

Raul M. Rojas  
DIRECTOR

February 4, 2020

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Marin County Board of Supervisors  
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San Rafael, CA 94903



Accounting

Airport

Building Maintenance

Capital Projects

Certified Unified Program  
Agency (CUPA)

Communications  
Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control &  
Water Resources

Land Development

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation &  
Traffic Operations

Waste Management

**SUBJECT:** Cycle 9 Highway Safety Improvement Program Signalized Intersection Improvement Projects - Local Agency Memorandum of Agreements

Dear Board Members:

**RECOMMENDATION:** Authorize Public Works Director to sign memoranda of agreements with partner local agencies.

**SUMMARY:** The County was awarded a grant from the Highway Safety Improvement Program (HSIP) through the Department of Transportation (Caltrans) to fund a safety project to install pedestrian countdown heads, pedestrian push buttons, 12" LED signal heads, signal head backplates and advanced dilemma zone detectors at 51 signalized intersections in the unincorporated area, cities and towns throughout Marin County.

On April 23, 2019, your Board authorized the acceptance of these grant funds. Since then, staff coordinated with each local agency to negotiate memoranda of agreements that will allow the County of Marin to implement project elements on behalf of that city/town. The County will implement the project on behalf of the partner local agencies and will handle all contracting, reporting and close out as required by the grantor. It is requested that your Board authorize the Public Works Director to sign the memoranda of agreements with each of the partner local agencies for this project. The standard memorandum of agreement is attached as reference. Each of the nine partner agencies (all Marin towns and cities, except Belvedere and Tiburon who did not have projects within their jurisdiction) has authorized the agreement.

**FISCAL IMPACT:** Revenue and expenditures for this project were approved on April 23, 2019. There are no changes requested at this time and there is no impact by the requested action.

Board of Supervisors  
February 4, 2020  
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|                     |  |   |
|---------------------|--|---|
| <b>REVIEWED BY:</b> | <input type="checkbox"/> County Administrator      | <input checked="" type="checkbox"/> N/A |
|                     | <input type="checkbox"/> Department of Finance     | <input checked="" type="checkbox"/> N/A |
|                     | <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A            |
|                     | <input type="checkbox"/> Human Resources           | <input checked="" type="checkbox"/> N/A |

Very truly yours,

Carey Lando  
Senior Transportation Planner

C: Jenna Brady, County Counsel

Attachment: Sample MOA for HSIP Cycle 9 projects with partner agencies



## AGREEMENT

### COUNTY OF MARIN AND CITY/TOWN OF JOINT CYCLE 9 HIGHWAY SAFETY IMPROVMENT PROGRAM SIGNALIZED INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between the COUNTY OF MARIN, hereinafter referred to as "COUNTY" and the CITY OF \_\_\_\_\_, hereinafter referred to as "CITY/TOWN," both of the State of California;

#### WITNESSETH:

WHEREAS, the purpose of the Highway Safety Improvement Program (HSIP) is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal land; and

WHEREAS, the HSIP is one of the core components of the federal transportation bill, "Fixing America's Surface Transportation Act (FAST)" (Section 148 of Title 23), enacted on December 4, 2015; and

WHEREAS, HSIP funds are eligible for work on any public road that improves safety and twenty-eight eligible project categories were identified in FAST; and

WHEREAS, COUNTY, in coordination with the Marin County Public Works Association and the eleven Marin County cities and towns, completed the 2018 Marin County Travel Safety Plan and Systemic Safety Analysis; and

WHEREAS, COUNTY, in coordination with the Marin County Public Works Association and the eleven Marin County cities and towns applied for a HSIP Cycle 9 grant to install safety improvements at 51 signalized intersections through the Marin County region; and

WHEREAS, based upon a review of existing and predicted fatal and serious injury collision locations, the grant application included proposed improvements at 51 signalized intersection improvement locations such as pedestrian countdown heads, pedestrian push buttons, 12" LED signal heads, signal head back-plates and advanced dilemma detection zones; and

WHEREAS, the Marin County Joint Cycle 9 HSIP Signalized Intersection Improvement Project grant application was selected with a designated grant award of \$2,800,300; and

WHEREAS, both COUNTY and CITY/TOWN are desirous of performing intersection improvements and related work within their respective jurisdictions; and

WHEREAS, it is recognized that it would be advantageous to both COUNTY and CITY/TOWN to complete their respective intersection improvements through a combined project (PROJECT) to be administered by COUNTY for work within each jurisdiction; and

WHEREAS, the same consultant for both CITY/TOWN and COUNTY will prepare the plans specifications, and estimates, and shall provide construction management services for the PROJECT; and

WHEREAS, the same contractor for both CITY/TOWN and COUNTY will construct/install the proposed improvements as per the approved plans for the PROJECT; and

