

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF SALINAS FOR THE CONSTRUCTION EFFORTS ON THE EAST LAUREL PEDESTRIAN IMPROVEMENTS PROJECT

This Memorandum of Understanding (MOU) regarding the East Laurel Pedestrian Improvements Project (PROJECT) is made and entered into by and between the COUNTY OF MONTEREY, hereinafter "COUNTY" and the CITY OF SALINAS, a California charter city and municipal corporation, hereinafter "CITY", and each as "Party" and collectively as the "Parties".

#### RECITALS:

WHEREAS, the COUNTY and the CITY are interested in working collaboratively together to construct the PROJECT; and

WHEREAS, the CITY has funded one hundred percent (100%) of the design and the environmental review (Initial Study/Mitigated Negative Declaration [IS/MND]) pursuant to the California Environmental Quality Act (CEQA) for this PROJECT; and

WHEREAS, the PROJECT is part of the COUNTY's Capital Improvement Program and COUNTY has identified funds to fund that portion of the PROJECT improvements fronting County property; and

WHEREAS, the COUNTY seeks assistance from the CITY to provide project management staff to perform the design, permitting, bid/award, construction management and related administrative efforts; and

WHEREAS, the CITY estimates the work to occur within the COUNTY's portion of the PROJECT to cost approximately \$204,000 as reflected in the engineer's estimate prepared for the City of Salinas – Laurel Drive Pedestrian Improvements – Total Estimated Cost Within Monterey County Property – 95% Opinion of Probable Cost, prepared by Kimley-Horn & Associates, August 7, 2019, which is attached as Exhibit B and incorporated by this reference.

**NOW, THEREFORE**, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Purpose.** The Parties agree:

- 1.1. The PROJECT is a pedestrian improvement project intended to increase pedestrian safety along East Laurel Drive. The East Laurel Drive Pedestrian Improvements in the City of Salinas - Project Improvements Within County Property, prepared by Kimley-Horn & Associates, February 2019, which is attached and incorporated by

this reference as Exhibit A, shows the alignment and scope for the COUNTY's portion of the PROJECT.

- 1.2. The reimbursement shall include all items in the COUNTY's frontage that have direct benefit to the COUNTY. The engineer's estimate prepared for the City of Salinas – Laurel Drive Pedestrian Improvements – Total Estimated Cost Within Monterey County Property – 95% Opinion of Probable Cost, prepared by Kimley-Horn & Associates, August 7, 2019, which is attached as Exhibit B and incorporated by this reference, lists the items of work and estimated cost for the COUNTY's portion of the PROJECT. . These costs are based on an estimated opinion of probable costs provided by the design engineer Kimley-Horn & Associates.
  - 1.3. The COUNTY agrees to allow the CITY's contractor to utilize the area shown in Exhibit C – Staging Area, which is attached and incorporated by this reference, as a staging area throughout the duration of the PROJECT at no cost to the CITY.
  - 1.4. This MOU is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding related to this alignment.
2. General Principles. The Parties agree that the following General Principles will inform and guide this MOU effort and act as a mandate to perform the PROJECT specified herein:
- 2.1. Staff of each Party shall support this MOU effort in good faith.
  - 2.2. Funding for the PROJECT is expected to be from the COUNTY's funding and the CITY's Measure X bond proceeds.
  - 2.3. The Parties shall not incur costs beyond any established funding commitments or agree to any contract amendments and construction change orders in excess of the previously agreed upon contract contingency amounts and as reflected in Exhibit B. Any increase in costs, beyond the engineer's estimate reflected in Exhibit B, shall be agreed to in advance and in writing by and between both Parties in advance of incurring costs beyond any established funding commitments.
  - 2.4. Upon opening the bids, if the lowest responsible bid is greater than the estimated amount, the Parties must agree in writing on a course of action within 15 working days of said bid opening.
3. Responsibilities of COUNTY and CITY are as follows:
- 3.1. CITY will manage the PROJECT through the Construction Phases, with CITY being responsible for the actual award of the construction contract.
  - 3.2. COUNTY will provide a no fee encroachment permit for work in the COUNTY property.
  - 3.3. COUNTY will reimburse the CITY the actual construction costs which generally consist of street lights, pedestrian lights, rehabilitation of existing path, installation of

an Americans with Disabilities Act (ADA) curb ramp and extension to trail, and minor striping, as shown on Exhibit B and pursuant to Section 2.3.

