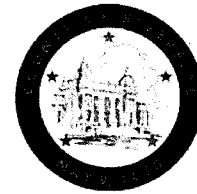


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.63
(ID # 8639)

MEETING DATE:
Tuesday, July 23, 2019

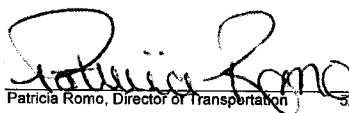
FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Adoption of Resolution No. 2019-164 Considering A Final Environmental Impact Report (SCH #2004111103) For the Mid County Parkway Project, More Specifically for the Interstate 215 Placentia Avenue Interchange Project, Making Responsible Agency CEQA Findings; Approval of the Cooperative Agreement by and between the County of Riverside and the Riverside County Transportation Commission for the funding of a traffic signal at the intersection of Harvill Avenue and Placentia Street in the community of Mead Valley; CEQA Nothing Further is Required; District 1. [\$210,000 Total Cost, \$3,000 Ongoing Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2019-164 Considering A Final Environmental Impact Report (SCH #2004111103) For the Mid County Parkway Project, More Specifically for the Interstate 215 Placentia Avenue Interchange Project, Making Responsible Agency Findings Pursuant To The California Environmental Quality Act, Adopting A Statement Of Overriding Considerations, Mitigation Monitoring And Reporting Plan, And Issuing Certain Limited Approvals For The Project;
2. Authorize the use of the West County Developer Impact Fee (DIF) Signal Mitigation Fund, including modifications to the DIF signal project list, for the design and installation of a traffic signal at the intersection of Harvill Avenue and Placentia Street in the community of Mead Valley;

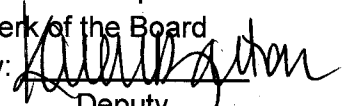
ACTION:Policy


Patricia Romo, Director of Transportation 7/22/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors (Continued)

3. Approve the Cooperative Agreement between the County of Riverside and the Riverside County Transportation Commission for funding toward the traffic signal in the amount of \$210,000;
4. Authorize the Chairman of the Board to execute the Cooperative Agreement on behalf of the County of Riverside; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 17,500	\$ 192,500	\$ 210,000	\$ 3,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Western County DIF Signal Mitigation Fund (100%). Ongoing cost paid by Gas Tax. There are no general funds being used for this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Commission (RCTC) is the lead agency for the design and construction of a new interchange on Interstate 215 (I-215) at Placentia Street. The interchange improvements will include a portion of the ultimate improvements envisioned for the Mid County Parkway.

Traffic volumes generated by existing development in combination with additional traffic expected from the new interchange will contribute to the need to install a traffic signal at the adjacent intersection of Placentia Street and Harvill Avenue. The County of Riverside (County, through its Transportation Department) and RCTC propose to equally fund the design and installation of the traffic signal. RCTC will provide all services to complete the traffic signal installation. The County will reimburse RCTC fifty percent of the actual cost incurred to design and construct the signal. The County will be responsible for the ongoing operation and maintenance of the signal.

Installation of the traffic signal is to be included as part of the construction of the interchange project, anticipated to begin in May 2020 and to be completed in May 2022.

As detailed in the Resolution, pursuant to CEQA, RCTC's Final Environmental Impact Report (EIR) was reviewed. The County, in its limited capacity as a Responsible Agency, finds that

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

RCTC's Final EIR adequately covered actions contemplated and certain limited approvals by the County, including the Cooperative Agreement, and no significant impacts will result from the Cooperative Agreement, the traffic signals installation at the intersection of Placentia Street and Harvill Avenue or County's operation and maintenance of the traffic signals. Although RCTC adopted a Mitigation Monitoring and Reporting Program and a Habitat Mitigation and Monitoring Plan (HMMP), no mitigation is required for the County's future operation and maintenance of traffic signals, and the County is not responsible for any construction related mitigation for this project, including any mitigation required and described in the HMMP. Therefore, nothing further is required under CEQA. Upon Board approval, the Clerk of the Board will file the attached NOD with the County Clerk.

County Counsel has approved the Agreement as to form.