WHEREAS, COUNTY shall be responsible for administering the Joint Cycle 9 HSIP Signalized Intersection Improvement Project grant and through the grant shall be responsible for the cost of administration, construction and construction management services for the portion of the Project that is within each of their respective jurisdictions; and

WHEREAS, CITY/TOWN shall be responsible for ongoing future maintenance for improvement completed within their jurisdiction once the improvements have been completed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto do hereby agree as follows:

A. COUNTY Shall:

1. Incorporate the plans and specifications, approved by all regulatory agencies, for CITY/TOWN's intersection improvements and related work into COUNTY's own counterpart project.
2. Comply with the provisions of the Public Contracting Code, including advertising for bids, receiving and open bids, and awarding a contract or rejecting all bids for the PROJECT to the lowest qualified bidder.
3. Have the right to reject all bids for the PROJECT.
4. Administer CITY/TOWN's and COUNTY's portion of the construction contract and thereby provide services at COUNTY's sole discretion to include oversight of consultants, contractors, and accountings.
5. Be the liaison with the consultant preparing Plans, Specifications, and Estimate for both COUNTY's and CITY/TOWN's portions of the PROJECT.
6. Be the liaison with the construction contractor and COUNTY will keep CITY/TOWN updated with any changes within their jurisdiction.
7. Administer all Joint Cycle 9 HSIP Signalized Intersection Improvement Project Change Orders arising for work within COUNTY's and CITY/TOWN's portion of the PROJECT.
8. Review Change Orders initiated by the Contractor for the work located within the portion of CITY/TOWN PROJECT and confer with CITY/TOWN to determine merit of requests for Change Orders within CITY/TOWN's portion of the PROJECT. County as

administrator of the consultant contract shall make the final change order decision after conferring with the CITY/TOWN.

9. Indemnify, defend and hold harmless CITY/TOWN, its officers, agents and employees from and against any and all claims and losses whatsoever arising out of or connected with the COUNTY'S negligent performance of this Agreement by act or omission, or by willful misconduct, or by intentional failure to perform hereunder.

B. CITY/TOWN Shall:

1. Provide timely review of all proposed draft improvement plans and specifications.
2. Provide to COUNTY, prior to the bid, approval of the plans, specifications and estimate for the portion of the PROJECT within CITY/TOWN's jurisdiction designed by a consultant as described in A.5, which will be incorporated in the bid documentation. All documentation shall comply with all appropriate, local, state and federal practices.
3. Provide timely review of all proposed Change Orders within CITY/TOWN's portion of the PROJECT so that construction may progress without delay or additional cost, and provide in a timely manner a written Change Order recommendation (approval or disapproval) to COUNTY.
4. For Change Orders for which CITY/TOWN recommends approval and for which COUNTY determines would not be funded by the Joint Cycle 9 HSIP Signalized Intersection Improvement Project funds, CITY/TOWN agrees to pay for the Change Order within 30 days of an invoice from COUNTY.
5. Provide COUNTY a no-cost encroachment permit or other document to allow work on CITY/TOWN facilities, to the satisfaction of the CITY/TOWN.
6. Indemnify, defend and save harmless COUNTY, its officers, agents and employees from and against any and all claims and losses whatsoever arising out of or connected with the CITY/TOWN'S negligent performance of this Agreement by act or omission, or by willful misconduct, or by intentional failure to perform hereunder.
7. Provide timely review of final punch list provided by COUNTY and provide final acceptance of work in CITY/TOWN jurisdiction so that construction and project closeout may progress without delay.
8. Maintain all improvements within CITY/TOWN jurisdiction in accordance with local, state and federal funding requirements and acknowledge and accept full control, ownership, and maintenance responsibility for the improvements located in CITY/TOWN.

C. REPRESENTATIVES:

#### C. REPRESENTATIVES:

Eric Miller, Principal Civil Engineer is the representative of COUNTY and will administer this Agreement for the COUNTY. Raul Rojas, Director of Public Works, is the authorized representative for CITY/TOWN. Changes in designated representatives for either party shall occur only by advance written notice to the other party.

#### D. MISCELLANEOUS

1. Any dispute or claim in law or equity between COUNTY and CITY/TOWN arising out of this Agreement shall be resolved by formal negotiation between parties. If no resolution is achieved by formal negotiations an arbitrator mutually chosen and paid for by both parties shall arbitrate the dispute.
2. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
3. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
4. This Agreement may be modified at any time by mutual consent of the parties hereto.
5. This Agreement is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

COUNTY OF MARIN

CITY/TOWN OF \_\_\_\_\_

By: \_\_\_\_\_  
Director of Public Works

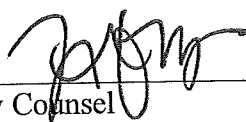
By: \_\_\_\_\_  
City Administrator

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
Attorney for the City/Town