

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *[Signature]*

BOARD AGENDA # \*C-3

Urgent  Routine

AGENDA DATE May 24, 2011

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of Restroom Facilities at the Patterson Intermodal Bus Transfer Facility

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding between the City of Patterson and Stanislaus County for the design, development and construction of restroom facilities at the Patterson Intermodal Bus Transfer Facility.
2. Authorize the Chief Executive Officer and the Director of Public Works to sign a Memorandum of Understanding between the City of Patterson and Stanislaus County for restroom facilities at the Patterson Intermodal Bus Transfer Facility.

FISCAL IMPACT:

Funds necessary to cover the project costs will be provided through State Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA), Proposition 1-B, Transit funds and City of Patterson monies. With contingencies, the project has an estimated cost of \$127,000 and will be funded with \$105,000 of County PTMISEA Proposition 1-B Transit funds, \$20,000 of City of Patterson Park Development fees and \$2,000 of waived City of Patterson administrative construction fees. This project is included in Stanislaus County's Capital Improvement Plan and will not have a fiscal impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-319

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:

ATTEST: *[Signature: Christine Ferraro]*  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of Restroom Facilities at the Patterson Intermodal Bus Transfer Facility

**DISCUSSION:**

The Department of Public Works Transit Division recommends the Stanislaus County Board of Supervisors approve entering into a Memorandum of Understanding (MOU) with the City of Patterson for the design, development and construction of restroom facilities at the Intermodal Bus Transfer Facility Project (Project) in the city limits of Patterson.

With the increased population on the westside of Stanislaus County (County) and as the need for transit services has grown, the need for an improved bus transfer facility was apparent. The Public Works - Transit Division, in partnership with the City of Patterson, completed the regional Phase I project of the transfer facility improvements in the Summer of 2010 by moving the bus transfer facility to South Salado Avenue between Plaza Circle and Highway 33.

For Phase II of the project, it is being proposed to build a restroom adjacent to the improved transfer site in South Park for the convenience of Stanislaus Regional Transit (StaRT) bus drivers and StaRT passengers arriving from and departing to areas on the westside of the County, Modesto and Turlock. Currently four StaRT services, Routes 40 and 45 and Newman and Patterson Dial-a-Rides, use the new transfer site. The restroom facilities would also benefit Patterson and westside County residents using South Park during outings and/or park events. The new park restroom facility would be regionally beneficial and would help assure goodwill with the nearby businesses by preventing the businesses from being disturbed by passengers or by people using South Park wishing to use their restroom facilities. See Exhibit 1 for the proposed site location.

The Project will entail a final design of the proposed improvements, acquisition of all necessary permits, installation of sewer, water and electrical infrastructure, construction of the restroom and minor landscape repairs and improvements. The City of Patterson shall act as Project Administrator providing oversight and responsibility for the design, bid and construction of the project. The County shall act as Contract Administrator for the project and shall approve payments for eligible project costs.

Upon completion of the project, the City of Patterson will retain ownership of all facilities and will be responsible for the costs of all maintenance and upkeep of the facilities. City of Patterson staff has estimated this annual cost to be \$12,613. Upon completion of the project, the County will have no future financial responsibility for the project.

The Patterson City Council approved entering into the MOU with the County at its April 5, 2011 meeting.

**Approval to Enter into a Memorandum of Understanding with the City of Patterson for the Design, Development and Construction of Restroom Facilities at the Patterson Intermodal Bus Transfer Facility**

The Project has a cost estimate of \$127,000 and will be funded with \$105,000 of County PTMISEA Proposition 1-B Transit funds and \$20,000 of City of Patterson Park Development fees. The City of Patterson has also agreed to waive their construction administration fee of \$2,000 for the project. See Exhibit A of the MOU for the cost breakout for the project. The PTMISEA funds are derived from the State Proposition 1-B that was passed by state voters in November 2006 that provided funds for transit and road projects. These funds are from the Transit allocation.

The tentative project completion date is Summer 2011.

**POLICY ISSUES:**

This action is consistent with the Boards' priority of A Well-Planned Infrastructure System in that it takes advantage of one-time funding to improve services and facilities for County residents. This action is also consistent with the Board's priority of Effective Partnerships in that this project is a partnership between the Stanislaus County and the City of Patterson.

