

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



ITEM: 3.25
(ID # 11413)

MEETING DATE:

Tuesday, April 21, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative Agreement between the Riverside County Transportation Commission and the County of Riverside for the Installation of the Mead Valley Monument; CEQA Finding That Nothing Further is Required. Community of Mead Valley, District 1. [\$33,750 Total Cost - Improvement Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement for the Mead Valley Monument, as part of the Mid County Parkway Project, has been adequately analyzed pursuant to the California Environmental Quality Act ("CEQA") as further described in the earlier adopted County Board of Supervisor's Resolution No. 2019-164 making responsible agency CEQA findings related to its certain limited approvals for the Mid County Parkway Project, and therefore that nothing further is required under CEQA; and
2. Approve the Cooperative Agreement between Riverside County Transportation Commission (RCTC) and the County of Riverside through its Transportation Department for installation of the Mead Valley Monument near the I-215 SB Off-Ramp and Placentia Street as part of the I-215 Placentia Avenue Interchange Project, at a reimbursement amount not to exceed \$33,750; and authorize the Chairman of the Board to execute the same.

ACTION: Policy


Patricia Romo, Director of Transportation 3/31/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: April 21, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 33,750	\$ 0	\$ 33,750	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Combined Improvement Funds (100%). There are no general funds being used for this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

A new freeway interchange is proposed to be constructed on Interstate 215 (I-215) at Placentia Avenue ("Interchange Project"). The Riverside County Transportation Commission (RCTC) is the lead agency for the Interchange Project and construction is anticipated to take place from fall 2020 to fall 2022. The interchange improvements will include a portion of the ultimate improvements envisioned for the Mid County Parkway.

The east portion of the Interchange Project is located within the City of Perris, and the west portion of the Interchange Project is located within the County of Riverside unincorporated community of Mead Valley.

As part of the Interchange Project, RCTC intends to install monuments and signage to identify entry into the City of Perris with funding provided by the City of Perris. RCTC also has the ability to install a monument sign identifying entry into the unincorporated community of Mead Valley with funding provided by the County of Riverside. The Mead Valley monument sign would be placed on the north side of Placentia Street, between the proposed I-215 southbound on/off ramps and Harvill Avenue.

The Cooperative Agreement for the Mead Valley Monument sets forth the terms by which RCTC will install the monument and the County will reimburse RCTC for the cost.

The County of Riverside Board of Supervisors ("Board"), as responsible agency, made responsible agency CEQA findings for its certain limited approvals related to approving the Interstate 215/Placentia Avenue Interchange Project, for which the Mead Valley Monument is a part, through Resolution No. 2019-164 adopted by the Board at its regular meeting on July 23, 2019. Pursuant to CEQA, no significant impacts will result from the approval of the Cooperative Agreement for the Mead Valley Monument. Although RCTC adopted a Mitigation Monitoring and Reporting Program and a Habitat Mitigation and Monitoring Plan (HMMP), no mitigation is required for the construction and maintenance of the monument. Therefore, nothing further is required under the California Environmental Quality Act (CEQA) for the approval and execution of the operative Agreement for the Placentia Avenue Overhead Bridge Widening.

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STATE OF CALIFORNIA**

County Counsel has approved the agreement as to form.

Project No. C9-0058

Impact on Residents and Businesses

The construction of the I-215/Placentia Street Interchange project is anticipated to improve public safety and circulation in the Mead Valley and City of Perris areas due to increased traffic volumes. The proposed monument will identify entry into the unincorporated community of Mead Valley.

Additional Fiscal Information

RCTC would include the Mead Valley monument as part of the construction contract for the Interchange Project with reimbursement by the County in an amount not to exceed \$33,750, which is based on an estimated cost provided by RCTC with a contingency. The monument would be funded through the use of Combined Improvement Funds. There are no County general funds being used for this project.

