

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



ITEM
3.35
(ID # 7043)

MEETING DATE:

Tuesday, June 19, 2018

FROM : TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Agreement between the California Highway Patrol and County of Riverside for reimbursement for enforcement related service for the Scott Rd/Interstate 215 (I-215) Interchange Project in the City of Menifee and the City of Murrieta. 3rd & 5th District ; [\$450,000 total]; City of Menifee 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement between the California Highway Patrol and the County of Riverside through its Transportation Department for reimbursement of costs for traffic enforcement services associated with the Scott Road/Interstate 215 Interchange Improvement Project; and
2. Authorize the chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 5/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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 19, 2018
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	\$ 0	\$ 250,000	\$ 450,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Menifee 100%			Budget Adjustment: No	
There are no General funds used on this project			For Fiscal Year: 18/19-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Scott Road at Interstate 215 interchange project consists of reconstructing the interchange with standard diamond ramps, loop ramps, and a new six lane Scott Road overcrossing over I-215. These improvements are expected to provide the needed congestion relief at the Scott Road Interchange for existing and future traffic volumes.

On March 20, 2018 the Board of Supervisors approved the plans, specifications and estimates and authorized the Clerk of the Board to advertise the project for bids. In anticipation of construction beginning soon, the Agreement for California Highway Patrol (CHP) services is necessary to provide enforcement, coordinate traffic control and assist with lane closures as needed for the duration of construction. CHP traffic control services are required by Caltrans for the project, and will help reduce the potential for accidents within the construction zone and encourage motorists to drive in a safe manner. This Agreement between the CHP and the County will be funded 100% by the City of Menifee. The Scott Road Interchange project is within the jurisdictional boundaries of the City of Menifee and the County is the lead agency for the construction of the interchange improvements on this State facility.

Impact on Residents and Businesses

CHP traffic control services will reduce the potential for traffic accidents and encourage motorists to drive in a safe manner through the construction site.

Additional Fiscal Information

Enforcement efforts will extend over the duration of the construction in FYs 18/19 (\$250,000) and 19/20 (\$200,000). The City of Menifee will be responsible for 100% of the costs. No net County Costs will be used.

