

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

440A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 6, 2009

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Indio for road and storm drain maintenance on Avenue 42 East of Glass Drive.

RECOMMENDED MOTION: That the Board of Supervisors approve the Cooperative Agreement between the County of Riverside and the City of Indio and authorize the Chairman to execute the same.

BACKGROUND: In the City of Indio, Parcel Map 32910 is conditioned to realign existing Avenue 42, east of Glass Drive, which will vacate County road maintenance responsibility from 145 feet east of Glass easterly to the city limit per the attached exhibit. The centerline of Avenue 42 is the city limit. The City of Indio has agreed to accept maintenance responsibility for the remaining portion of street (approx. 9,916 sq. ft.) and a catch basin, and 26 linear feet of 36" diameter storm drain within the County limits. County project number is MS 4203, IP080117.

Juan C. Perez
Director of Transportation

AF:rg

| | | | | |
|-----------------------|-------------------------------|------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | N/A |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2009/2010 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs 100%. | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEA/R. KIPNIS DATE

Departmental Concurrence

Policy Policy

Consent Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 4th

Agenda Number:

3.86

MAINTENANCE AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF INDIO

THIS AGREEMENT IS MADE and entered into this _____ day of _____, by and between the County of Riverside, hereinafter called "COUNTY" and the City of Indio, a municipal corporation, hereinafter called "CITY".

I. RECITALS

- A.** The County of Riverside has jurisdictional control over that certain parcel of real property located in an unincorporated area of the County of Riverside, State of California, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference. As a condition of approval of the Street Improvement plans, the County has requested that the City enter in an agreement with the County for service and maintenance of that portion of Avenue 42 (the "Maintenance Area"), as described in Exhibit "B", which is attached hereto and incorporated herein by this reference.
- B.** The City desires to fulfill the Condition, and is hereby entering into this Agreement with the County, subject to the conditions and terms as noted herein.

II. AGREEMENT

In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

A. Maintenance and Repair

The City and its contractors, agents and employees, at the sole cost of the City, shall maintain and repair as necessary, the portion of the Maintenance Area designated on Exhibit "B". Said maintenance shall include, but is not limited to, patching potholes; replacing signs and markers; providing repair of the road surface and shoulder area as a result of storm or other damage; maintaining and cleaning the storm drain and catch basin, and removing debris from the right-of-way.

B. Indemnity

This section shall govern any liability incurred by one party through the fault of the other party.

1. Neither City nor any officer or employee of City shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority, or jurisdiction delegated to County under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify, defend, and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of County

under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement.

2. Neither County nor any officer or employee of County shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of City under or in connection with any work, authority, or jurisdiction delegated to the City under this agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, City shall fully indemnify, defend, and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the City under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement.

C. Term

This agreement shall remain in effect until such time that the parties hereto mutually agree to terminate this Agreement.

D. Modification and Termination

This Agreement may not be modified, terminated or rescinded, in whole or part, except by a written instrument duly executed and attested by the parties hereto or their successors or assigns.

E. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Notices

All notices to be delivered hereunder if personally delivered shall be deemed received when delivered; such notices, if mailed in the United States mail, shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt; and such notices if mailed in any other manner shall be deemed received on actual receipt.

Notices shall be mailed in the above manner to the following addresses:

County

Director of
Transportation
County of Riverside
P. O. Box 1090
Riverside, CA 92502

City

Public Works Director
City of Indio
100 Civic Center Mall
Indio, CA 92202

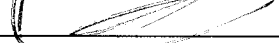
Either party may from time to time change address for notice by notifying the other party of such new address in the manner set forth in Paragraph F.

G. Entire Agreement

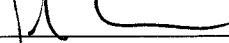
This instrument contains the entire Agreement between the parties relating to the grant of easement herein described.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

APPROVED:

BY: 
Juan C. Perez,
Director of Transportation
County of Riverside

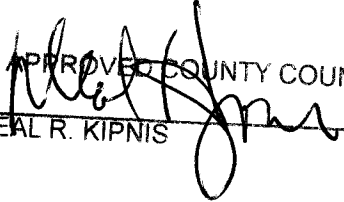
APPROVED:

BY: 
Jim H. Smith
Public Works Director
City of Indio

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

Dated _____

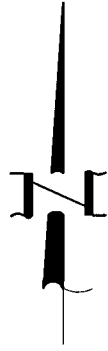
FORM APPROVED COUNTY COUNSEL
BY:  DATE _____
NEAL R. KIPNIS

ATTEST:

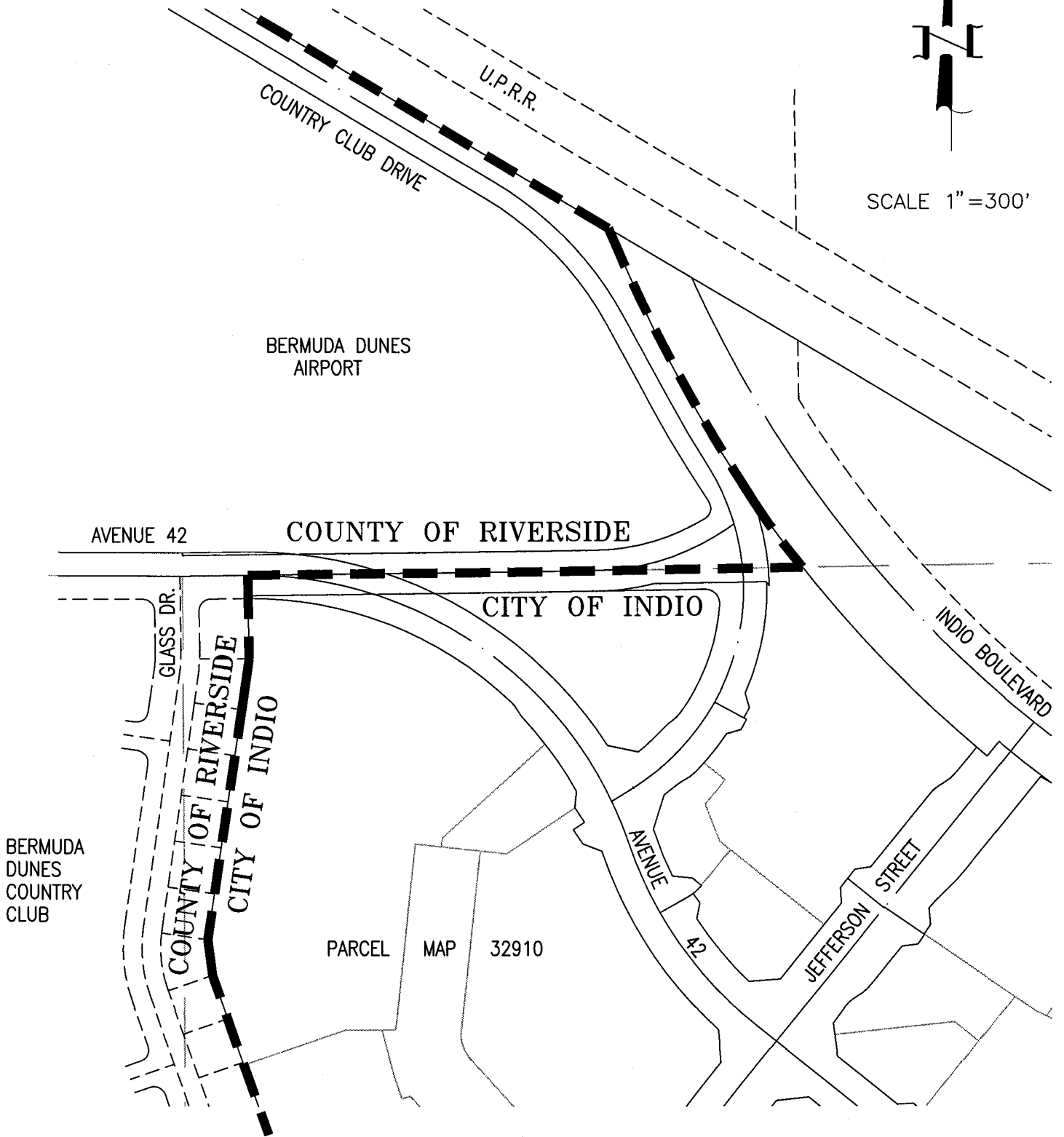
By: _____
Kecia Harper-Ihem, Clerk of the Board

By: _____
"County"
(Seal)

EXHIBIT "A"



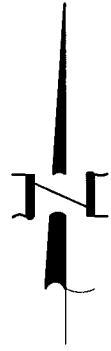
SCALE 1"=300'



LEGEND:

— — — — — COUNTY/CITY BOUNDARY LINE

EXHIBIT "B" MAINTENANCE AREA



SCALE 1" = 100'

BERMUDA DUNES
AIRPORT

MAINTENANCE AREA
(9,916 SQ. FT.±)

AVENUE 42

145'

COUNTY OF RIVERSIDE

CITY OF INDIO

AVENUE 42

BERMUDA
DUNES
COUNTRY
CLUB

GLASS DR.

COUNTY OF RIVERSIDE
CITY OF INDIO

PARCEL MAP 32910

LEGEND:



COUNTY/CITY BOUNDARY LINE



MAINTENANCE AREA