

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

806A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Contribution Cooperative Agreement between the County of Riverside (COUNTY) and the California State Department of Transportation (CALTRANS) for barrier project along westbound Interstate 10 (I-10) and Varner Road between Monterey Avenue and Washington Street

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Contribution Cooperative Agreement between the COUNTY and CALTRANS, and;
2. Authorize the Chairman to execute Caltrans Agreement No. 08-1510.

BACKGROUND: Varner Road travels parallel and just north of Interstate 10 between Monterey Avenue and Washington near Palm Desert. A chain link fence currently separates the two



Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 500,000	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: Gas Tax (100%) 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

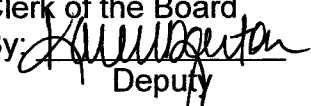
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 13, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.

District: 4

Agenda Number:

3.94

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 8/8/11

Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: Contribution Cooperative Agreement between the County of Riverside (COUNTY) and the California State Department of Transportation (CALTRANS) for barrier project along westbound Interstate 10 (I-10) and Varner Road between Monterey Avenue and Washington Street

August 4, 2011

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roadbeds. Caltrans has proposed a safety project to prevent motorists from leaving the Interstate and onto opposing traffic along Varner road. A concrete barrier will provide protection for both Varner Road and Interstate 10 travelers from on-coming traffic leaving the traveled way of these roadbeds.

The proposed project consists of replacing the existing chain link fence and barbed wire fence along westbound Interstate 10, between Monterey Avenue and Washington Street (a distance of about 4 miles), with a concrete barrier. To improve safety, the concrete barrier will include a glare screen on top to shield the headlight glare from opposing traffic.

The total construction cost is anticipated to be \$3.5 million and construction is expected to begin in the Summer of 2013. The County would contribute a fixed amount of \$500,000 for the project and the Caltrans share would be \$3 million and they would advertise, award, and administer the construction contract.

Project # C2-0021

Contract No. 11-07-010
Riverside Co. Transportation

08-Riv-10 PM 44.51/R50.45
EA 0Q110
District Agreement No. 08-1510
Project Number 0800020211

COOPERATIVE AGREEMENT Contribution Only

This agreement, effective on October 7, 2011 is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Riverside, referred to 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 is building a project to replace the existing chain link fence and barbed wire fence with an outer-separation concrete barrier along westbound (WB) Interstate 10 (I-10) between Monterey Avenue Overcrossing (OC) and Washington Street OC near Thousand Palms in the County of Riverside, as well as, the safety improvements that consist of installing monolithic concrete glare screen/barrier (Type 60G) to separate WB I-10 and Varner Road, referred to as PROJECT.
3. COUNTY will contribute funds to 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 toward PROJECT.

DEFINITIONS

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

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 \$500,000.00 of COUNTY's local 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 upon advertisement, award, and administration (AAA) of the PROJECT.
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 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 will 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS 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.

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

By: *Raymond W. Wolfe*
 Raymond W. Wolfe, PhD
 District Director

By: *Bob Buster*
 Chairman, Board of Supervisors
BOB BUSTER

CERTIFIED AS TO FUNDS:

By: *Lisa Pacheco*
 Lisa Pacheco
 Budget Manager

By: *Kecia Harper-Ihem*
 Kecia Harper-Ihem
 Clerk of the Board

APPROVED AS TO FORM AND
 PROCEDURE:
 Pamela J. Walls
 County Counsel

By: *[Signature]* 8/8/11
 Deputy