**STAFFING IMPACT:**

There are no staffing impacts associated with this action.

**CONTACT PERSON:**

Brad Christian, Public Works. Telephone: 209-525-7538.

BC:lc

H:\BradChristian\BOS\1011\Patterson Transfer Phase II\BOS Patterson Tranfer Facility Phase II\_BOS 5.24.11

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PATTERSON AND STANISLAUS COUNTY  
FOR THE  
PATTERSON BUS STOP RESTROOM FACILITY PROJECT**

This Memorandum of Understanding is made and entered by and between the City of Patterson (“City”) and the County of Stanislaus (“County”) for the Patterson Bus Stop Restroom Facility Project, on May 27, 2011.

WHEREAS, the City of Patterson downtown South Park has become the hub for westside County residents utilizing public transit to make bus transfers to other parts of the County and region. The construction of a new larger transfer facility was recognized as important to accommodate current and future transit ridership. The construction of a new bus transfer facility, a partnership between the County of Stanislaus and the City of Patterson, was completed in summer 2010 to address these needs; and

WHEREAS, because of the increased usage of the transfer facility, the need for restroom facilities at South Park has been recognized to address the needs of Stanislaus Regional Transit (StaRT) passengers and bus drivers; and

WHEREAS, this project involves the design, development and construction new restroom facilities at the new transfer facility for all westside County services, including StaRT Routes 40 and 45 and Patterson and Newman Dial-a-Rides that carry passengers east to Turlock, north to Westley, Grayson and Modesto and south to Newman, Crows Landing and Gustine; and

WHEREAS, the addition of a restroom at South Park adjacent to the new transfer facilities will not only benefit StaRT passengers and drivers, it will also benefit City of Patterson and westside County residents who use the park facilities. The new park restroom facility will therefore be regionally beneficial and will also help assure goodwill with nearby businesses by preventing the businesses from being disturbed by bus passengers or people using South Park wishing to use their restroom facilities; and

WHEREAS, this project has clear regional benefits to the residents of Stanislaus County in that it improves facilities to encourage use of transit services to and from the County’s westside to transit centers in Modesto and Turlock that provide access to Greyhound and Amtrak services; and

WHEREAS, the project cost is estimated to be \$127,000, as shown in Exhibit A, and will be funded by a combination of County of Stanislaus and City of Patterson monies.

NOW THEREFORE, the County and City mutually agree as follows:

#### CITY OBLIGATIONS

- 1.0 The City shall act as Project Administrator providing oversight and responsibility for the design and construction of the project.
- 2.0 The City or its authorized designee will perform all aspects of planning and engineering including, but not limited to, clearance from all utilities, environmental certifications, if necessary, maps, documentation, preliminary and final design drawings and related analysis.
- 3.0 The City shall contribute \$20,000 from its Park Development Fees for construction of the Project and will waive its Administrative Fee from the construction budget.
- 4.0 The City or its authorized designee shall perform all aspects of construction as related to the designated site including, but not limited to, demolition of the existing site for the facilities, installation of all necessary plumbing and electrical infrastructure and the construction and installation of all necessary materials for the restroom facilities.
- 5.0 The City, upon completion of the Project, shall assume ownership of the restroom facilities and all future costs for upkeep, maintenance and repair of the facilities.

#### COUNTY OBLIGATIONS

- 6.0 The County shall act as Contract Administrator for the project. The County will provide no more than \$105,000 in funding for the project, subject to paragraph 10.0, and shall pay only for approved costs directly associated with the project.
- 7.0 The County shall review and comment upon any and all aspects of the Project plans, specifications and designs and the City shall incorporate all reasonable requests to modify such plans, specifications and designs and work performed. An authorized County staff member shall sign or approve the project plans, indicating County approval of the design, project plans, and specifications.

#### MUTUAL OBLIGATIONS OF THE CITY AND COUNTY

- 8.0 The County, in its capacity as Contract Administrator, will be responsible for the approval of all project expenditures in compliance with the requirements of the County's Proposition 1B Funds and other County Transit monies with which this project will be funded. As such, the County will reimburse the City for all actual expenses incurred, subject to paragraphs 6.0 and 10.0, less Patterson's Construction Budget Administration Fees and City Park Development Fees, and mutually agreed upon by both parties under the auspices of the County.

