

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

DEPT: Public Works adon

BOARD AGENDA # \*C-3

Urgent  Routine

AGENDA DATE April 23, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Preliminary Engineering Phase of the Claribel Road at Roselle Avenue Signalization Project

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Agreement between the County of Stanislaus and City of Riverbank for the Preliminary Engineering Phase of the Claribel Road at Roselle Avenue Signalization Project.
2. Authorize the Chief Executive Officer to execute the Memorandum of Agreement between the County of Stanislaus and City of Riverbank for the Preliminary Engineering Phase of the Claribel Road at Roselle Avenue Signalization Project.

FISCAL IMPACT:

The project is programmed in the Federal Transportation Improvement Plan (FTIP) under the Congestion Mitigation and Air Quality (CMAQ) Program and Toll Credits for \$300,000 for the Preliminary Engineering (PE) phase of the project. The PE phase of the project will include design, environmental documentation, right of way certification and 100% plans, specifications and estimates for the project. The total estimated cost of the Preliminary Engineering (PE) phase is approximately \$300,000. There is not expected to be any local matching dollars for this phase of the project.

BOARD ACTION AS FOLLOWS:

No. 2013-174

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-1-B-07

# Approval of a Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Preliminary Engineering Phase of the Claribel Road at Roselle Avenue Signalization Project

## **DISCUSSION:**

### Engineering and Traffic Analysis

The Claribel Road/Roselle Avenue intersection is located in Stanislaus County, south of the City of Riverbank and north of the City of Modesto (Figure A). The City of Riverbank is responsible for half of the roadway and the County is responsible for the other half. The intersection is non-signalized and controlled by an all-way stop. The intersection consists of an overhead flashing red beacon at the center of the intersection and "roll-over" curbs at all corners.

The purpose of this project is to improve regional air quality by installing traffic signals to reduce stop and start movements at the Claribel Road/Roselle Avenue intersection. The improvements to the intersection consist of the installation of traffic signals, widening the intersection to provide for truck turn movements, the addition of left turn lanes in all directions, an asphalt overlay, and restriping of the roadway at Claribel Road and Roselle Avenue. This project will improve safety, efficiency, and capacity at the intersection.

A Traffic Capacity Analysis was prepared for the Claribel Road/Roselle Avenue intersection. The analysis determined the amount of pollution could be reduced by signalizing this intersection. Air quality calculations showed that the project scored well based on Congestion Mitigation and Air Quality (CMAQ) Cost-Effective Standards at \$3.58/kg/day pollution reduction.

Installation of signals for the proposed project will ensure that automobile traffic flows through the intersection will efficiently and effectively operate by making vehicles stop as little as possible while safely traversing the intersection. Thus, installation of signals at project intersection will improve regional air quality.

### Memorandum of Agreement

The Riverbank City limits extend to the centerline of Claribel Road; therefore, the City and County each own and are responsible for operating portions of the intersection. The Memorandum of Agreement (MOA) was approved by the City on March 25, 2013 and provides for the cooperation between the two agencies to design the project. The MOA acknowledges that no money between the agencies are exchanged, and therefore, the MOA is the appropriate agreement document. Once the engineering design of the project is complete, cost estimates and funding mechanisms for Right of Way, Construction, and Maintenance will be the subjects of future agreements.

## **POLICY ISSUES:**

This action supports the Board's priorities of Effective Partnerships and A Well Planned Infrastructure System by entering into a Memorandum of Agreement with the City of Riverbank to improve safety, efficiency, and capacity at the Claribel Road at Roselle Avenue intersection.

Approval of a Memorandum of Agreement Between the County of Stanislaus and the City of Riverbank for the Preliminary Engineering Phase of the Claribel Road at Roselle Avenue Signalization Project

**STAFFING IMPACT:**

Staff from the Department of Public Works and County Counsel have been involved in the preparation and/or coordination of the development of the MOA.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AV/sn

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**MEMORANDUM OF AGREEMENT FOR THE CLARIBEL ROAD AT ROSELLE AVENUE SIGNALIZATION PROJECT PRELIMINARY ENGINEERING PHASE**

This Memorandum of Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Riverbank (the "CITY") on April 23, \_\_\_\_\_, 2013

