representation  
24 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in  
25 this AGREEMENT, is null and void.

26 13. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third  
27 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by  
28 imposing any standard of care with respect to the maintenance of roads different from the standard of care  
29 imposed by law.

1 14. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which  
2 collectively shall constitute one instrument.

3 15. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing  
4 and delivered to the following addresses or such other address as the PARTIES may designate:

5 To County: Riverside County Transportation Department  
6 Attention: Juan C. Perez, Director of Transportation  
7 4080 Lemon Street, 8<sup>th</sup> Floor  
8 Riverside, CA 92501  
9 Phone: (951) 955-6740  
10 Fax: (951) 955-3198

11  
12 To District: Murrieta Valley Unified School District  
13 Attention: William Olien, Assistant Superintendent of Facilities and Operations  
14 41870 McAlby Court  
15 Murrieta, CA 92563  
16 Phone: 951-696-1600, ext 1180  
17 Fax:


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20 **[Signatures of Parties on Following Page]**  
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APPROVALS

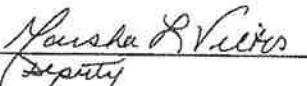
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COUNTY OF RIVERSIDE


RECOMMENDED FOR APPROVAL:

  
Dated: 2/8/12  
Juan C. Perez  
Director of Transportation

APPROVED AS TO FORM:

  
Dated: 3/6/12  
<sup>Deputy</sup>  
Pamela J. Walls  
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:


  
Dated: 3/20/12  
John Tavaglione  
Chairman, County Board of Supervisors

ATTEST:  
Kecia Harper-Ihern  
Clerk of the Board


  
Dated: 3/20/12  
Deputy

MURRIETA VALLEY UNIFIED SCHOOL DIST.

APPROVED BY:

  
Dated: 2/10/12  
Stan Scheer, Ed.D.  
Superintendent

APPROVED AS TO FORM:

  
Dated: 2-10-12  
William C. Olien  
Asst. Superintendent Facilities/Operations

**EXHIBIT A • SCOPE OF WORK**

The proposed construction includes half-street improvements on Briggs Road along the northern frontage of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School. The half-street paving varies in width from 20 feet to 55 feet. Also, a half-width section of Baxter Road would be paved between the intersection with Briggs Road and the join with existing pavement just to the east. The proposed paving and street appurtenances will accommodate one through lane in each direction and a left turn lane at the intersection of Briggs and Baxter at the school. The proposed construction also includes water and sewer associated with Dorothy McElhinney Middle School and Lisa J. Mails Elementary School and the storm drain systems as they relate to the half street improvements.

**EXHIBIT B • PROJECT COST ESTIMATE**

TASK	SCHOOL DISTRICT	COUNTY	TOTALS
Construction	\$1,600,000	\$180,000	\$1,780,000
Advance from School District*	\$720,000		\$720,000
<b>SUBTOTALS</b>	<b>\$2,320,000</b>	<b>\$180,000</b>	<b>\$2,500,000</b>
5% Contingencies**	\$125,000		\$125,000
<b>TOTALS</b>	<b>\$2,445,000</b>	<b>\$180,000</b>	<b>\$2,625,000</b>

\* County to repay School District for advance of \$720,000 in four equal annual payments over a 4-year period beginning one year after the completion of construction.

\*\* County to refund School District any portion of the contingency amount not used for construction of the project.