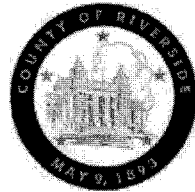


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.15
(ID # 4307)**

MEETING DATE:

Tuesday, June 13, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA - TRANSPORTATION: Approval of Service Agreement By and Between County of Riverside and Tenaja Community Services District for Via Volcano Scrub Seal Improvements. 1st District;[\$80,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside (County) and Tenaja Community Services District for Via Volcano Scrub Seal Improvements Prior to Intended Acceptance into the County Maintained Road System; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

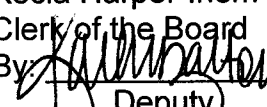
ACTION: Policy


Patricia Romo, Director of Transportation 5/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 13, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 80,000	\$ 0	\$ 80,000	\$ 20,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (50%), Tenaja Community Services District (50%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Via Volcano is located within the Tenaja Community Services District (TCSD) in the La Cresta area and is maintained by the TCSD. The County Transportation Department and TCSD mutually agree that Via Volcano serves as a commuter route and is better suited to be a County maintained road. The Service Agreement by and between the County and TCSD outlines the terms and conditions whereby the County will assume maintenance responsibilities for Via Volcano. TCSD agrees to fund 50% of the cost to bring the road into a state of good repair and the County agrees to bring the road into the County maintained road system upon completion of the work.

Impact on Residents and Businesses

TCSD does not have the ability to continue to maintain Via Volcano with the amount of commuter traffic that uses the road. The County will be able to maintain Via Volcano in a good state of repair and provide a safe and reliable road for residents and commuters.

SUPPLEMENTAL:

Additional Fiscal Information

The pavement improvements are estimated to cost \$80,000 and will be split 50/50 between County gas tax funds and TCSD funds.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Service Agreement

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


Marsha Victor, Chief Deputy County Counsel

5/24/2017


Tina Grande, Principal Management Analyst

6/6/2017


Gregory V. Priamos, Director County Counsel

5/24/2017

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

TENAJA COMMUNITY SERVICES DISTRICT

FOR

VIA VOLCANO SCRUB SEAL IMPROVEMENTS

PRIOR TO INTENDED

ACCEPTANCE INTO THE COUNTY MAINTAINED ROAD SYSTEM

This Agreement is entered into this 4th day of April, 2017, by and between the County of Riverside, (hereinafter "COUNTY"), and the Tenaja Community Services District, (hereinafter "TCSD") for Scrub Seal Improvements to Via Volcano, located within the jurisdictional boundaries of TCSD. The COUNTY and TCSD are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Via Volcano is currently dedicated and accepted for public use and is maintained by TCSD. However, TCSD does not have the ability to continue to maintain Via Volcano.
- B. The COUNTY and TCSD agree that Via Volcano serves as a commuter route and is better suited to be a COUNTY maintained road.
- C. The COUNTY agrees it will move forward with a Resolution to the Board of Supervisors to take over the maintenance of the road following a pavement preservation treatment to bring the road into a state of good repair.
- D. COUNTY and TCSD have mutually agreed that Via Volcano, a two lane facility, between Sierra Ellena Rd and Avocado Mesa Rd, approximately 20,800 square yards of existing pavement, is in need of Scrub Seal improvements.
- E. The Scrub Seal **improvements** for Via Volcano will provide a chip seal treatment and application of an asphaltic emulsion to the road surface.
- F. The TCSD will benefit from the cost savings associated with the on-going maintenance of Via Volcano. These improvements are sometimes hereinafter referred to collectively as "TCSD PROJECT".
- G. COUNTY will provide the administrative, technical, managerial, and support services necessary for the

1 implementation of the TCSD PROJECT.

2 H. COUNTY and TCSD desire to define herein the terms and conditions under which said TCSD PROJECT
3 is to be administered, engineered, coordinated, and constructed.

4 **AGREEMENT**

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

7 **SECTION 1 • COUNTY AGREES:**

- 8 1. To act as the lead agency on behalf of the TCSD for the overall implementation of the TCSD PROJECT.
- 9 2. To fund fifty percent (50%) of the cost of the TCSD PROJECT, as shown in Exhibit "B". COUNTY agrees
10 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
11 Exhibit "B", COUNTY will be responsible for these costs.
- 12 3. COUNTY will provide TCSD a 10 day notice prior to start of construction.
- 13 4. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the TCSD
14 PROJECT.
- 15 5. To advertise, award and administer a public works contract for the construction of the TCSD PROJECT in
16 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
17 requirements, laws or regulations, including but not limited to the local agency public construction codes,
18 California Labor Code, and California Public Contract Code.
- 19 6. To furnish a representative to perform the function of Resident Engineer during construction of TCSD
20 PROJECT.
- 21 7. To move forward to assume maintenance responsibilities for Via Volcano upon completion of TCSD
22 PROJECT. A Resolution duly adopted by the COUNTY Board of Supervisors is necessary to accomplish
23 acceptance of a road into the COUNTY maintained road system, and will be proposed upon the
24 completion of TCSD PROJECT.

