

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Ron Coons, Interim Public Works Director 
Prepared by: Shaun Kroes, Program Manager 

DATE: November 6, 2015 (Meeting of 11/18/15)

SUBJECT: Consider Cooperative Agreement with Caltrans for Local Contribution to State Route 118 and Collins Drive Eastbound On-Off Ramp Signalization and Striping Modification, and Resolution Amending the Fiscal Year 2015/16 Budget for Local Contribution

BACKGROUND/DISCUSSION

On May 1, 2008, the City of Moorpark entered into a Settlement Agreement (Agreement) with the Ventura County Community College District (District). The Agreement included transfer of up to \$1,000,000 of the District's Tax Increment Allocation from the Moorpark Redevelopment Agency to the City of Moorpark for the construction of intersection improvements on Collins Drive. One of the improvements is the SR-118/Collins Drive Eastbound On/Off-Ramp Signalization and Striping Modification (Project 8077).

City staff has worked with Caltrans to provide new traffic signals at the SR 118/Collins Drive eastbound on/off-ramp. Caltrans is currently in the process of designing and installing the signals; however, to expedite the process Caltrans is requesting that the City contribute \$175,000 to the construction costs of the signal improvements. A draft Caltrans Cooperative Agreement for the City's local contribution is attached (Attachment 1). Caltrans is budgeting \$575,000, with the City contributing \$175,000 and Caltrans contributing the remaining \$400,000. By providing the \$175,000, Caltrans will be able to begin construction after June 30, 2016. Caltrans anticipates completion of the signal installation in FY 2016/17.

FISCAL IMPACT

Project 8077 currently has no funding. A resolution amending the budget (Attachment 2) is required to appropriate \$175,000 from the Capital Projects Fund (4000) for construction of this project. Revenue from the District Agreement is collected in Fund 4000.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Approve the Caltrans Cooperative Agreement for Local Contribution and authorize the Mayor to sign the Agreement in an amount not to exceed \$175,000 subject to final language approval of the City Manager and City Attorney.
2. Adopt Resolution No. 2015-_____ amending the Fiscal Year 2015/16 Budget to appropriate \$175,000 from Capital Projects Fund (4000) for construction costs for the subject project.

Attachments:

1. Caltrans Cooperative Agreement
2. Resolution 2015 - _____

COOPERATIVE AGREEMENT Local Contribution Only

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moorpark, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY OF MOORPARK.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. CALTRANS is implementing the installation of traffic signal system, safety lighting, pavement delineation, and signing at the intersection for Eastbound Route 118 on/off ramp at Collins Drive referred to herein as PROJECT.
3. CITY OF MOORPARK will contribute a fixed amount of \$175,000 to the PROJECT. Contributed funds will be used for the PROJECT.
4. PARTNERS agree that funds will be contributed to the following PROJECT COMPONENTS:
 - CONSTRUCTION CAPITAL
5. PARTNERS hereby set forth the terms, covenants, and conditions for CITY OF MOORPARK's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

6. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.

7. CITY OF MOORPARK is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.
8. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

9. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
10. Neither CITY OF MOORPARK nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY OF MOORPARK and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
11. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

12. CITY OF MOORPARK will contribute the funds listed below:

FUNDING SUMMARY			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$175,000
Total Funds			\$175,000

13. CALTRANS will invoice CITY OF MOORPARK for a lump sum (single payment), as a fixed cost, after execution of this Agreement.
14. CITY OF MOORPARK will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless CITY OF MOORPARK is paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY OF MOORPARK will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
15. If CITY OF MOORPARK has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY OF MOORPARK will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
16. This Agreement will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER'S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are "not-to-exceed" amounts.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SPONSOR – The PARTNER that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.

- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Eric Wang, Project Manager
100 South Main Street, MS-2
Los Angeles, CA 90012
Office Phone: (213) 897-8816
Email: eric.wang@dot.ca.gov

The primary Agreement contact person for CITY OF MOORPARK is:

~~David Klotzle, City Engineer~~ Steven Kueny, City Manager
799 Moorpark Avenue
Moorpark, CA 93021
Office Phone: (805) 517-620085
Email: skueny@moorparkca.gov ~~dklotzle@moorparkea.gov~~

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF MOORPARK

By: _____
Carrie Bowen
District Director

By: _____
Janice Parvin
Mayor

CERTIFIED AS TO FUNDS:

ATTEST:

By: _____
Paul T. Kwong
District Budget Manager

By: _____
Maureen Benson
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Richards, Watson & Gershon
Attorney

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2015/16 BUDGET TO APPROPRIATE FUNDS FROM CAPITAL PROJECTS FUND (4000), FOR SR-118/COLLINS DRIVE EASTBOUND ON/OFF-RAMP SIGNALIZATION AND STRIPING MODIFICATION (PROJECT 8077)

WHEREAS, on June 17, 2015, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2015/16; and

WHEREAS, the adopted budget does not include funding for the SR-118/Collins Drive Eastbound On/Off-Ramp Signalization and Striping Modification Project 8077; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$175,000 from Capital Projects Fund (4000); and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a budget amendment in the aggregate increase of \$175,000 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 18th day of November, 2015.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
CAPITAL PROJECTS FUND (4000)
TO APPROPRIATE FUNDING FOR THE
SR-118/COLLINS DRIVE EASTBOUND ON/OFF-RAMP SIGNALIZATION AND
STRIPING MODIFICATION PROJECT 8077
FY 2015-2016**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Capital Projects	4000-5500	\$ 175,000.00
Total		\$ 175,000.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
4000.8310.8077.9632	\$ -	\$ 175,000.00	\$ 175,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ -	\$ 175,000.00	\$ 175,000.00

Finance Approval: 