**INTRODUCTION**

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the preliminary design, including environmental documentation and right of way certification of the signalization and intersection improvements at Claribel Road and Roselle Avenue (PROJECT). The right of way acquisition and construction phase of work shall be the subject of a future agreements between the COUNTY and the CITY; and
- B. The improvements to the intersection consist of the installation of traffic signals, widening the intersection to provide for truck turn movements, the addition of left turn lanes in all directions, an asphalt overlay, and restriping of the roadway at Claribel Road and Roselle Avenue; and
- C. The PROJECT preliminary engineering phase will be funded at 100% Congestion Mitigation and Air Quality Improvement (CMAQ) funding; and

NOW, THEREFORE, it is agreed as follows:

**SECTION 1. OBLIGATIONS OF THE COUNTY**

- 1. Preliminary Engineering. The COUNTY shall act as the lead agency and provide design, environmental documentation, right of way certification, plans and specifications for the PROJECT.
- 2. Control of Project. Except as provided in Section 3 of this AGREEMENT, the COUNTY, through its designated representative, shall have exclusive control of the project work.
- 3. Project Accountability. The COUNTY shall be accountable for all funds used to pay for the PROJECT.
- 4. Lead Agency. The COUNTY shall be the "Lead Agency," as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq.).

5. The COUNTY will apply for funding commitments for the PROJECT from the Congestion Management and Air Quality Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the PROJECT.

## **SECTION 2. OBLIGATIONS OF THE CITY**

1. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECT for the Congestion Mitigation and Air Quality (CMAQ) Program and Toll Credits to reimburse up to the maximum limits for the participating costs of the PROJECT.
2. The CITY shall be responsible for all CITY staff costs associated with the PROJECT.

## **SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY**

1. Project Plans and Engineering. The CITY shall be entitled to review and comment upon any and all PROJECT plans, specifications, and designs, and the COUNTY shall incorporate all reasonable requests to modify such plans, specifications, and designs for portions of the PROJECT lying within the incorporated area of the CITY.
2. Project Maintenance. CITY and COUNTY shall enter into a separate Maintenance Agreement prior to PROJECT construction.
3. The cost of any work referred to in this AGREEMENT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to the PROJECT, applied in accordance with CITY and COUNTY standard accounting practice.

100% Congestion Mitigation and Air Quality Program and Toll Credit funding not to exceed the programmed amount of \$300,000.

4. All funds are subject to availability.

## **SECTION 4. PAYMENT**

1. COUNTY's total spending authority for PROJECT contract is approved by the Board of Supervisors and includes the cost of the contracted services plus a contingency amount designated for any additions or changes to the contract if needed. COUNTY will provide written notice to CITY when the sum of all the task orders or contract change orders executed for any PROJECT contract reaches 75% of the Board of Supervisor-approved contingency. COUNTY will provide written notice to CITY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by the Stanislaus County Board of Supervisors.

**SECTION 5. AMENDMENTS**

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

**SECTION 6. TERMINATION**

1. Either party may terminate this AGREEMENT upon 30 days written notice to the other party.
2. This AGREEMENT shall be terminated at the time the improvements have been accepted by both the CITY and the COUNTY and at the start of the construction warranty period.

**SECTION 7. INDEMNITY**

1. 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.

**SECTION 8. CORRESPONDENCE**

1. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

CITY

**Kathleen Cleek**  
Sr. Management Analyst  
City of Riverbank  
6607 Third Street (Mailing)  
6617 Third Street (Office)  
Riverbank, CA 95367

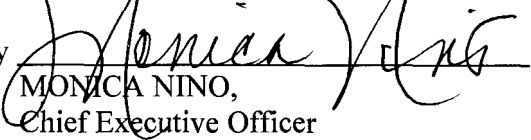
COUNTY

**Aja Verburg, PE**  
Associate Civil Engineer  
Stanislaus County Public Works  
  
1716 Morgan Road  
Modesto, CA 95358

CITY OF RIVERBANK,  
a Municipal Corporation

By   
JILL ANDERSON, CITY Manager

COUNTY OF STANISLAUS, a  
Political Subdivision of the State of California

By   
MONICA NINO,  
Chief Executive Officer

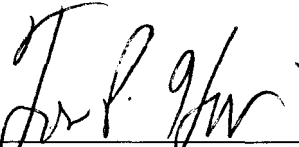
ATTEST:

By   
ANNABELLE AGUILAR, CITY Clerk

ATTEST:

By   
CHRISTINE FERRARO TALLMAN,  
Clerk of the Board of Supervisors

APPROVED:

By   
TOM HALLINAN, CITY Attorney

APPROVED AS TO FORM:  
JOHN DOERING, COUNTY Counsel

By   
THOMAS E. BOZE,  
Deputy COUNTY Counsel

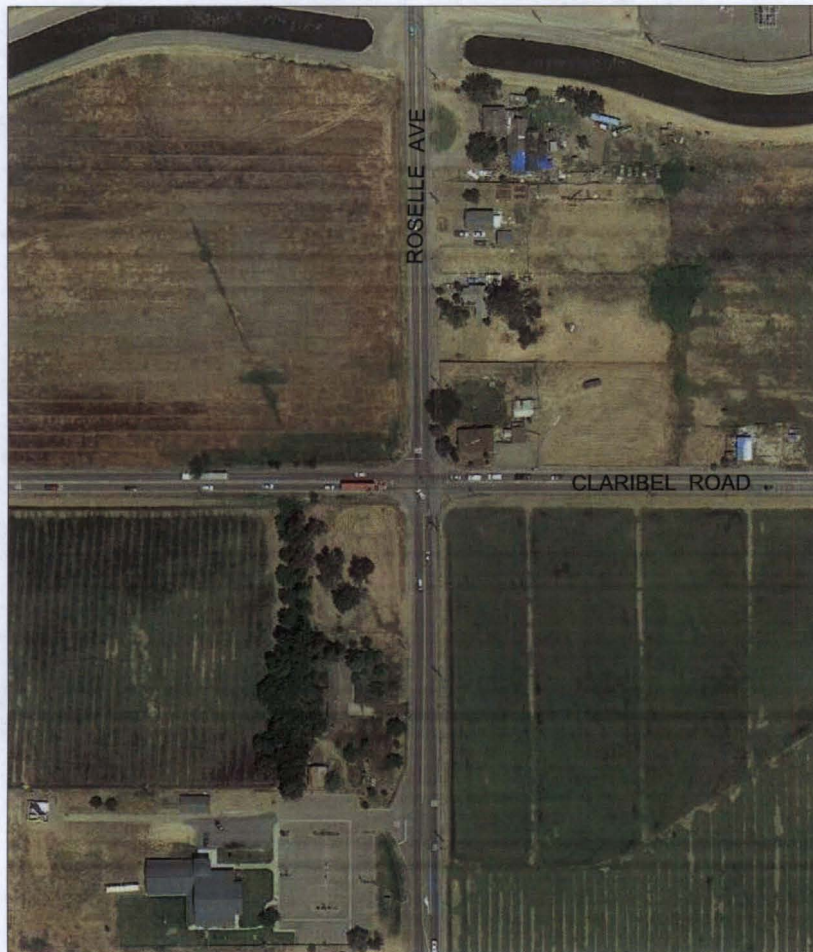
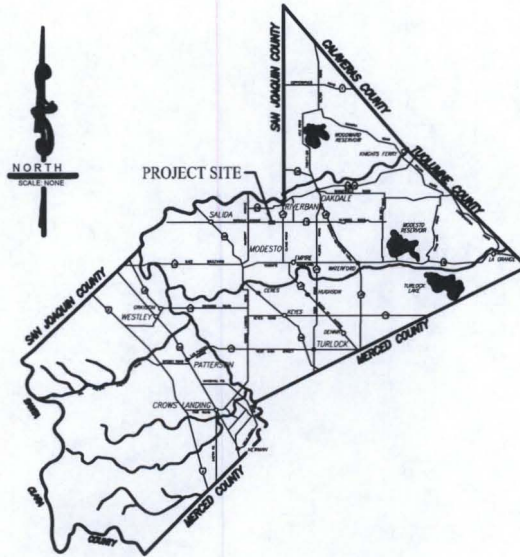


FIGURE A



**STANISLAUS COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING AND OPERATIONS DIVISION  
 1716 MORGAN ROAD - MODESTO, CA 95358

CLARIBEL ROAD AT ROSELLE AVENUE  
 INTERSECTION PROJECT