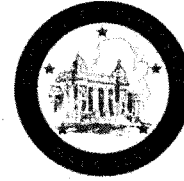


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.28
(ID # 5820)

MEETING DATE:

Tuesday, January 23, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Cooperative Agreement between the County of Riverside and the State of
California Department of Transportation for Reimbursed Work off State Highway
System. All Districts; [\$300,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County) and the California Department of Transportation (Caltrans) for Reimbursed Work off State Highway System; and
2. Authorize the Chairman of the Board to execute the same.

ACTION: Policy

Patricia Romo, Director of Transportation 1/12/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: January 23, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

3.28

**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	\$ 150,000	\$ 150,000	\$ 300,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (100%). No General Funds will be used on this project			Budget Adjustment: No	
			For Fiscal Year: 17/18 and 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County Transportation Department is responsible for the planning, design, and construction of millions of dollars of federal aid projects every year. Over the last 10 years the County has expended over \$270 million in federal funds on 122 projects, with a total cost, including all funding sources, of \$1.2 billion. The County typically competes for State and Federal funding through a competitive process for various projects including safety improvement projects. These projects often have funding deadlines to comply with or are expedited in an effort to get the benefits of the projects to the communities they serve as quickly as possible.

Caltrans has the delegated authority, through the Federal Highway Administration (FHWA), to administer and manage the federal funding for all on and off system projects through their local assistance office. On-system projects are those projects on a State or Federal highway, and Off-system projects are projects off the State/Federal Highway System. The Caltrans local assistance office is responsible for the project oversight of off-system projects, which includes accountability for initiating and completing each project phase in accordance with appropriate state and federal laws and regulations. Caltrans has the responsibility to ensure that local agencies are administering the federal aid program in conformance with the applicable federal requirements from project inception through project completion.

The federal aid process often adds time and cost to projects due to complex and ever changing policies and procedures, and requires close coordination with Caltrans to ensure regulations are complied with to complete projects. When projects are on the State/Federal highway, Caltrans participates in the cost to perform full oversight through each stage of development. However, when a project is off-system, Caltrans oversight and participation in project development oversight is minimal, since funding is not provided for full oversight. In an effort to expedite the review process, and save cost, the County and Caltrans desire to enter into an agreement whereby enhanced local assistance services will be provided to support County led State and Federal aid off-system projects. The enhanced services include project management services on an on-going basis to support completion of state and federally funded off-system projects. This enhanced service is expected to save cost and time through having an actively engaged Caltrans project manager monitor and achieve project objectives. This Cooperative Agreement provides for a not to exceed amount of \$150,000 annually for 2 years, for Caltrans to provide enhanced project management services.

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

Impact on Residents and Businesses

The enhanced project management services will result in transportation projects being constructed sooner and costing less, providing a benefit to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

This service will be 100% funded with gas tax revenue. No general funds will be expended.

ATTACHMENTS:

Cooperative Agreement


Melissa Noone, Associate Management Analyst

1/17/2018


Gregory V. Priamos, Director County Counsel

1/17/2018

DEPARTMENT OF TRANSPORTATION

PROGRAM AND PROJECT MANAGEMENT

464 WEST FOURTH STREET, MS 1231

SAN BERNARDINO, CA 92401-1400

DIRECT (909) 383-4068

*Making Conservation
a California Way of Life.*

October 31, 2017

Mrs. Patricia Romo
Director of Transportation
Riverside County Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92501

08-RIV-VAR
EA 1J500
Project No. 0818000058
Agreement 08-1658

Dear Ms. Romo:

Enclosed for execution by the County of Riverside are three (3) original cooperative agreements for the above-referenced project. Please have the appropriate parties sign and return all original agreements within the next two (2) months.

Please leave the effective date blank. The effective date will be the date the district director signs the agreement. After the agreement is fully executed, we will return two (2) originals for your records.

Alterations of any kind made to the enclosed agreements will render them null and void and will require further review from the State's Legal Counsel.

If you need more information, please contact Diane Morales at 909-383-4625.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Craig", written over a horizontal line.

DENISE CRAIG
Office Chief
Agreements

Enclosures

c: Diane Morales, Planning

COOPERATIVE AGREEMENT

(REIMBURSED WORK OFF STATE HIGHWAY SYSTEM)

This AGREEMENT, ENTERED INTO AND EFFECTIVE ON _____, 2017, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

County of Riverside, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. CALTRANS and COUNTY, referred to herein as PARTIES, are authorized to enter into an AGREEMENT pursuant to California Streets and Highway Code section 131.
2. PARTIES agree that CALTRANS will provide services by the Division of Local Assistance, rather than the regular guidance, to support completion of federally and state funded off state highway system projects for COUNTY, referred to herein as SERVICES. The SERVICES is fully described in Exhibit A.
3. CALTRANS has determined that the estimated cost of providing SERVICES is \$300,000, as detailed in Exhibit B.
4. COUNTY has determined that SERVICES will result in cost savings and time savings in delivering Federal and State funded projects.
5. PARTIES agree that COUNTY will reimburse CALTRANS for all costs incurred by CALTRANS for the performance of SERVICES.
6. The terms of this AGREEMENT shall supersede all prior written and verbal agreements relating to SERVICES.
7. PARTIES hereby set forth the terms, covenants and conditions of this AGREEMENT, under which SERVICES will be performed by CALTRANS for COUNTY.