- 3.4. COUNTY will reimburse CITY for City staff's project management - two percent (2%)/City inspection - three percent (3%) and Citywide administration overhead fee -fifteen percent (15%) which add up to a total of twenty percent (20%) of the estimated construction cost during the Construction Phases as shown on Exhibit B and pursuant to Section 2.3.
- 3.5. CITY will be the CEQA) Lead Agency for the PROJECT.
- 3.6. CITY will advertise, open bids, and award the construction contract for the PROJECT.
- 3.7. CITY will administer the construction contract. CITY costs for construction inspection and administration of the construction contract shall be part of the overall PROJECT costs to be shared by the Parties in accordance with the formula for the PROJECT consistent with Section 1.2 above.
- 3.8. Invoices for reimbursement shall be submitted to the COUNTY on a quarterly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the COUNTY, including but not limited to all invoices, and any conditional and unconditional waivers. COUNTY shall have the right to review and confirm that the invoices submitted by the CITY for reimbursement are in conformance with the terms of this MOU prior to forwarding to the County Auditor-Controller. Payments will be made within 45 days of receipt of complete invoices (which have been determined to conform to the terms of this MOU by the Resource Management Agency – Public Works) by the County Auditor-Controller.
- 3.9. CITY is responsible for coordinating with utility companies should any utilities need to be relocated in advance of construction.
- 3.10. CITY shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all claims or actions arising out of or related to CITY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of COUNTY, its officers, employees or agents.
- 3.11. COUNTY shall defend, indemnify and hold harmless CITY, its officers, employees and agents from and against any and all claims or actions arising out of or related to COUNTY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of CITY, its officers, employees or agents.
- 3.12. CITY shall incorporate language into the construction contract requiring the contractor to defend, indemnify and hold harmless the CITY and COUNTY, its/their respective officers, employees, and agents from and against any and all claims or actions arising out of or related to the Contractor's performance of the work shown on the plans and the Special Provisions, except to the extent such claims or actions are

the result of the sole negligence of the CITY or COUNTY, its/their respective officers, employees, or agents.

3.13. When CITY delivers the work to COUNTY for COUNTY acceptance, CITY shall represent that title to the work is free of all liens, claims and other defects in title. COUNTY shall accept and thereafter have ongoing responsibility to maintain the portion of PROJECT within COUNTY owned parcel as shown on Exhibit A.

3.14. CITY shall return the staging area shown in Exhibit C – Staging Area to its original condition upon completion of the PROJECT in a condition acceptable to the COUNTY.

4. Contact Information:

COUNTY OF MONTEREY

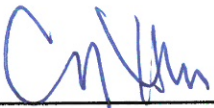
Randy Ishii, Chief of Public Works  
Monterey County Resource Management Agency  
1441 Schilling Place, Second Floor  
Salinas, California 93901  
(831) 784-5647  
IshiiR@co.monterey.ca.us

CITY OF SALINAS

David Jacobs, Public Works Director/City Engineer  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901  
(831) 758-7241  
davidj@ci.salinas.ca.us

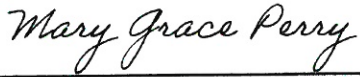
**IN WITNESS WHEREOF**, the County of Monterey and the City of Salinas execute this MOU as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Carl P. Holm, RMA Director

Date: 13 July 2020

Approved as to form:  
Leslie J. Girard  
County Counsel

By:   
Mary Grace Perry  
Deputy County Counsel

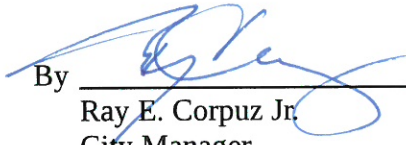
Date: June 17, 2020

ATTEST:

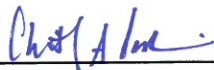
  
Clerk of the Board Valerie Ralph

Date: 7.14.2020

**CITY OF SALINAS**

By   
Ray E. Corpuz Jr.  
City Manager

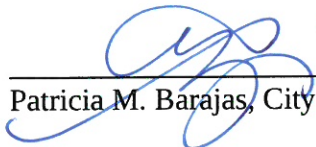
Approved as to form:

By:   
Christopher A. Callihan  
City Attorney

Date: June 15, 2020

Date: June 15, 2020

ATTEST:

