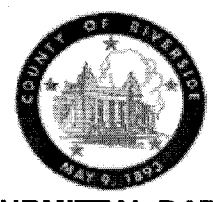


FORM APPROVED COUNTY COUNSEL
 BY: *M. L. Victor* 6/1/10
 DATE
 MARSHAL L. VICTOR

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

140A



SUBMITTAL DATE:
 May 6, 2010

FROM: TLMA - Transportation Department

SUBJECT: Agreement between the County of Riverside and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints for Traffic Signal Construction at the intersection of Washington Street and Avenue 41 and various drainage improvements.

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve the Agreement between the County of Riverside and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints and;
- (2) Authorize the Chairman of the Board to execute the same.

BACKGROUND: In the area of Bermuda Dunes, Plot Plan 21408 is conditioned to construct a traffic signal at the intersection of Washington Street and Avenue 41, and to receive fee credits

[Signature]
 Juan C. Perez
 Director of Transportation

JCP:ms:dlp
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$313,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Signal Supervisor District 4 (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. | District: 4 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.27

The Honorable Board of Supervisors

RE: Agreement between the County of Riverside and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints for Traffic Signal Construction at the intersection of Washington Street and Avenue 41 and various drainage improvements

May 6, 2010

Page 2 of 2

to offset the cost of the signal since Washington Street is a regional facility and Avenue 41 is a backbone road that serves Bermuda Dunes. The Plot Plan is also conditioned to construct a retention basin within its boundary to fully retain storm water on site.

During moderate to heavy rain storms Washington Street floods in this area and the six lanes of traffic are reduced to two lanes at times, greatly reducing utilization of this main artery for the public and emergency response providers. County maintenance crews are continuously mobilized to pump the storm water to keep at least one lane in each direction open on Washington Street at Emerald Crest Drive, which takes away from their ability to respond to other road issues and creates an on-going cost. The County determined that to improve public safety and to save maintenance costs in the long term, there is a need for drainage improvements that would utilize the Church's proposed retention basin and the County's existing retention basin located on Yucca Lane south of Avenue 41.

The Transportation Department and Church have negotiated this agreement that provides for constructing two drainage systems. One component is a storm drain system to connect an existing catch basin on the south east corner of Washington Street and Emerald Crest Drive that flows through an apartment complex to the Church retention basin and the other is to construct an overflow system that will connect the proposed storm drains on Sparkey Way to the existing 24-inch storm drain located within and along Avenue 41. The existing 24-in storm drain ultimately drains to the existing retention basin on Yucca Lane south of Avenue 41. The Church has also agreed to expand their on-site retention basin to carry water from the street. This drainage improvement will provide substantial benefit at a fraction of the cost of placing an extensive storm drain system.

The County and Church agreed that in exchange for constructing the drainage improvements on Washington Street and Sparkey Way, the County will construct the traffic signal at the intersection of Washington Street and Avenue 41, rather than having the Church construct it and receive fee credits.

The Church is funding all construction and construction inspection costs 100% for the drainage improvements.

The County is funding all construction and construction inspection costs 100% for the traffic signal improvements.

Upon completion, the traffic signal will be added to the existing County and the City of Palm Desert master maintenance agreement.

The Project No. is: C0-0538.

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS

CHRIST OF LATTER-DAY SAINTS

FOR TRAFFIC SIGNAL CONSTRUCTION AT THE INTERSECTION OF

WASHINGTON STREET AND AVENUE 41 AND VARIOUS DRAINAGE IMPROVEMENTS

This Agreement entered into this _____ day of _____, 2010, by and between the COUNTY of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (hereinafter "CPB"), for the provision of certain traffic signal improvements at the intersection of Washington Street and Avenue 41 and various drainage improvements located within the jurisdictional boundaries of the COUNTY and the City of Palm Desert.

RECITALS

- A. COUNTY has determined that there is a need for a traffic signal at the intersection of Washington Street and Avenue 41 (hereinafter "PROJECT A") as shown in Exhibit "A" (Location Map). As such, the County imposed a condition of approval on CPB's religious meetinghouse development project (Plot Plan 21408) to install "PROJECT A" as determined by the traffic study.
- B. COUNTY has determined that there is a need for drainage improvements, as more fully described herein (hereinafter "PROJECT B"), on Washington Street at Emerald Crest Drive.
- C. CPB is constructing a retention basin within its northern project boundary for full on-site storm water retention as per the conditions of approval imposed by the COUNTY for Plot Plan 21408.
- D. COUNTY and CPB agree that in exchange for CPB constructing "PROJECT B" to improve drainage on Washington Street at Emerald Crest Drive, the COUNTY will construct "PROJECT A".
- E. COUNTY and CPB agree that "PROJECT B" will consist of the installation of two drainage systems. One is to install a storm drain system to connect an existing catch basin on the south east corner of Washington Street and Emerald Crest Drive to the CPB retention basin as shown on Exhibit "B" (Drainage System); and the other is to install an overflow system that will connect the proposed storm drains on Sparkey Way to the