Project No. C9-0058

Impact on Residents and Businesses


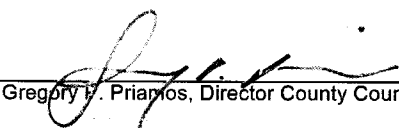
The installation of the traffic signal is expected to improve traffic operations of the roadways after the new interchange is opened. Placentia Street over I-215 will be closed for approximately 10 months to expedite completion of the project and RCTC will be working with the community and businesses prior to the commencement of construction.

Additional Fiscal Information

The County and RCTC will share the costs to design and install the signal. The estimated total cost for the traffic signal is \$420,000. The Department will reimburse RCTC fifty percent of the actual cost of the traffic signal estimated at \$210,000. Funding will be provided through the West County DIF Signal Mitigation Fund. Ongoing signal maintenance will be paid for using gas tax. There are no general funds being used for this project.

ATTACHMENTS:

- Vicinity Map
- Cooperative Agreement
- Resolution No. 2019-164
- Notice of Determination

 Jason Farin, Senior Management Analyst 7/16/2019  Gregory V. Priamos, Director County Counsel 7/11/2019

2
3 RESOLUTION NO. 2019-164

4
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 CONSIDERING A FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2004111103) FOR THE
7 MID COUNTY PARKWAY PROJECT, MORE SPECIFICALLY FOR THE INTERSTATE 215
8 PLACENTIA AVENUE INTERCHANGE PROJECT, MAKING RESPONSIBLE AGENCY FINDINGS
9 PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A
10 STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING AND
11 REPORTING PLAN, AND ISSUING CERTAIN LIMITED APPROVALS FOR THE PROJECT
12

13 **WHEREAS**, the County of Riverside (“County”) has been asked to issue certain limited approvals
14 for the Mid County Parkway Project (“MCP”), more specifically for the Interstate 215/Placentia Avenue
15 Interchange Project (“Project”) and its associated improvements to County maintained facilities, including
16 the traffic signal at Harvill Avenue and Placentia Avenue, bridge widening over the Southern California
17 Regional Rail Authority (SCRRA) rail road, and landscape/electrical/road maintenance associated with
18 Placentia Street within state highway right-of-way; and

19 **WHEREAS**, County’s certain limited approvals will also include entering into certain cooperative
20 and maintenance agreements with various public agencies including the Riverside County Transportation
21 Commission (“RCTC”), California Department of Transportation (“CalTrans”), the City of Perris, and
22 SCRRA; and

23 **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code section
24 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations section 15000 et seq.)
25 (“CEQA”) an Environmental Impact Report (“EIR”) for the MCP was previously prepared, certified, and
26 adopted (Resolution No. 15-006) by RCTC, as the CEQA lead agency, in April 2015 (State Clearinghouse
27 No.2004111103); and

28 **WHEREAS**, review of the MCP was also conducted under the National Environmental Policy Act

FORM APPROVED COUNTY COUNSEL
BY: *Stephan M. Gunzel* DATE: *7-10-19*
STEPHAN M. GUNZEL

1 (“NEPA”) by the Federal Highway Administration (“FHWA”) in conjunction with Caltrans, and the
2 environmental impact statement and Project were approved in August 2015; and

3 **WHEREAS**, on July 11, 2018, as a result of minor modifications to the MCP, RCTC approved the
4 CEQA Re-Validation and adopted Resolution No. 18-013 and the First Addendum to the EIR; and

5 **WHEREAS**, on January 31, 2019, RCTC approved the CEQA Re-Validation and adopted
6 Resolution No. 19-002 and the Second Addendum to the EIR; and

7 **WHEREAS**, the Second Addendum of the EIR considered minor design refinements to the MCP
8 and Project, including slightly adjusted ramp alignments, designation of bike lanes, rerouting of a sewer
9 line, replacement of an existing culvert, addition of new drainage basins, addition of new traffic signals,
10 and acquisition of additional right-of-way; and

11 **WHEREAS**, the above-mentioned Environmental Impact Resolutions and Addenda shall
12 hereinafter collectively be referred to as the “CEQA Documents;” and

13 **WHEREAS**, the County has more limited approval and implementing authority over the Project
14 and thus serves only as a responsible agency for the Project pursuant to the requirements of CEQA; and

15 **WHEREAS**, the County, as a responsible agency, has verified that the CEQA Documents
16 adequately analyzes the potential environmental impacts associated with the County’s limited role as a
17 responsible agency in the implementation of the Project; and

18 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

19 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of
20 Supervisors of the County of Riverside, in regular session assembled on July 23, 2019, in the meeting room
21 of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon
22 Street, Riverside, California, based upon the evidence and testimony presented on the matter, both written
23 and oral, including the EIR as it relates to the Project, that:

24 **SECTION 1. Incorporation of Recitals.** The above recitations constitute findings of the Board with
25 respect to the Project and are incorporated herein.