25 **SECTION 2 • TCSD AGREES:**

- 26 1. To fund fifty percent (50%) of the cost of the TCSD PROJECT, as shown in Exhibit "B".
- 27 2. To deposit with COUNTY, within 30 days of the award of the construction contract, Forty thousand
28 dollars (\$40,000) (the "Deposit"), which represents fifty percent (50%) of the costs to complete
29 construction, including construction survey, inspection and materials testing for TCSD PROJECT, as

1 provided in Exhibit "B".

- 2 3. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's
3 contractor, a permit to enter and construct the TCSD PROJECT.

4 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 5 1. The total cost to TCSD to complete construction, including construction survey, inspection and a material
6 testing for TCSD PROJECT is estimated to be Eighty Thousand Dollars (\$80,000) as detailed in Exhibit
7 "B".
- 8 2. COUNTY shall not be obligated to commence the TCSD PROJECT until after receipt of TCSD's deposit
9 as required in Section 2.
- 10 3. Construction by COUNTY of improvements for TCSD PROJECT shall not commence until a Permit to
11 enter and construct, authorizing such work, has been issued by TCSD.
- 12 4. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
13 Via Volcano Scrub Seal Improvements, a policy of Commercial Liability Insurance, including coverage of
14 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
15 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
16 Endorsements to each policy shall be required which name TCSD, its officers, agents and employees, as
17 additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
18 Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of
19 Insurance and Additional Insured Endorsements which meet the requirements of this section to TCSD
20 prior to the start of construction.
- 21 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
22 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
23 will be necessary to transfer ownership.
- 24 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
25 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
26 party hereto.
- 27 7. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
28 occurring by reason of any act or omission of TCSD under or in connection with any work, authority or
29 jurisdiction delegated to TCSD under this Agreement. It is further agreed that pursuant to Government

1 Code Section 895.4, TCSD shall fully indemnify and hold COUNTY harmless from any liability imposed
2 for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of
3 TCSD under or in connection with any work, authority or jurisdiction delegated to TCSD under this
4 Agreement.

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

12 9. In the event that TCSD defaults in the performance of any of its obligations under this Agreement or
13 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
14 terminate this Agreement upon 90 days written notice to TCSD.

15 10. TCSD and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to Via
16 Volcano Scrub Seal Improvements for a period of minimum three (3) years from the date of Notice of
17 Completion of the COUNTY PROJECT and TCSD PROJECT.

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

20	COUNTY:	TCSD:
21	Riverside County Transportation Department	Tenaja Community Services District
22	Attn: Patricia Romo,	Attn: Peter Millington
23	Director of Transportation	President of the Board
24	4080 Lemon Street, 8th Floor	24837 Jefferson Ave, #207
25	Riverside, CA 92501	Murrieta, CA 92562
26	Phone: (951) 955-6740	Phone: (951) 696-5999
27		
28		
29		

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 5-5-17

PATRICIA ROMO

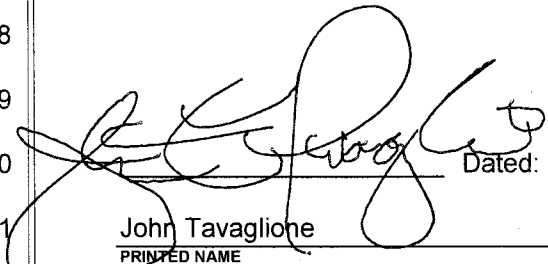
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

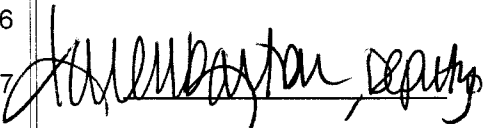
By  Dated: 5/24/17
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: JUN 13 2017
John Tavaglione
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

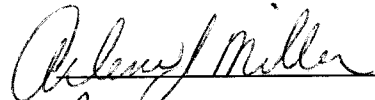
 Dated: JUN 13 2017
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

TCSD Service Agreement

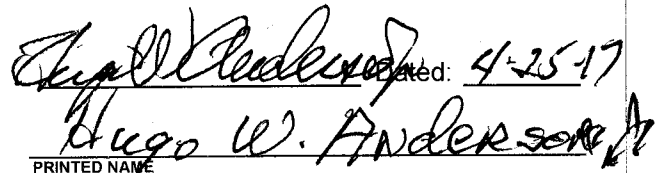
TCSD Approvals

APPROVED BY:

 Dated: 4-5-17
ARlene J. Miller
PRINTED NAME

TCSD Manager

APPROVED AS TO FORM:

 Dated: 4-25-17
Hugo W. Anderson
PRINTED NAME
TCSD Attorney

ATTEST:

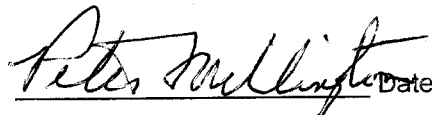
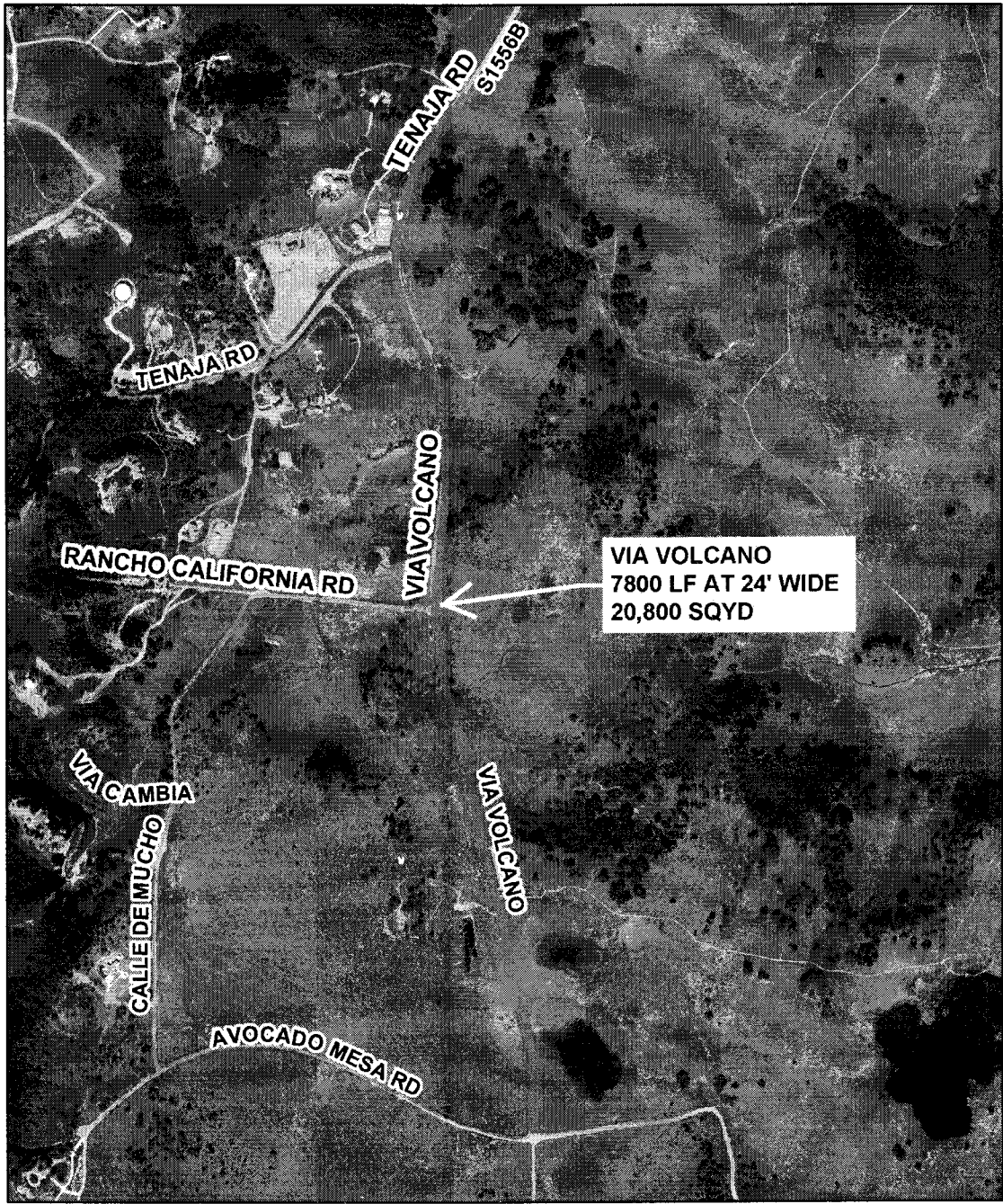
 Dated: 4/25/17
PETER S. MILLINGTON
PRINTED NAME

EXHIBIT A
VICINITY/PROJECT MAP



0 500 1,000 2,000 Feet
1 inch = 1,000 feet

COUNTY OF RIVERSIDE
FT 17/18 SLURRY SEAL PROJECT
VIA VOLCANO
TENAJA COMMUNITY SERVICES DISTRICT

EXHIBIT B
PROJECT COST

ESTIMATED COSTS:

TASK	TCSD COSTS	COUNTY COSTS	TOTAL COST
Construction	\$32,000	\$32,000	\$64,000
Construction contingency (10%)	\$3,200	\$3,200	\$6,400
Construction Engineering & Inspection (15%)	\$4,800	\$4,800	\$9,600
TOTAL PROJECT COST	\$40,000	\$40,000	\$80,000

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