Traffic Signal at Washington Street and Avenue 41 and various Drainage Improvements

1
2 existing 24-inch storm drain located within and along Avenue 41 as shown on Exhibit "C" (Overflow System).

3
4 F. The western half of Washington Street at the subject intersection is within the jurisdictional boundary of the
5 City of Palm Desert. The eastern half is in the jurisdictional boundary of the COUNTY.

6
7 G. CPB completed the design of "PROJECT A" and obtained approvals from both COUNTY and City of Palm
8 Desert.

9
10 H. COUNTY and City of Palm Desert have an existing master maintenance agreement. "PROJECT A" will be
11 added to the master agreement upon completion of construction of "PROJECT A".

12
13 I. COUNTY and CPB desire to define herein the terms and conditions under which said "PROJECT A" and
14 "PROJECT B" are to be constructed.
15

16
17 **AGREEMENT**

18
19 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as
20 follows:
21

22
23 **SECTION 1 • COUNTY AGREES:**

- 24
25 1. To advertise, award, administer, and complete the construction of "PROJECT A".
26
27 2. To assume full financial responsibility of "PROJECT A" construction.
28
29 3. To identify and locate all utility facilities within the "PROJECT A" area. If any existing public and/or private utility facilities conflict with "PROJECT A" construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the "PROJECT A" plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within City's right of way to obtain a City encroachment permit prior to the performance of said relocation work.
4. To assume full maintenance responsibilities of "PROJECT B" upon completion of construction by CPB and acceptance of "PROJECT B" by COUNTY.
5. To expedite the plan check review process of "PROJECT B" within two weeks of submittal by CPB.
6. To clear the condition of approval that CPB construct "PROJECT A", as required by Plot Plan 21408, upon CPB completing "PROJECT B."
7. To indemnify and hold CPB, its officers, employees, agents and contractors free and harmless from any liability, damage, claim or action, including wrongful death, based or asserted upon any act or omission of COUNTY, including its officers, employees, agents and contractors related to or in any way connected with

Traffic Signal at Washington Street and Avenue 41 and various Drainage Improvements

1
2 the construction of "PROJECT A" and the maintenance of "PROJECT B" as defined herein. These
3 obligations shall survive the termination of this agreement.
4

- 5 8. The COUNTY and the person signing this agreement on behalf of the COUNTY represents and
6 acknowledges that this agreement represents a contractual arrangement by the COUNTY and is entered into
7 through the COUNTY's governmental authority and functions.
8
9

10 **SECTION 2 • CPB AGREES:**

- 11
12 1. To design and construct "PROJECT B". "PROJECT B" will connect the existing catch basin on the south east
13 corner of Washington Street and Emerald Crest Drive to the CPB retention basin as shown on Exhibit "B"
14 (Drainage System). "PROJECT B" will also connect the retention basin within the boundary of the CPB's
15 development to the existing 24-inch storm drain located under and along Avenue 41 via the extension of
16 Sparky Way as shown on Exhibit "C" (Overflow System).
17
18 2. To submit "PROJECT B" design to the COUNTY for review and approval within a reasonable time frame.
19
20 3. To assume full financial responsibility for the design, plan-check fee and construction of "PROJECT B".
21
22 4. To obtain all necessary encroachment permits to construct "PROJECT B" within existing and future COUNTY
23 right-of-way from COUNTY and pay all associated fees of processing and inspections.
24
25 5. To indemnify, defend and hold County of Riverside, its Agencies, Districts, Special Districts and Departments,
26 their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
27 representatives and contractors free and harmless from any liability, damage, claim or action, including
28 wrongful death, based or asserted upon any act or omission of CPB, including its officers, employees, agents
29 and contractors related to or in any way connected with the construction of "PROJECT B" as defined herein.

These obligations shall survive the termination of this agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
2. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null and void.

Traffic Signal at Washington Street and Avenue 41 and various Drainage Improvements

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3. 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.
4. This agreement shall terminate upon completion of "PROJECT A" and "PROJECT B" or upon mutual agreements of the parties.