ATTACHMENTS

- Vicinity Map
- Agreement

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

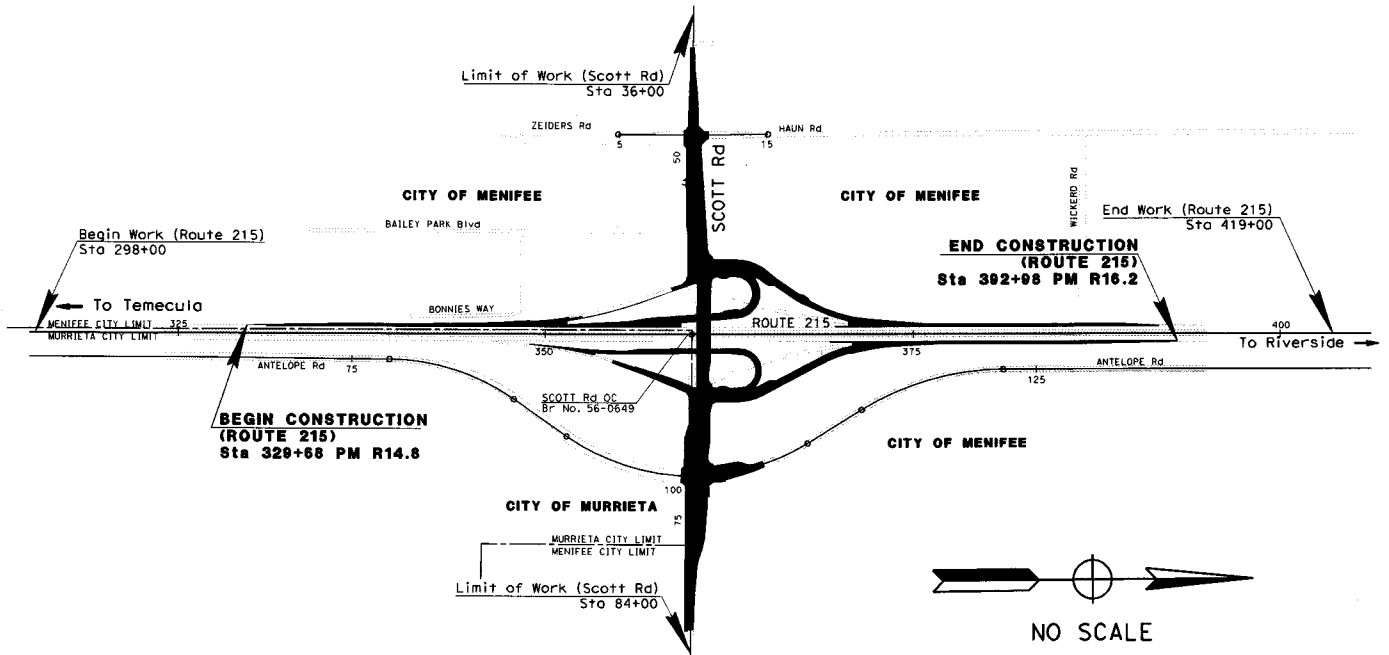
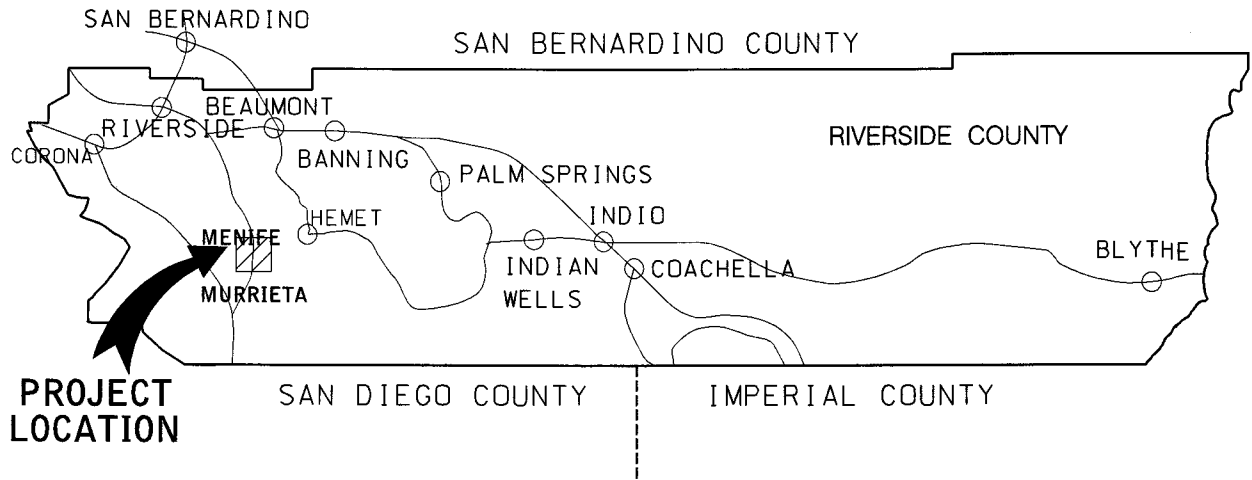


Gregory V. Priamos, Director County Counsel 5/31/2018

C O U N T Y O F R I V E R S I D E
T R A N S P O R T A T I O N D E P A R T M E N T

Interstate 215 at Scott Road

**Interchange Improvements
In the City of Menifee
Project No. B3-0689
Federal Project No. - STPLN-5956(262)**



VICINITY MAP

RESOLUTION

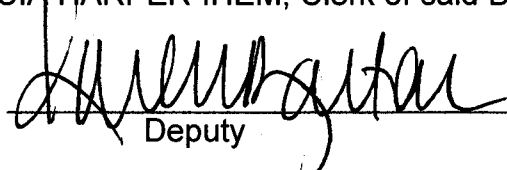
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 19, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 17R685003 between Riverside County and Department of California Highway Patrol providing: for the reimbursement of enforcement related service for the Scott Road/Interstate 215 Interchange Project.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



March 13, 2018

County of Riverside - Transportation Department
P. O. Box 1605
Riverside, CA 92592

Subject: Agreement Number 17R685003-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification

Contract status.