9.0 The County shall reimburse the City for expenses incurred less Patterson's Construction Budget Administration Fees and City Park Development Fees. For each reimbursement to occur, the City shall submit to the County Public Works Department Transit Division a City invoice for reimbursement. Included with such City invoice shall be copies of all actual vendor invoices in support of the City's invoice and the invoices or support documentation necessary to pay for work performed directly by the City in the course of this project. Such invoices will be based on the time and materials necessary to complete the work.

10.0 If the cost of the project exceeds the \$127,000 amount stated above, the additional costs shall be split evenly between the City and the County. If the cost of the project exceeds the \$127,000 stated above, neither agency shall receive any administrative overhead compensation.

11.0 The desired project completion date is Summer 2011.

#### MISCELLANEOUS PROVISIONS

12.0 Additional Documents: Each party shall, at the request of the other, acknowledge and deliver whatever additional instruments and do such other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

13.0 Entire Contract: This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated herein by reference.

14.0 Amendment: Any amendment of this contract shall be in writing, signed by both parties hereto.

15.0 Negotiated Contract: This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party that prepared this Agreement within the meaning of California Civil Code Section 1654.

16.0 Indemnity: Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

17.0 Notices: Any notices required herein shall be in writing and be given personally or by certified mail, return receipt requested, addressed to the respective parties as follows:

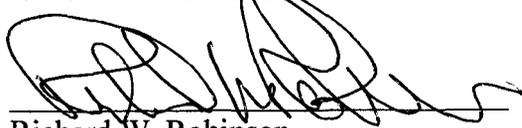
To County: Stanislaus County Public Works Transit Division  
Attention: Brad Christian  
1010 10<sup>th</sup> Street, Suite 4204  
Modesto, CA 95382

To City: City of Patterson Public Works Department  
Attention: Mike Willett  
1 Plaza  
Patterson, CA 95363

18.0 Counterparts: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

**COUNTY OF STANISLAUS**



Richard W. Robinson  
Chief Executive Officer

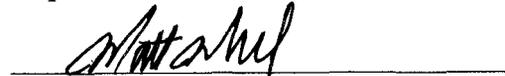
**CITY OF PATTERSON**



Rod Butler  
City Manager

**APPROVED AS TO CONTENT:**

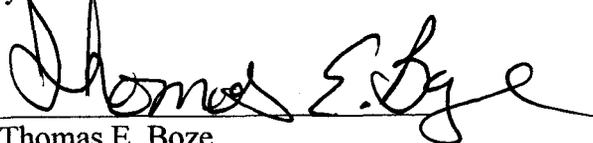
Department of Public Works



Matt Machado, Director

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By: 

Thomas E. Boze  
Deputy County Counsel

# Exhibit A

## Estimated Costs for the Stanislaus County/City of Patterson Intermodal Transfer Facility Project, Phase 2

Item No.	Item Description	Costs
1	Estimated Construction Cost - Sewer Line to Restroom	\$ 30,000
2	Cost of Preparing Plans & Specifications	\$ 5,000
3	Installation of Restroom Building	\$ 45,000
4	Contract Administration & Construction Management	\$ 5,000
5	Underground Electrical & Plumbing	\$ 10,000
6	Landscape & Irrigation Replacements	\$ 5,000
	<b>Subtotal</b>	\$ 100,000
7	Contingency @ 20%	\$ 20,000
	<b>Subtotal</b>	\$ 120,000
8	City Administrative Charge @ 20% (Based on Consultant Work Only)	\$ 2,000
9	County Administration @ 5% (Based on Project Total)	\$ 5,000
	<b>TOTAL</b>	\$ 127,000

### Notes:

- 1 AECOM Estimate
- 2 Public Works Staff Estimate
- 3 Adrienne Email 10-26-10. (Cortez.txt)
- 4 Public Works Staff Estimate
- 5 Parks Staff Estimate
- 6 Parks Staff Estimate
- 7 Standard Contingency Budget
- 8 20% Administrative Charge on all Consultant Work (20% of \$10,000 - Items #2 & 4)
- 9 County Administrative Overhead (5% of \$100,000)

# **Exhibit 1**