  
Patricia M. Barajas, City Clerk

Date: June 16, 2020

# Exhibit A



PROJECT IMPROVEMENTS WITHIN COUNTY PROPERTY





**GENERAL NOTES**

1. SEE SHEETS 5 TO 7 FOR LAUREL DRIVE FLOWLINE ALIGNMENT DETAILS.

**LEGEND**

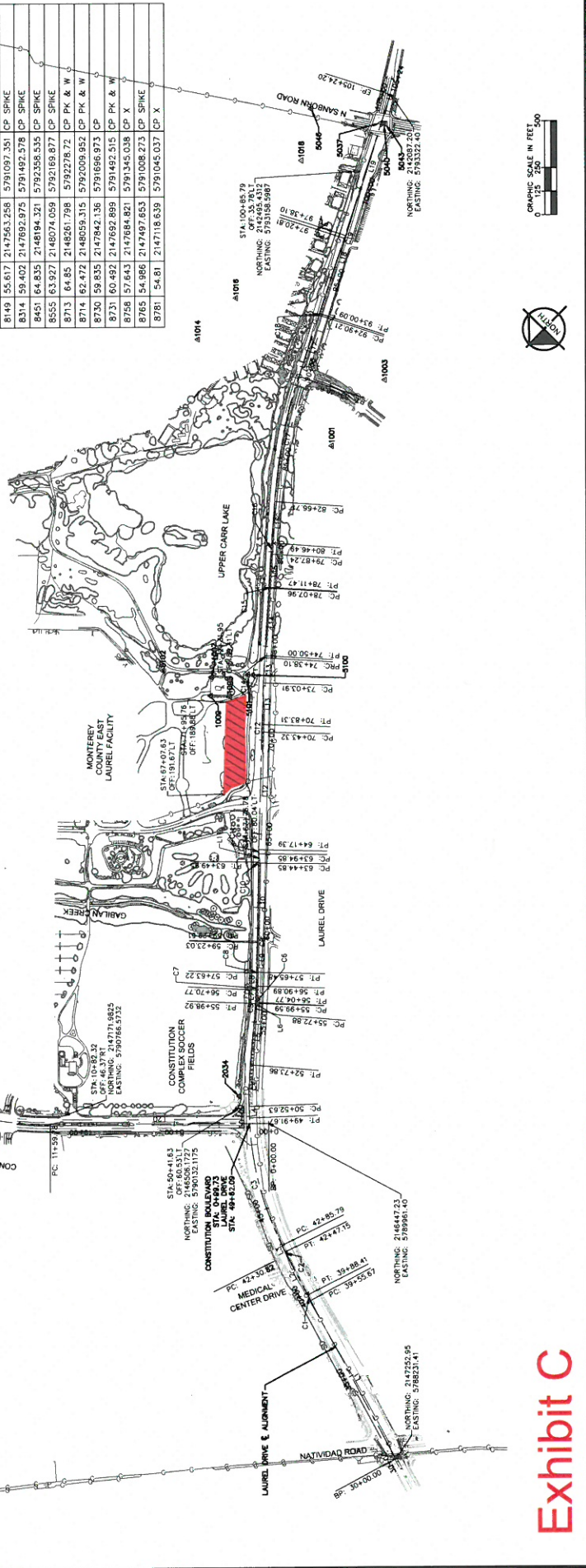


STAGING AREA



SURVEY CONTROL POINT

LINE TABLE				CURVE TABLE				SURVEY CONTROL POINT TABLE						
LINE	LENGTH	BEARING	DIVIDE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT	POINT	ELEV	NORTHING	EASTING	DESCRIPTION
L1	955.67	S72°34'42.58"E	C1	1650.00	32.74	S72°00'36"E	32.74	1°08'12"	16.37	501	53.93	2147043.015	5790849.389	CP
L2	242.41	S71°28'30.09"E	C2	1650.00	16.37	S71°09'29"E	16.33	0°34'02"	8.17	1001	70.53	2148422.39	5792237.39	FD 1.5' AL. CAP IN WELL
L3	38.64	S70°52'28.32"E	C3	1650.00	705.87	S68°37'08"E	700.50	24°30'41"	358.42	1003	70.64	2143153.84	5792281.84	FD 1.5' AL. CAP IN WELL
L4	40.96	S42°14'45.05"E	C4	1800.00	201.23	S42°30'32"E	201.09	7°03'31"	110.75	1005	50.5	214971.08	5791695	FD 1" JP PL CAP IN WELL
L5	299.02	S39°17'16.97"E	C5	500.00	26.03	S40°48'47"E	26.03	2°30'00"	13.02	1007	49.94	2144964.24	5791836.61	FD 1" JP
L6	0.67	S42°18'16.94"E	C6	500.00	5.18	S42°00'29"E	5.18	0°33'37"	2.66	1009	49.94	2145038.42	5791769.07	FD 1" JP
L7	86.00	S41°42'40.17"E	C7	1000.00	20.11	S41°17'15"E	20.11	1°09'09"	10.06	1014	75.53	2143734.95	5793143.86	FD 1.5' AL. TAG IN WELL
L8	72.33	S42°31'48.11"E	C8	2000.00	2.86	S43°35'45"E	2.86	0°33'53"	1.37	1016	66.52	2143434.8	5793143.86	FD 1.5' AL. TAG IN WELL
L9	197.55	S42°31'48.11"E	C9	500.00	6.48	S43°17'38"E	6.48	0°44'33"	3.24	1018	85.22	2142668.97	5793417.1	FD 1.5' AL. TAG IN WELL
L10	415.34	S43°30'15.02"E	C10	2000.00	5.10	S43°25'27"E	5.10	0°08'46"	2.55	2034	54.814	2146452.6985	5790171.3828	FIND/1.25" P OO COUNTY SURVEY OR
L11	44.89	S43°31'28.64"E	C11	2000.00	22.84	S43°20'05"E	22.84	0°38'45"	11.27	5021	70.97	2147558.29	5790699.01	CP PK & W