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

MADONNA YOUNG
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Step 1010
 Post Office Box 1147, Riverside, CA 92502-1147
 Thank you.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
17R685003

1. This Agreement is entered into between the State Agency and the Contractee named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTEE'S NAME STATE AGENCY'S NAME

County of Riverside, through its Transportation Department

2. The term of this Agreement is: 06/01/2018 or upon approval by DGS through 10/30/2020 (whichever is later)

3. The maximum amount of this Agreement is: \$ 450,000.00 Four Hundred Fifty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions 1 page

Exhibit C* – General Terms and Conditions GTC 04/2017

Exhibit D - Special Terms and Conditions 1 page

ATTEST:

KECIA HARRER-IHEM, Clerk

By *[Signature]*
 DEPUTY

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTEE		California Department of General Services Use Only <i>[Signature]</i> <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED JUL 3 1 2018 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per:
CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Riverside		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/19/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Chuck Washington, Chairman of the Board		
ADDRESS 4080 Lemon Street, 3rd floor Riverside, CA 92501		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7-20-18	
PRINTED NAME AND TITLE OF PERSON SIGNING P. Sliney, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

FORM APPROVED COUNTY COUNSEL

BY *[Signature]* 5/31/15
 KRISTINE BELL-VALDEZ DATE

JUN 19 2018 3.35
 2018-8-142555

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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STANDARD AGREEMENT
STD 213 (Rev 06/03)

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Exhibit D - Special Terms and Conditions 1 page

ATTEST:
KECIA HARRER-IHEM, Clerk
By  DEPUTY

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CONTRACTEE		<i>California Department of General Services Use Only</i>
CONTRACTEE'S NAME (If other than an Individual, state whether a corporation, partnership, etc.) County of Riverside		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/19/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Chuck Washington, Chairman of the Board		
ADDRESS 4080 Lemon Street, 3rd floor Riverside, CA 92501		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-20-18	
PRINTED NAME AND TITLE OF PERSON SIGNING P. Sliney, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Exempt per:

FORM APPROVED COUNTY COUNSEL

BY  5/31/15
KRISTINE BELL-VALDEZ DATE

JUN 19 2018 3.35

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. County of Riverside, through its Transportation Department, agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic enforcement related services for the Contractee, provided by the CHP Temecula Area office.

These traffic enforcement services, Construction Zone Enhanced Enforcement Program (COZEEP) shall be provided during demolition and construction of the Scott Road over crossing, including the on and off ramps for Interstate 215.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the County of Riverside.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		County of Riverside	
NAME		NAME	
Officer Brad Barksdale		Patty Romo, Director of Transportation	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	
951-506-2000		951-955-6740	
Direct all inquiries to :			
STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		County of Riverside	
SECTION/UNIT		EMAIL	
Business Services Section/Contract Services Unit		cwachi@rctlma.org	
ATTENTION		ATTENTION	
MaDonna Young, Contract Analyst		Cindi Wachi, Transportation Manager	
ADDRESS		ADDRESS	
601 N. 7 th Street, Sacramento, CA 95811		4080 Lemon Street, 3 rd floor Riverside, CA 92501	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	
(916) 843-3623	(916) 322-3166	951-955-6899	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. **CHP Temecula Area office** shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the **CHP Temecula Area** be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by the **County of Riverside, through its Transportation Department**, that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, the **County of Riverside, through its Transportation Department**, agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the **County of Riverside, through its Transportation Department**, will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

E. Cancellation of Services

The County of Riverside, through its Transportation Department, shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

1. The **County of Riverside, through its Transportation Department**, agrees that if service cancellation is made with less than 24 hours, prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
2. The **County of Riverside, through its Transportation Department**, agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, the **County of Riverside, through its Transportation Department**, shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
3. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
4. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide the County of Riverside with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

County of Riverside
Accounts Payable
2950 Washington St.
Riverside, CA 92504

The County of Riverside agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, the **County of Riverside** agrees to reimburse the CHP upon receipt of an itemized invoice. The **County of Riverside** agrees to reimburse the CHP for the **hours worked by CHP officers** (at the overtime rate, described below) at the time services are provided, plus mileage incurred in providing such services. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the **County of Riverside** agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 17/18, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Sergeant	\$ 110.03 per hour
CHP Officer	\$ 90.45 per hour
CHP Automobile	\$.83 per mile

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and the **County of Riverside, through its Transportation Department**, agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and the **County of Riverside, through its Transportation Department**, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by the **County of Riverside, through its Transportation Department**, or such need for repair or replacement of property arises directly from the **County of Riverside, through its Transportation Department**, gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. The **County of Riverside, through its Transportation Department**, agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. The **County of Riverside, through its Transportation Department**, agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The **County of Riverside, through its Transportation Department**, agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the **County of Riverside, through its Transportation Department**, agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution
9. The **County of Riverside, through its Transportation Department**, agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the **County of Riverside, through its Transportation Department**.