JAN 28 2018 3.29

SECTION I

CALTRAN AGREES

1. To perform SERVICES agreed to by PARTIES, in accordance with the terms of this AGREEMENT, in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards and practices.
2. To account for all costs of SERVICES to be paid for by COUNTY.
3. To invoice COUNTY for a \$30,000 initial deposit after execution of this Agreement, thirty (30) working days prior to the commencement of SERVICES expenditures. This deposit represents two (2) months estimated support costs.

Thereafter, upon expenditure of the initial deposit, CALTRANS will submit monthly invoices to COUNTY for actual costs in arrears.

After PARTIES agree that all work is complete for the SERVICES, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

4. SERVICES cost will include all direct and applicable indirect costs for Indirect Cost Rate Proposal (ICRP) and Payroll Reserve Assessment Rates (PRAR). CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. Program Functional Rates and Administration Rates are adjusted periodically.
5. If CALTRANS anticipates that funding will be insufficient to complete SERVICES, CALTRANS will promptly notify COUNTY. CALTRANS may be required to stop SERVICES until additional funding is secured.
6. CALTRANS has no obligation to perform SERVICES under this AGREEMENT should the funds to perform them remain unavailable or unpaid at any point of time during the life of this AGREEMENT.

SECTION II

COUNTY AGREES:

1. To provide CALTRANS with any information or documentation necessary to assist CALTRANS in the performance of SERVICES when a project is identified as being subject to a request for SERVICES.
2. To bear 100% of all actual costs of SERVICES estimated to be \$300,000.
3. To pay all invoices within 45 days of receipt.

SECTION III**IT IS MUTUALLY AGREED:**

1. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. Neither CALTRANS 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 COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
3. 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS 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, 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 its contractors, sub-contractors, and/or its agents under this AGREEMENT.
4. No alteration or variation of the terms of this AGREEMENT shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.
5. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care different from the standard of care imposed by law.
6. PARTIES agree that AGREEMENT will terminate on June 30, 2019, unless changed by a formal amendment.

Total Annual cost for SERVICES shall not exceed \$150,000 annually. Any increase in annual cost shall be mutually agreed to and subject to approval and amendment of this agreement. If CALTRANS anticipates that funding will be insufficient to complete SERVICES, since there was unforeseen increase in the required CALTRANS work, to complete SERVICES, CALTRANS will promptly notify COUNTY. CALTRANS may be required to stop SERVICES until additional funding is secured.

SIGNATURES

PARTIES are empowered by the California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF RIVERSIDE

District Director

Chairman, Board of Supervisors

CERTIFIED AS TO
REIMBURSED AUTHORITY:

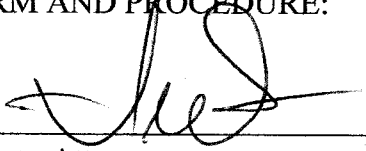
CERTIFIED AS TO
FORM AND PROCEDURE:

District Budget Manager

Chief Deputy, County Counsel

APPROVED AS TO
FORM AND PROCEDURE:

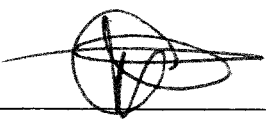
WITNESS:



Deputy Attorney

Clerk of the Board

APPROVED AS TO
FINANCIAL TERMS:



Accounting Administrator

SIGNATURES

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Director

CERTIFIED AS TO
REIMBURSED AUTHORITY:

District Budget Manager

APPROVED AS TO
FORM AND PROCEDURE:



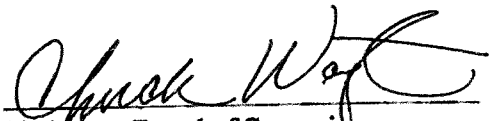
Deputy Attorney

APPROVED AS TO
FINANCIAL TERMS:




Accounting Administrator

COUNTY OF RIVERSIDE



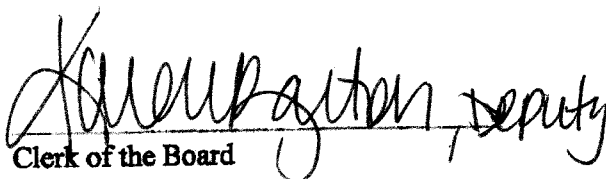
Chairman, Board of Supervisors
Chuck Washington

CERTIFIED AS TO
FORM AND PROCEDURE:



Chief Deputy, County Counsel

WITNESS:



Clerk of the Board

EXHIBIT A

SCOPE OF SERVICES Enhanced local assistance services defined as project management services and guidance on an on-going basis to support completion of federally and state funded off State highway system projects. To include oversight activities and work within the programs existing authority on behalf of the COUNTY, and work that is not submitted and reviewed by the Division of Local Assistance.

EXHIBIT B

FUNDING SUMMARY (FY 17/18 and 18/19)		
Party	Fund Type	Totals
County	Local Funds	\$300,000.00
Totals		\$300,000.00