L12	635.93	S42°31'28.64"E	C12	5000.00	19.89	S42°38'59"E	19.89	0°27'30"	20.00	5037	82.16	2142229.79	5793252.13	CP PK & W
L13	220.60	S42°31'28.64"E	C13	5000.00	134.19	S41°39'06"E	134.18	1°31'16"	67.10	5040	81.86	2142221.91	5793239.6	FD 1.5
L14	357.95	S41°07'08.47"E	C14	5000.00	11.90	S40°57'04"E	11.90	0°08'11"	5.95	5043	81.86	2142221.91	5793239.6	FD 1.5
L15	175.77	S40°58'44.34"E	C15	5000.00	3.52	S40°59'57"E	3.52	0°02'25"	1.76	5046	86.17	2142436.48	5793571.24	FD 2.5
L16	210.22	S40°58'44.34"E	C16	5000.00	59.24	S40°38'22"E	59.24	0°40'44"	29.62	5048	86.17	2142436.48	5793571.24	FD 2.5
L17	343.59	S29°23'13.92"E	C17	2800.00	679.91	S32°20'37"E	678.24	1°35'46"	341.64	5100	52.11	2144803.26	5791688.14	FD 1.5
L18	410.72	S26°17'54.77"E	C18	3000.00	9.88	S26°17'34"E	9.88	0°11'19"	4.94	5101	51.64	2144803.26	5791688.14	FD 1.5
L19	788.11	S26°17'54.77"E	C19	3000.00	17.38	S26°21'49"E	17.28	0°19'48"	8.64	5102	46.05	2145119.61	5792045.43	CP SPIKE
L20	1198.78	N45°23'13.92"E	C20	1799.93	722.38	N57°03'15"E	717.55	22°59'43"	368.12	8005	60.814	2143904.375	5792411.956	CP PK & W
			C21	2399.97	788.31	N50°01'19"E	794.63	19°03'32"	402.88	8041	54.794	2147299.39	5790913.519	CP SPIKE
			C22	2199.92	810.59	N56°08'29"E	809.44	13°17'53"	256.45	8149	55.617	2147263.258	5791097.351	CP SPIKE



**City of Salinas**  
 DEPARTMENT OF PUBLIC WORKS  
 200 LINCOLN AVE  
 SALINAS, CA 93901

**Kimley-Horn**  
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 6 Quail Run Circle, Suite 102  
 Salinas, CA 93907  
 (714) 935-1030

**E. LAUREL DRIVE PEDESTRIAN IMPROVEMENTS**  
 PROJECT LAYOUT PLAN AND HORIZONTAL AND VERTICAL CONTROL PLAN

NO.	DATE	REVISION	BY	APPRO.

DATE: 05/2018  
 DESIGNED: [Signature]  
 DRAWN: [Signature]  
 CHECKED: [Signature]

NO. 3  
 SHEETS 3

**Exhibit C**