

FORM APPROVED COUNTY COUNSEL
BY: AP Victor 2/15/10
DATE

Departmental Concurrence

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

224A



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
March 4, 2010

SUBJECT: Agreement between the County of Riverside (County) and City of Riverside (City) for roadway improvement services on Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Drive.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement with the City of Riverside for roadway improvement services on Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Drive, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The County is undertaking the rehabilitation of Alexander Street, Barton



 Juan C. Perez
 Director of Transportation

JCP/kd
(Continued On Attached Page)

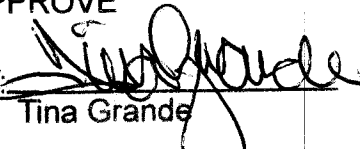
FINANCIAL DATA	Current F.Y. Total Cost:	\$140,410	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: City of Riverside (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

Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref

District: 1

Agenda Number:

Honorable Board of Supervisors

RE: Agreement between the County of Riverside and City of Riverside for roadway improvement services on Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Drive.

March 4, 2010

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Street, Calle Vista Drive, El Paseo Road, Vista Grande Drive, Loma Sola Street, Rancho Vista Road, Avenida Luna, Camino del Sol, Gem Street, Planada Court and Pueblo Court, located in the unincorporated area of the County. The City of Riverside has requested that Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Drive, located within the City's jurisdiction, be included with the County's proposed rehabilitation work. The City improvements consist of asphalt pavement overlay on the above referenced roads.

The estimated cost of the City's improvements is \$140,410. All costs associated with this additional work on behalf of the City would be fully reimbursed by the City of Riverside. No additional County funds would be required, thus there would be no Net County Cost impact. The work would be advertised for bid by the County and administered as a public works project.

County Counsel has approved the agreement as to form.

Project No.

COOPERATIVE AGREEMENT BY AND BETWEEN

Contract No. 09-11-005

COUNTY OF RIVERSIDE, Riverside Co. Transportation

AND

CITY OF RIVERSIDE

FOR ROADWAY IMPROVEMENT SERVICES ON

Avenida Hacienda, Avenida Munoz, Camino de Gloria,

Camino del Sol and Vista Grande Dr

This Agreement entered into this _____ day of _____, 2010, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Riverside, (hereinafter "CITY") for the provision of certain roadway rehabilitation treatment (pavement overlay) on portions of Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Dr, located within the jurisdictional boundaries of the CITY.

COUNTY and CITY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

- A. COUNTY has determined that there is a need for roadway rehabilitation treatment on Alexander Street, Barton Street, Calle Vista Drive, El Paseo Road, Vista Grande Drive, Loma Sola Street, Rancho Vista Road, Avenida Luna, Camino del Sol, Gem Street, Planada Court and Pueblo Court, located within the jurisdictional boundaries of the COUNTY.
- B. CITY has determined that there is a need for roadway rehabilitation treatment on portions of Avenida Hacienda, Avenida Munoz, Camino de Gloria, Camino del Sol and Vista Grande Dr, located within the jurisdictional boundaries of the CITY, as described in Exhibit A (Scope of Work).
- C. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of the roadway rehabilitation treatment located in the two jurisdictions (hereinafter "PROJECT") in an interest to coordinate the improvements and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- D. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.
- E. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be

1 administered, environmentally cleared, coordinated, constructed, managed, maintained and financed.

2 **AGREEMENT**

3 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
4 follows:

5 **SECTION 1 • COUNTY AGREES:**

- 6 1. To fund PROJECT construction costs for the improvements located within the jurisdictional boundaries of the
7 COUNTY.
- 8 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design
9 responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT
10 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
11 protection, relocation, or removal.
- 12 3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in
13 accordance with the California Environmental Quality ACT (CEQA), if applicable.
- 14 4. To furnish CITY a single invoice with a final reconciliation of project expenses within ninety (90) days following
15 the completion and acceptance of the constructed PROJECT improvements within the jurisdictional
16 boundaries of the CITY. The invoice amount shall not exceed the costs specified in Section 2 for the CITY's
17 share of the improvements.

18 **SECTION 2 • CITY AGREES:**

- 19 1. To reimburse COUNTY for the PROJECT construction costs estimated in the amount of **\$140,410** for the
20 improvements located within the jurisdictional boundaries of the CITY.
- 21 2. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
22 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
23 investigative activities required for pre-construction and construction activities of the PROJECT.
- 24 3. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
25 this agreement.

26 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 27 1. The work shall be performed by COUNTY forces.
- 28 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
29 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will

- 1 be necessary to transfer ownership.
- 2 3. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
3 PROJECT that are located outside of their respective right of way boundaries.
- 4 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
5 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
6 party hereto.
- 7 5. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
8 PROJECT for a period of three (3) years from the date of final payment.
- 9 6. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
10 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
11 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
12 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
13 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
14 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
15 under this Agreement.
- 16 7. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
17 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
18 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
19 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
20 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
21 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
22 this Agreement.
- 23 8. This agreement and the exhibits herein contain the entire agreement between the PARTIES, and are
24 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
25 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
26 this Agreement, is null and void.
- 27 9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
28 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any
29 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

10. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

11. This Agreement shall terminate upon completion of construction, and reconciliation of final invoicing and payment for the PROJECT.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

[Signatures on Following Page]

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 2/16/10
Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

[Signature] Dated: 2/25/10
County Counsel
Marsha L. Victor

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

PRINTED NAME
Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

_____ Dated: _____

CITY OF RIVERSIDE

APPROVED BY:

[Signature] Dated: 11/17/09
Belinda Graham

PRINTED NAME
Assistant City Manager

TITLE

APPROVED AS TO FORM:

[Signature] Dated: 10-16-09
Raychele B. Sterling

PRINTED NAME
Deputy City Attorney

TITLE

ATTEST:

City Clerk
[Signature] Dated: 11-18-09

[Signature]
Colleen Nicol

PRINTED NAME

EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Wedge plane, crack seal and asphalt overlay treatment to the existing pavement for the streets and limits listed in the table below. These locations are within the City of Riverside.

COST ESTIMATE:

Street Name	From	To	City's Cost
Avenida Hacienda	Avenida Munoz	Alexander St	33,060.00
Avenida Munoz	Camino del Sol	Avenida Hacienda	58,900.00
Camino de Gloria	Avenida Munoz	End of cul-de-sac	20,330.00
Camino del Sol	Avenida Munoz	195 ft westerly	14,820.00
Vista Grande Dr	Alessandro Blvd	175 ft southerly	13,300.00
Total Cost to City			\$140,410.00