

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



ITEM
3.54
(ID # 7325)

MEETING DATE:

Tuesday, July 31, 2018

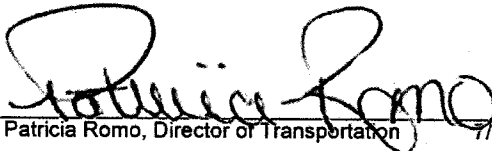
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Ratify and Execute the Agreement with the California Highway Patrol for Reimbursement Costs of Traffic Enforcement Services Associated With the Limonite Avenue/Interstate 15 Interchange Improvement Project for FY 18-19 & 19-20, 2nd District. [\$440,000 Total Costs] Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Execute the Agreement with the Department of California Highway Patrol for Reimbursement for the Costs of Traffic Enforcement Services Associated with the Limonite Avenue/Interstate 15 Interchange Improvement Project for an Aggregate Amount of \$440,000 for Fiscal Years 18-19 and 19-20.

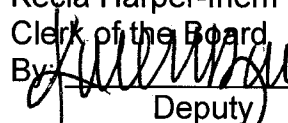
ACTION: Policy


Patricia Romo, Director of Transportation 7/11/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: TLMA-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	\$ 300,000	\$ 140,000	\$ 440,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mira Loma Road & Bridge Benefit District (100%). No General Funds are used on this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19 -19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The I-15/Limonite Avenue Interchange Project consists of improving the existing interchange on Limonite Avenue through the interchange area and reconstructing the overcrossing bridge to provide six lanes, including improvements to the ramps and the addition of new loop ramps and new freeway auxiliary lanes, in the Cities of Eastvale and Jurupa Valley. The County is the responsible agency for the construction of this project.

In anticipation of construction beginning in August 2018, the Agreement for California Highway Patrol (CHP) services is needed to provide enforcement, coordinate traffic control and assist with lane closures as needed for the duration of project. CHP has approved the agreement for a term of June 1, 2018 through October 30, 2020. Therefore, the Department is requesting that this agreement be ratified from the June 1, 2018 start date. CHP has not performed any work to date and services will commence after the start of construction.

Impact on Residents and Businesses

California Highway Patrol (CHP) services during the construction of this project will improve traffic safety through providing enforcement, coordination of traffic control and assisting with lane closures.

Construction is scheduled to begin in mid-August and will take approximately 18 months to complete. The interchange will remain open for the duration of the construction phase with the exception of limited short term closures, typically during night hours.

Additional Fiscal Information

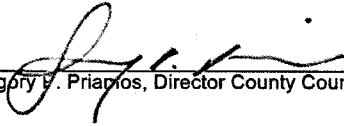
The Agreement includes the terms for which enforcement and patrol services are to be provided, and for reimbursement of costs to the CHP for such services not to exceed \$440,000 over the term of the Agreement.