26 **SECTION 2. CEQA Actions.**

27 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance.

28 As the decision-making body for the County, and in the County’s limited role as a

1 responsible agency under CEQA, the County has received, reviewed, and considered
2 the information contained in the CEQA Documents, which also includes the Final
3 Environmental Impact Report for the Project, the Initial Study, all comment letters,
4 and other related documents. Based on this review, the County finds that, as to those
5 potential environmental impacts within the County's powers and authorities as
6 responsible agency, that the EIR for the Project contains a complete, objective, and
7 accurate reporting of those potential impacts and reflects the independent judgment
8 and analysis of the County.

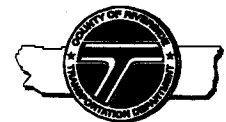
9 (b) CEQA Findings on Environmental Impacts. In its limited role as a responsible
10 agency under CEQA, the County finds that there are no feasible alternatives to the
11 Project which would avoid or substantially lessen the Project's potentially significant
12 environmental impacts but still achieve most of the Project's objectives. The County
13 further finds that the mitigation measures imposed by the lead agency are sufficient
14 to reduce all potentially significant impacts to a level of less than significant. As
15 such, the County concurs with the environmental findings adopted by the RCTC as
16 the lead agency, which can be found in the Office of the Riverside County
17 Transportation Commission located at 4080 Lemon Street, 3rd Floor, Riverside, CA
18 92501 and therefore the County adopts those findings as its own and incorporates
19 them herein.

20 (c) Adoption of Mitigation Monitoring and Reporting Program. The County hereby
21 approves and adopts the Mitigation Monitoring and Reporting Program prepared for
22 the Project and approved by RCTC, the lead agency, which can be found in the Office
23 of the Riverside County Transportation Commission located at 4080 Lemon Street,
24 3rd Floor, Riverside, CA 92501 and incorporated herein.

25 **SECTION 3. Approval of the Project.** As required by State CEQA Guidelines section 15096 and
26 in its limited role as responsible agency under CEQA, the Board hereby approves the Project.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.



Date

Initial

Via transp.

NOTICE OF DETERMINATION COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

SCH# 2004111103

PROJECT NAME: Interstate 215 @ Placentia Avenue Interchange Project: Agreements

DESCRIPTION AND LOCATION: The County of Riverside (County) proposes to enter into cooperative and maintenance agreements with public agencies related to the Interstate 215/Placentia Avenue Interchange Project. Improvements to County maintained facilities include installation and operation of a traffic signal at Placentia Avenue and Harvill Avenue, Placentia Avenue Overhead Bridge widening over the Southern California Regional Rail Authority rail road and landscape/electrical/road maintenance associated with Placentia Avenue within state highway right of way.

The I-215 Placentia Avenue Interchange Project is a part of the Mid County Parkway (MCP) project for which an Environmental Impact Report (EIR) was certified by the Riverside County Transportation Commission (Commission) on April 8, 2015 and adopted the First Addendum to the EIR on July 11, 2018 and the Second Addendum to the EIR on January 31, 2019. The EIR and Addendums to the EIR are available for review at Commission offices, 4080 Lemon St., 3rd floor, Riverside CA 92501.

1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. An Environmental Impact Statement was prepared for this project pursuant to the provisions of NEPA.
4. An Environmental Commitments Record/Mitigation Monitoring Reporting Plan was adopted.
5. The County is a responsible agency under CEQA for the project, and the County has considered the information contained in the CEQA Documents and determined that the CEQA Documents contain a complete, objective and accurate reporting of potential environmental impacts.
6. The County concurs with the environmental findings adopted by the lead agency.
7. The County finds that the cooperative and maintenance agreements related to the project is within the scope of the CEQA Documents. Implementation of the agreements and operation and maintenance of the traffic signal are actions in furtherance of the project and is consistent with characteristics evaluated in the Documents.
8. A statement of Overriding Considerations was adopted.