Traffic Signal at Washington Street and Avenue 41 and various Drainage Improvements

APPROVALS

COUNTY:

Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

_____ Dated: _____
Deputy

(SEAL)

APPROVED AS TO FORM
PAMELA J. WALLS
County Counsel

M L Victor
Deputy Marsha L. Victor

Dated: 6/2/10

Corporation of The Presiding Bishop of the
Church of Jesus Christ of Latter-Day Saints,
a Utah corporation sole

BY: Takashi Wada

Name (Print): TAKASHI WADA

Its: Authorized Agent

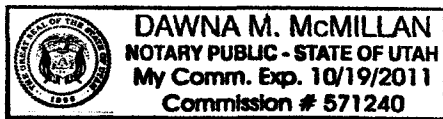
Dated: May 17, 2010

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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 17th day of May, 2010, personally appeared before me, Takashi Wada, personally known to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation executed the same.

WITNESS my hand and official seal.

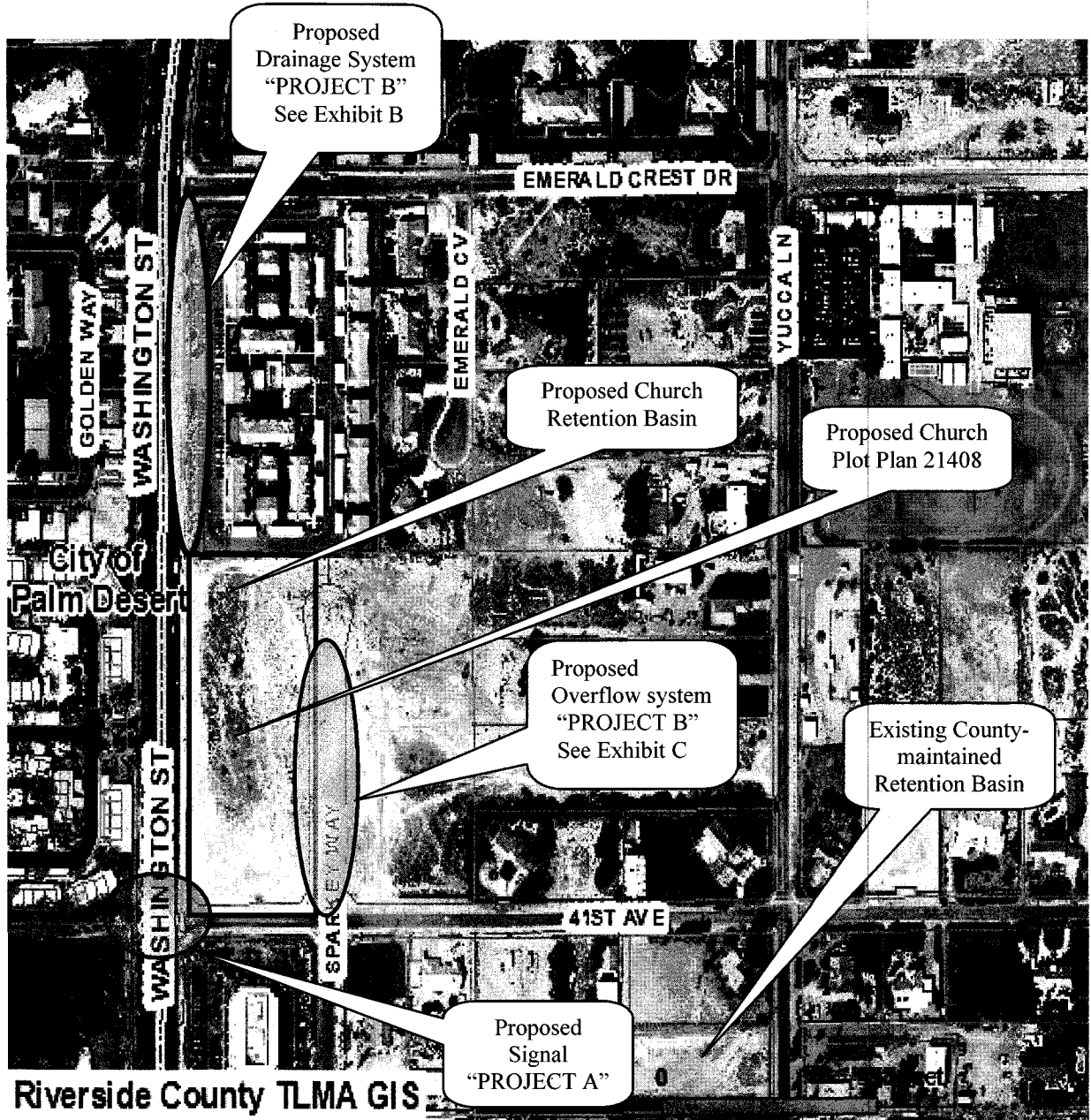


Dawna M. McMILLAN

Notary Public

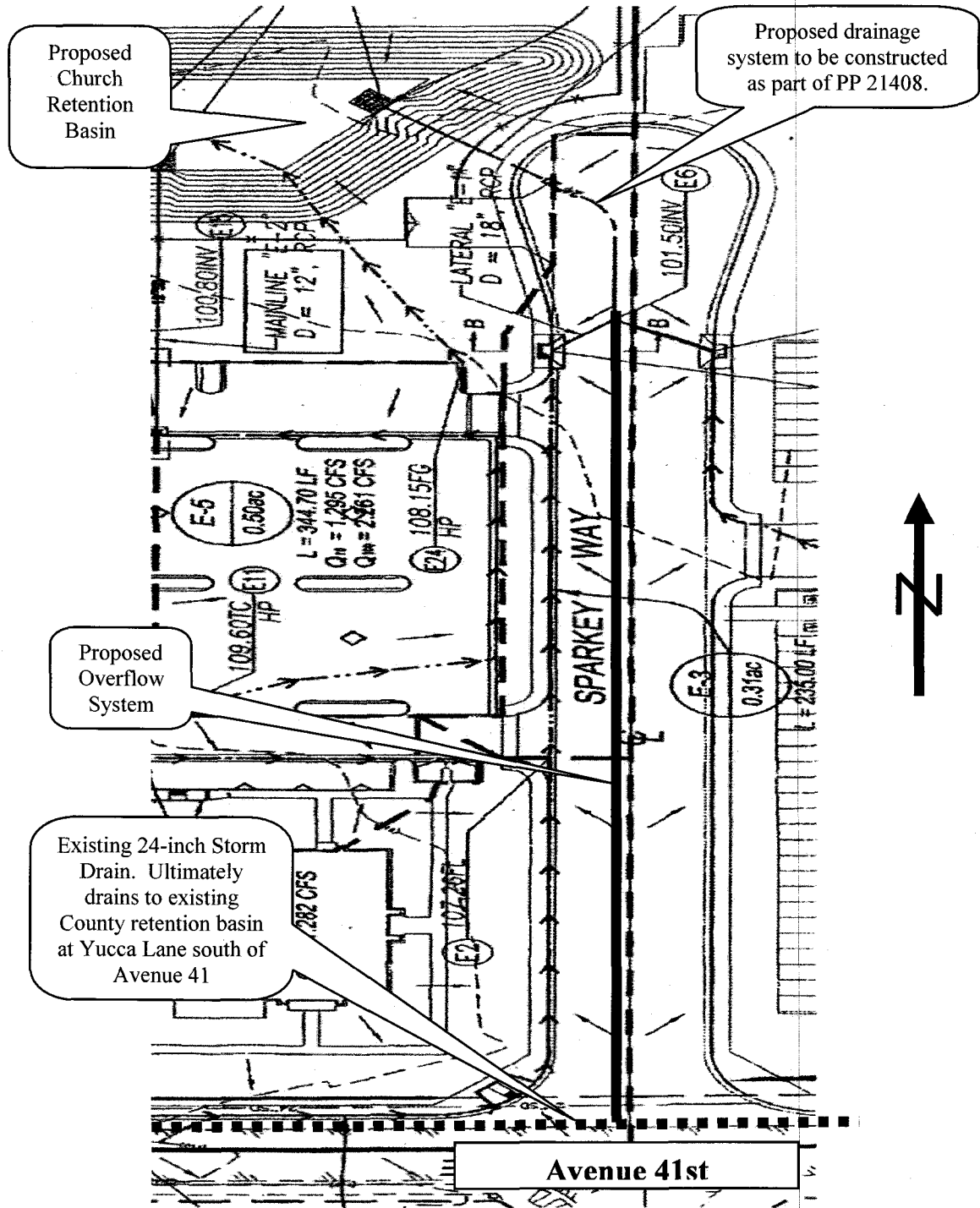
EXHIBIT A • LOCATION MAP

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Not to Scale

EXHIBIT C • OVERFLOW SYSTEM "PROJECT B"



Not to Scale

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