ATTACHMENTS

Vicinity Map

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

Agreement



Gregory V. Priapos, Director County Counsel 7/13/2018

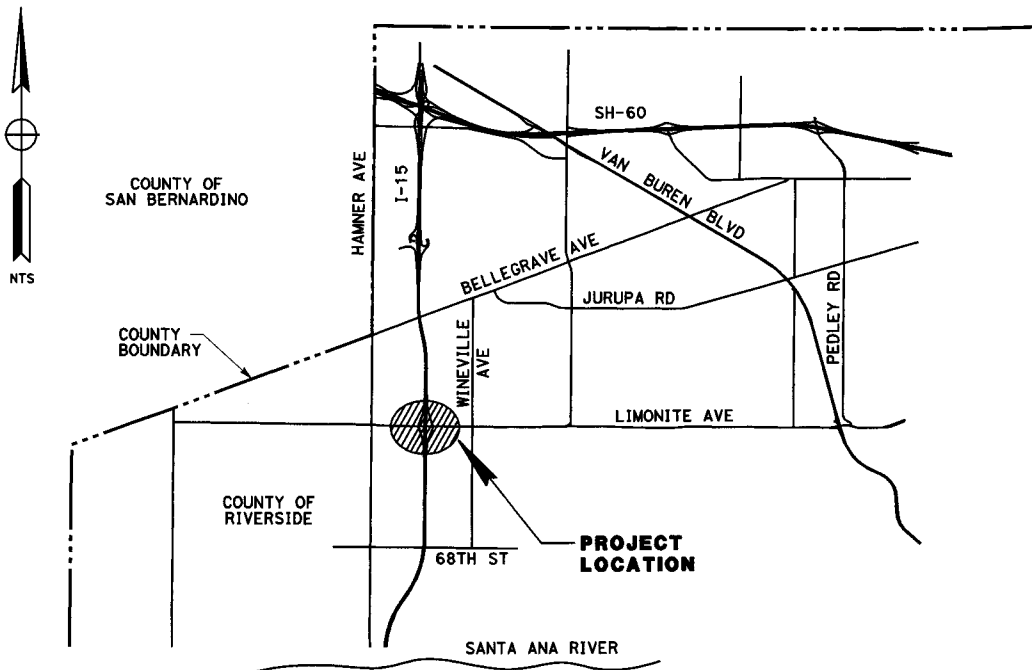
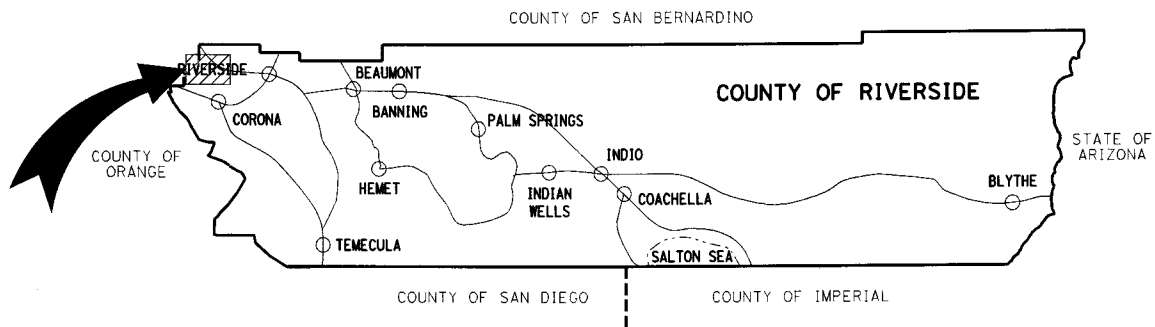
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

LIMONITE AVE AT INTERSTATE 15

INTERCHANGE IMPROVEMENTS

IN THE CITY OF EASTVALE AND THE CITY OF JURUPA VALLEY

PROJECT No. A3-0393



VICINITY MAP

TOWNSHIP 2S RANGE 6W SECTION 19/30
COUNTY ROAD BOOK PAGE No. 14E

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 31, 2018, that Chuck Washington, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. C18-010 between Riverside County and Department of California Highway Patrol providing: for the Reimbursement Costs of Traffic Enforcement Services associated with the Limonite Avenue/Interstate 15 Interchange Improvement Project.

Roll Call:

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

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

3.54

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.

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

AGREEMENT NUMBER

17R840000

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 through 10/30/2020

3. The maximum amount of this Agreement is: \$ 440,000.00
Four Hundred Forty 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 HARPER-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

CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside, through its Transportation Department

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

7/31/18

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)

[Signature]

DATE SIGNED (Do not type)

8-22-18

PRINTED NAME AND TITLE OF PERSON SIGNING

P. Sliney, Assistant Chief, Administrative Services Division

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General Services Use Only

[Signature]

APPROVED
SEP 19 2018
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:

FORM APPROVED COUNTY COUNSEL

BY *[Signature]* 7/31/18
KRISTINE BELL-VALDEZ DATE

JUL 31 2018 3.54

**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 provided by the CHP Riverside Area office.

These traffic enforcement services, Construction Zone Enhanced Enforcement Program (COZEEP) shall be provided during Upgrades and Improvements of the Limonite Avenue Over-Crossing, including the on and off ramps for Interstate I-5.

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 R. Pereyda, Riverside Area office		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	
Melissa Hall, 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	EMAIL	TELEPHONE NUMBER	
(916) 843-3611	mehall@chp.ca.gov	951-955-6899	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK (Continued)

4. Detailed description of work to be performed:

- A. **CHP Riverside Area office** shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the **CHP Riverside 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**.