<u>Mary Zambon</u>	Title	Environmental Project Manager	Date	<u>7/10/19</u>
Mary Zambon				
<u>Patricia Romo</u>	Title	Director of Transportation	Date	<u>7/11/2019</u>
Patricia Romo				

HEARING BODY OR OFFICER

XX Board of Supervisors
 _____ Planning Commission

ACTION ON PROJECT

X Approval
 _____ Disapproval

Date:

July 23, 2019

JUL 23 2019 3.03

Verifying: Karen W. Gorton Title: Board Assistant Date: 7/23/19

For County Clerk Use

DATE: July 10, 2019

TO: Kiyomi Moore, ACR Technician III

MZambon
FROM: Mary Zambon, Environmental Project Manager

**RE: Notice of Determination for the I-215 @ Placentia Interchange Project:
Agreements**
Work Order # Z9 77137 Task Code# Z1010

The Riverside County Transportation Department is requesting that you post the attached Notice of Determination for the I-215 @ Placentia Interchange Project: Agreements.

A Fish & Game filing fee in the amount of \$ 3,321.00 is required for the project. Attached you will find an authorization to bill by journal voucher in the amount of \$3,321.00 (\$3,271.00 for the Fish & Game filing fee and \$50.00 for your posting fee).

After posting, please return the document to Mail Stop #2136, Attention: Mary Zambon. If you have any questions, please contact me at 5-6759.

Attachment

cc:file

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-
537280-20000-3130500000 Z977137 Z1010

AUTHORIZATION

NUMBER: W.O. # Z9 77137 Task Code Z1010

AMOUNT: \$3,321.00 (\$50.00 for the posting fee and \$3,271.00 for the Fish & Game fee)

DATE: July 10, 2019

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Project Manager

Signature: Mary Zambon

-TO BE FILED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

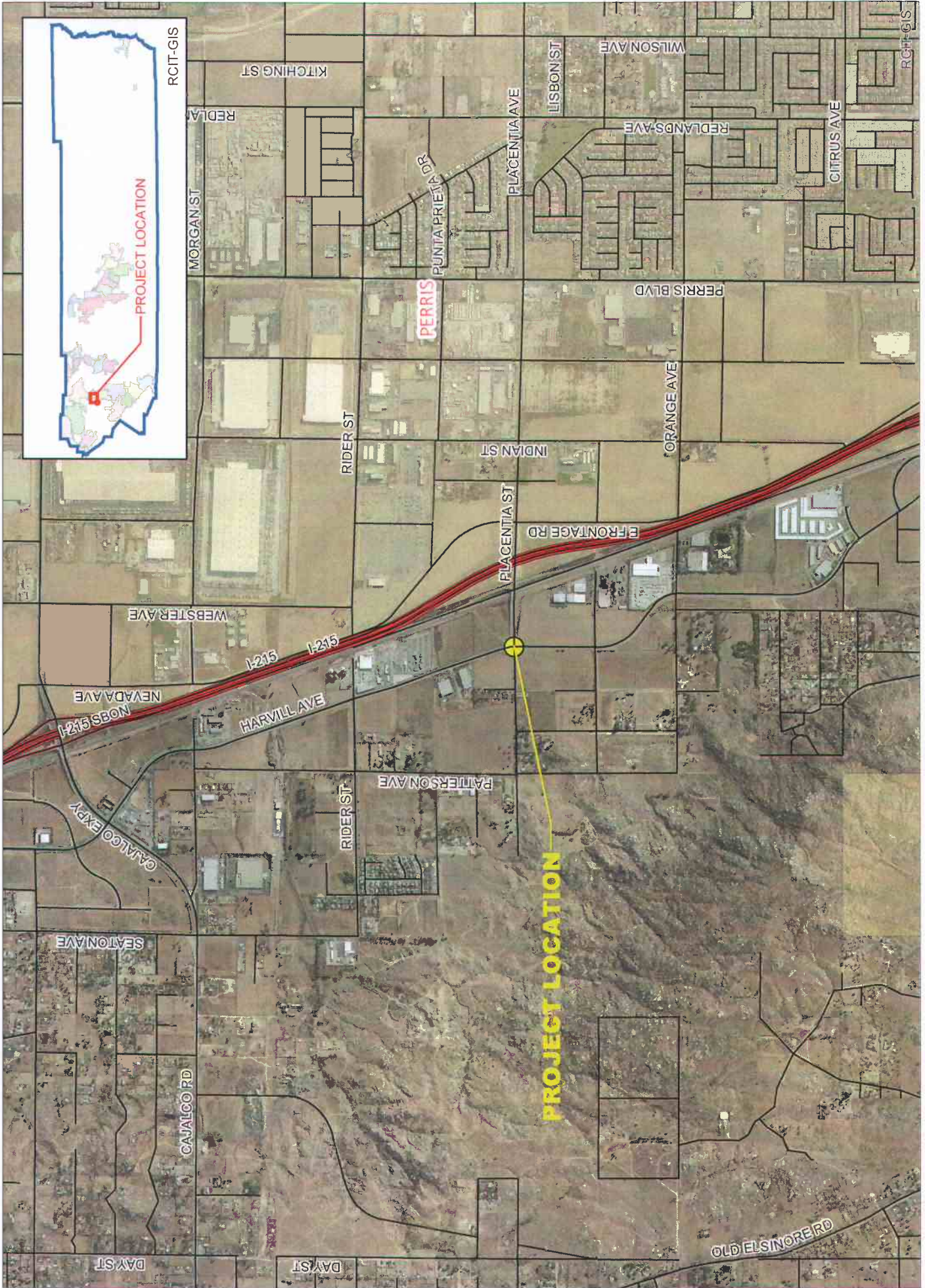
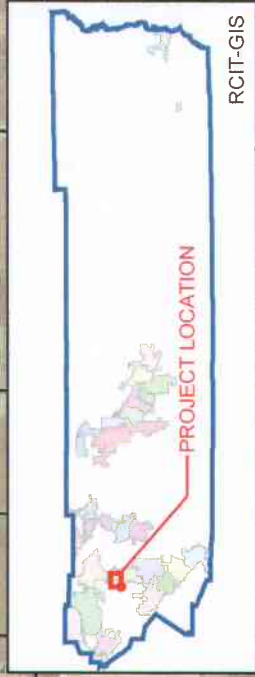
RECEIPT # (S) -