ATTACHMENTS:

Agreement

Vicinity Map



Jason Farin, Senior Management Analyst

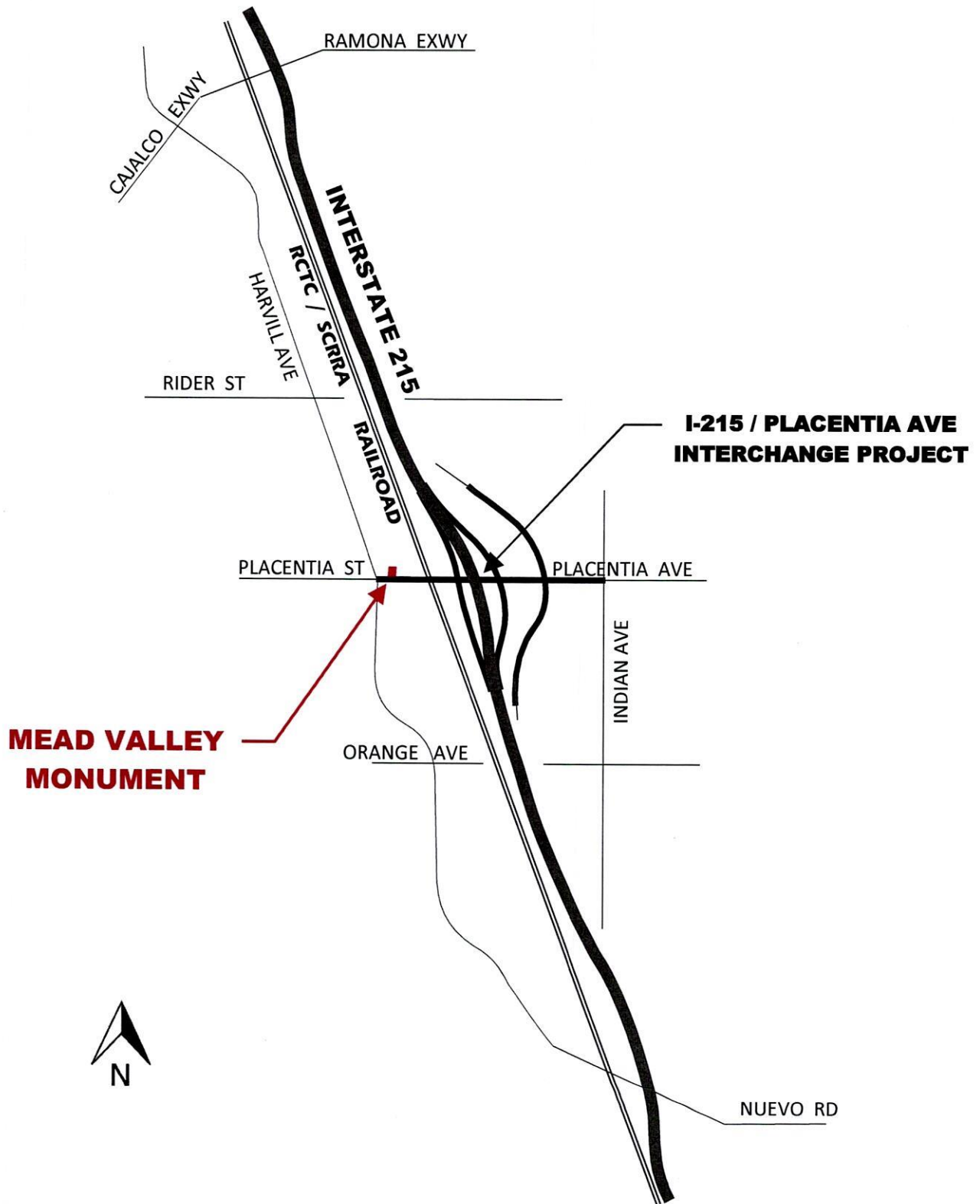
4/14/2020



Gregory F. Priamos, Director County Counsel

4/8/2020

VICINITY MAP



**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE COUNTY OF RIVERSIDE
THROUGH ITS TRANSPORTATION DEPARTMENT
FOR INSTALLATION OF MEAD VALLEY MONUMENT
NEAR THE I-215 SB OFF-RAMP AND PLACENTIA STREET
AS PART OF THE I-215 PLACENTIA AVENUE INTERCHANGE**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this 21st day of April, 2020 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 Department requested the installation of the Mead Valley Monument near the I-215 SB Off-Ramp and Placentia Street, and the Parties have agreed to that the Department will fund the cost of the Monument.

WHEREAS, the "Project" as that term is used in this Cooperative Agreement shall mean and refer to installation of the Mead Valley Monument and related improvements necessary for the installation of the Monument, 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.

3.2 The concept exhibit for the monument sign is attached to this Cooperative Agreement as Exhibit "B" and incorporated herein by reference.

3.3 The vicinity map for the monument sign is attached to this Cooperative Agreement as Exhibit "C" and incorporated herein by reference.