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 Feet
 1 inch = 2,000 feet
 Orthophotos Flown 2016
 Printed by Kising on 4/18/2019

VICINITY MAP HARVILL AVE AND PLACENTIA ST



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.



RCIT-GIS

RCIT-GIS

**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE COUNTY OF RIVERSIDE
THROUGH ITS TRANSPORTATION DEPARTMENT
FOR INSTALLATION OF TRAFFIC SIGNAL
AT HARVILL AVENUE AND PLACENTIA STREET
AS PART OF THE I-215 PLACENTIA AVENUE INTERCHANGE**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this 23rd day of July, 2019 by and between the Riverside County Transportation Commission ("RCTC") and the County of Riverside, a political subdivision of the state of California, through its Transportation Department ("Department"). RCTC and the Department are sometimes referred to herein individually as ("Party"), and collectively as ("Parties").

RECITALS

WHEREAS, RCTC is undertaking the Mid County Parkway project ("MCP"), which includes improvements to the I-215 Placentia Avenue Interchange ("Placentia IC").

WHEREAS, the Placentia IC portion of the MCP maintains four way stop sign at the intersection of Harvill Avenue and Placentia Street.

WHEREAS, the four way stop sign at the intersection of Harvill Avenue and Placentia Street needs to be replaced with a Traffic Signal to maintain acceptable traffic operations of the roadways after the Placentia IC is opened, and the Parties have agreed to share in the cost of the Traffic Signal.

WHEREAS, the "Project" as that term is used in this Cooperative Agreement shall mean and refer to installation of the Traffic Signal and related improvements necessary for the installation of the Traffic Signal, as further detailed in Exhibit "A".

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, all as further set forth herein.

WHEREAS, pursuant to the terms of this Cooperative Agreement, RCTC shall

complete the Project utilizing the same consultants and construction contractor ("Contractor") selected for completion of the Placentia IC.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the Department as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is accepted by the Department ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public.

3.1 The scope of work for the Project is attached to this Cooperative Agreement as Exhibit "A" and incorporated herein by reference.

4. Obligations of the Department.

4.1 The Department shall deposit funds with RCTC for the Department's share of Project costs to be incurred under this Cooperative Agreement in accordance with the cost allocation set forth in Exhibit "B" attached hereto and incorporated herein by reference, and with the provisions below. The Parties agree that the dollar amounts set forth in Exhibit "B" are estimates, and the Department shall reimburse RCTC for the actual cost incurred by RCTC in completing the Project, in accordance with the cost allocation set forth in Exhibit "B". RCTC shall timely inform the Department if the actual costs are anticipated to exceed the amounts set forth in Exhibit "B," and the Parties shall execute a written amendment to reflect the actual costs accordingly.

4.2 After RCTC opening of construction contract bids, the Department shall deposit its share of the cost to prepare plans and specifications for the Project, and its share of Project construction cost, including construction support costs, in the amounts set forth in Exhibit "B" within thirty (30) days receipt of written notice from RCTC.

4.3 The Department may provide a Department oversight engineer to oversee the work during plan preparation and construction, at its own cost.

4.4 The Department shall make payments of undisputed invoices with supporting documentation, for amounts in excess of the amounts deposited as set forth above and memorialized in a written amendment signed by both Parties, within thirty (30) days following the Department's receipt thereof from RCTC.

4.5 The Department shall issue any encroachment permits required for the Project at no cost to RCTC or the Contractor.

4.6 The Department shall timely review design plans for the Project, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the Department fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Transportation Director of the Department that the design plans shall be deemed approved by the Department if no comments are received within an additional fifteen (15) days.

4.7 The Department shall inspect the Project upon written notice of completion of the work by RCTC to the Department, and shall provide acceptance or identify any punch list work within fifteen (15) days.

4.8 Following acceptance of the Project, the Department, as the owner of the Project, shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC.

5. Obligations of RCTC

5.1 RCTC shall be responsible for providing all services to complete the Project, as identified in Exhibit "A" and Exhibit "B", or as reasonably necessary for Project completion. RCTC shall be responsible for the process of selecting Project consultants and the Contractor in compliance with all applicable local, state and federal laws. RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project.

5.2 RCTC shall utilize the funds deposited by the Department for completion of the Project. RCTC shall provide the Department with records or invoices detailing use of the funds in a form acceptable to the Department.

5.3 If the deposited funds are insufficient for Project completion, after the execution of a written amendment signed by both Parties, RCTC shall invoice the Department for additional Project costs in accordance with the cost allocation in Exhibit "B". Invoices shall be in a form acceptable to the Department.

5.4 If the deposited funds exceed the amount necessary for Project completion, RCTC shall return the Department's unused funds within thirty (30) days of the Department's acceptance of the Project.

5.5 RCTC shall provide the Department an opportunity to review and approve all design documents for the Project.

5.6 RCTC shall provide the Department an opportunity to inspect the Project work during construction.

5.7 In the event the Department and RCTC are in disagreement with a design standard or construction method for installation of the traffic signal, Department's standards shall prevail.

5.8 RCTC shall obtain or shall require the Contractor to obtain all required permits and approvals for all Project work.

5.9 RCTC shall include, in its contracts with Project consultants and with the Contractor, a requirement that the Project consultants and Contractor include the Department, its officers, employees and agents as additional insureds and as indemnified parties under said contracts. Insurance shall be in the same amounts and with the same provisions as provided for the benefit of RCTC.

5.10 As between RCTC and the Department, RCTC and its consultants shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow Department staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. Department inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. Department has the final authority to accept the improvements.

5.11 RCTC shall assign all warranties for the Contractor work to the Department upon Department's acceptance of the Project.

6. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director and the Department's Director of Transportation for negotiation. The Executive Director and the Director of Transportation agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

7. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the Director of Transportation, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

8. Indemnification.

8.1 RCTC shall indemnify, defend and hold the Department, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.2 The Department shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the Department, its officials, officers, employees, agents, consultants or contractors in the performance of the Department's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.3 The indemnification provisions set forth in this Section 8 shall survive any expiration or termination of this Cooperative Agreement.

9. Disclaimer. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and the Parties expressly disclaim any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

10. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

11. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing. The Executive Director and the Department Director of Transportation shall be authorized, without further approval, to amend Exhibit "B" to reflect actual Project costs, provided that costs allocated to the Department do not exceed 10% of the Department costs set forth in Exhibit "B".

12. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

13. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

15. Termination. Both RCTC and Department shall have the right at any time, to terminate this Cooperative Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other Party, specifying the date of termination. The Department shall reimburse RCTC for all costs incurred prior to the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, the Department may only terminate this Cooperative Agreement for cause, after providing RCTC notice of such cause, and reasonable opportunity to cure.

16. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

17. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

18. Relationship of the Parties. RCTC is, for purposes relating to this Cooperative Agreement, an independent contractor of Department and shall not be deemed an employee of Department. It is expressly understood and agreed that RCTC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits

to which Department employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties and RCTC shall hold Department harmless from any and all claims that may be made against Department based upon any contention by a third party that an employer-employee relationship exists by reason of this Cooperative Agreement.

19. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

DEPARTMENT:
Riverside County
Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Director of Transportation

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

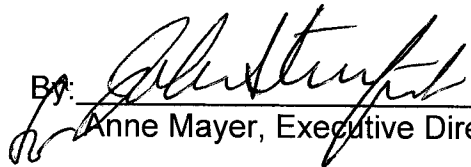
20. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[SIGNATURES ON FOLLOWING PAGE]

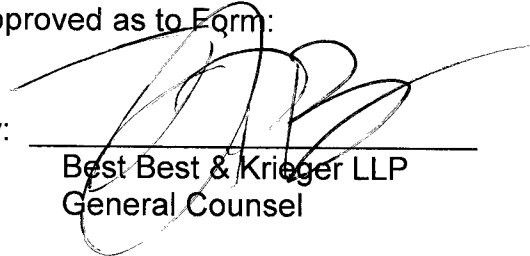
**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 18-73-162-00**

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**


By: 
Anne Mayer, Executive Director

Approved as to Form:

By: 
Best Best & Krieger LLP
General Counsel

COUNTY OF RIVERSIDE

Approved by the
BOARD OF SUPERVISORS

By: 
KEVIN JEFFRIES
Chairman of the Board

Recommended for Approval:

By: 
PATRICIA ROMO
Director of Transportation

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: 
Deputy

(SEAL)

Approved as to Form:
GREGORY P. PRIAMOS
County Counsel


By:  5/30/19
DANIELLE MALAND
Deputy County Counsel

EXHIBIT "A"
PROJECT DESCRIPTION

RCTC will cause to be prepared PS&E for new traffic signal at Placentia Street/Harvill Avenue based on the design requirements of Caltrans and County of Riverside.

The Project will provide an interconnect between the traffic signal at Placentia Street/Harvill Avenue and the adjacent intersection at Southbound I-215 Entrance/Exit Ramps.

Plans will be prepared to include traffic signal, video detection cameras, and installation of advance traffic signal signs and pavement markings on Harvill Avenue and Placentia Street.

Curb/gutter and curb ramps, per Department standards, are required at all curb returns to protect traffic signal poles and are required to the extent to appropriately convey drainage. No other sidewalk improvements west of the centerline of Harvill Avenue are included as part of the work.

The design will incorporate new drainage features and/or modifications to existing drainage features, including but not limited to inlet structures, culvert pipes and curb/gutter, as necessary to convey drainage through, around and/or under proposed intersection improvements.

The traffic signals are to be placed within existing right-of-way on the west side of Harvill Avenue and/or Placentia Street, based on the County's request to avoid right of way impacts. Signal pole locations may be placed in interim locations to avoid right-of-way impacts and acquisition. Upon approval by Department, improvements may be placed on the real property located at the southwest corner of Harvill Avenue and Placentia Street, which is owned by the County of Riverside and managed by Department.

Exhibit A

EXHIBIT "B"
COST ALLOCATION

Contract Item of Work	Estimated Cost ¹	RCTC	County Transportation Dept.
Traffic Signal Cost Sharing			
Harvill Avenue/Placentia Street Traffic Signal Construction cost	\$350,000	50%	50%
Required R/W easement for signals	\$0	50%	50%
Cost to prepare plans & specs (10% of construction cost)	\$35,000	50%	50%
Construction Support (10% of construction cost)	\$35,000	50%	50%
Environmental Reevaluation Cost	\$0	50%	50%
Operations & Maintenance	Actual	0%	100%

¹ Estimated cost includes 10% contingency

Exhibit B