4. Obligations of the Department.

4.1 The Department shall deposit with RCTC the total sum of \$25,000.00 ("Estimated Cost"), which amount represents the total estimated Project costs to be incurred under this Cooperative Agreement. The Parties agree that the Estimated Cost is an estimate, and the Department shall reimburse RCTC for the actual cost incurred by RCTC in completing the Project. RCTC shall timely inform the Department if the actual costs are anticipated to exceed the Estimated Cost, and the Parties shall execute a written amendment to reflect the actual costs accordingly.

4.2 RCTC shall open the construction contract bids and notify the Department in writing of the contract bid price for the Project ("Bid Price"). Within 10 business days after such notice, the Department shall inform RCTC of acceptance or rejection of the Bid Price. If the Bid Price is less than 35% above the Estimated Cost, and the Department fails to accept or reject the Bid Price within the time period specified in this section, then the Bid Price shall be deemed accepted by the Department. If the Bid Price is greater than 35% above the Estimated Cost, and Department fails to accept or reject the Bid Price within the time period specified in this section, then the Bid Price shall be deemed

rejected by the Department. If accepted, RCTC shall invoice the Department and the Department shall deposit the Estimated Cost within thirty (30) days receipt of RCTC's invoice.

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 Estimated Cost 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 The Department shall be responsible for securing service from the electric provider.

4.9 Following acceptance of the Project, the Department, as the owner of the Project, shall be solely responsible and liable for maintenance, including graffiti removal, and repair 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", 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 include the Project on an alternate schedule for contractors to bid so that the Department may review the Bid Price for approval.

5.3 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.

5.4 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. Invoices shall be in a form acceptable to the Department.

5.5 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.

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

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

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

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

5.10 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.

5.11 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.

5.12 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 this Agreement to increase the Estimated Cost provided that such amount does not increase the Estimated Cost by more than ten percent (10%).

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

RCTC:
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. Electronic Delivery of Agreement. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. 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]

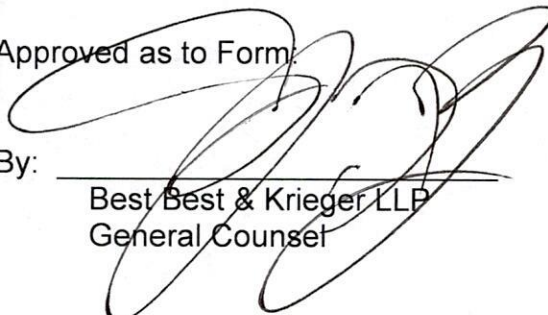
**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 20-31-063-00**

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

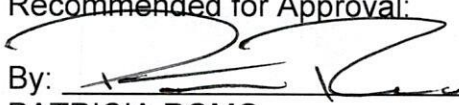
Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

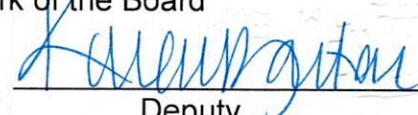
COUNTY OF RIVERSIDE

Approved by the
BOARD OF SUPERVISORS


By: 

V. MANUEL PEREZ
Chairman of the Board

Recommended for Approval:

By: _____
PATRICIA ROMO
Director of Transportation

ATTEST:
KECIA R. HARPER
Clerk of the Board
By: 

Deputy

Approved as to Form:
GREGORY P. PRIAMOS
County Counsel
By: 

KRISTINE BELL-VALDEZ
Deputy County Counsel

EXHIBIT "A"
PROJECT DESCRIPTION

RCTC will cause to be prepared PS&E and construct as part of the I-215/Placentia Avenue Interchange Project for a new Mead Valley Monument in the vicinity of the southbound I-215 Off-Ramp and Placentia Street based on the design requirements of County of Riverside.

Plans and specifications will be prepared to include the Mead Valley Monument Design, grading, electrical conduit for lighting, and lighting fixture for the Monument, as depicted on the Monument Concept Exhibit attached hereto as Exhibit "B" and made a part hereof.

The Monument is to be placed within existing street right-of-way on the north side of Placentia Street between the I-215 SB Off-Ramp and Harvill Avenue, as shown on the Vicinity Map attached hereto as Exhibit "C" and made a part hereof.

EXHIBIT "B"
MONUMENT CONCEPT EXHIBIT



EXHIBIT "C"

VICINITY MAP

