

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

616 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 19, 2012

SUBJECT: Joint Agreement between March Joint Power Authority (MJPA) and County of Riverside (County) for road improvements at Van Buren Boulevard and Meridian Parkway.

RECOMMENDED MOTION:

1. That the Board approve and authorize the Chairman of the Board to execute the Joint Agreement between MJPA and the County for road improvements at Van Buren Boulevard and Meridian Parkway.

BACKGROUND: In 2006 and 2007, the March Joint Powers Authority (MJPA) was awarded

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used on this project	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL L. VICTOR
DATE: 1/18/12

Departmental Concurrence

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

Prev. Agn. Ref. | **District:** 1/1&5/5 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.20

The Honorable Board of Supervisors

RE: Joint Agreement between March Joint Power Authority (MJPA) and County of Riverside (County) for road improvements at Van Buren Boulevard and Meridian Parkway.

January 19, 2012

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grant funding from the U.S. Department of Commerce, Economic Development Administration for abatement and demolition of the former Arnold Heights housing and school. The Arnold Heights abatement and demolition project was completed in 2008. Due to the overall costs of the project being less than originally estimated, the JPA has approximately \$1.6 million in grant funding remaining. The Department of Commerce has been working with MJPA staff to identify additional projects in the Arnold Heights area and has suggested the County become a co-applicant with the MJPA to use the remaining funds for road improvements at Van Buren Blvd. and Meridian Pkwy.

The project's scope includes three (3) phases of work to widen Van Buren Blvd. at Meridian Pkwy (formally Harmon Way), across from the entrance to the Riverside National Cemetery. The project improvements will enhance the entrance to the National Cemetery. Overall, the work consists of engineering and construction of public infrastructure including street lights, curb and gutter, asphalt paving, sidewalks and landscape. The Joint Agreement (JA) outlines the responsibilities of the MJPA and the County for the additional project work. Under this JA, the MJPA will be responsible for the overall design, construction, project management, planning, bidding, and oversight of grant funding to include administration, reporting and tracking. The County will issue encroachment permits required for pre-construction and construction activities, maintain roadway improvements within the right-of-way after acceptance (excluding any utilities, lighting, landscaping and irrigation improvements which will be maintained by others) and review plans and specifications to determine if the design is acceptable for later acceptance and maintenance by the County.

There are no County costs associated with the JA. The project will be 100% funded by the MJPA and the Department of Commerce grant funding. The term of the agreement is through September 20, 2027 or upon completion of the project and acceptance by the County.

The project will be funded 100% by the MJPA and grant funding.

Contract No. 12-01-003
Riverside Co. Transportation

JOINT AGREEMENT

BETWEEN

MARCH JOINT POWERS AUTHORITY

AND

COUNTY OF RIVERSIDE

For Road Improvements at

Van Buren Boulevard and Meridian Parkway

This Joint Agreement ("AGREEMENT") entered into this 4th day of January, 2012, by and between March Joint Powers Authority with a principal office address at 23555 Meyer Drive, Riverside, California 92518 ("MJPA"), and County of Riverside with a principal office address at the County Administrative Center, 4080 Lemon Street, 8th Floor, Riverside, California 92501 ("COUNTY") for the provision of certain road improvements at Van Buren Boulevard and Meridian Parkway. The COUNTY and MJPA are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

WHEREAS, MJPA and COUNTY desire to plan and construct a public works project in accordance with the Economic Development Administration (EDA) Financial Assistance Award Investment No. 07-49-05901 and No. 07-49-06063 for the development of infrastructure and road improvements on Van Buren Boulevard located at the former Arnold Heights housing area (the "PROJECT"), as further described in Exhibit A (Scope of Work); and

WHEREAS, both parties are responsible for ensuring the PROJECT is constructed in compliance with federal program requirements included in the EDA standard terms and conditions, and special conditions stipulated in accordance with the award documentation, the parties desire that specific areas of responsibility for each party be delineated herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

SECTION 1 • MJPA AGREES:

1. To be responsible for the overall design, construction project management, planning, bidding, and

1 construction. This shall include but not be limited to the following construction project management activities:

2 A) Usual and customary practices under the MIPA guidelines for planning and construction of Public
3 Works projects on County owned land.

4 B) Ensure reports, documentation and financial records are available for MIPA grant and fiscal
5 administration as required under the EDA grant.

6 2. To be responsible for all grant administration and compliance including fiscal administration of the
7 construction project and all other administration related to the grant obligations and the improvements
8 operations.

9 3. To ensure the integrity of the financial data and transactions, timeliness, accuracy and completeness of data
10 and reporting, and provide oversight of expenditure transactions to ensure compliance with applicable federal
11 laws, and in accordance with policies, rules, regulations, and EDA terms and conditions of award. This shall
12 include but not limited to the following activities:

13 A) Maintain accountability of funds expended over the course of the PROJECT.

14 B) Prepare financial and programmatic reporting as required by EDA.

15 C) Ensure integrity of allowable costs.

16 D) Acquire, manage and maintain any required property.

17 E) Ensure records resources are available for Federal, State and local audits.

18 F) Manage, maintain, and administer the programmatic aspects of the improvements including
19 maintenance upon project completion in perpetuity.

20 4. To provide utility coordination for the PROJECT design and construction. If any existing public and/or private
21 utility facilities conflict with the PROJECT construction, MIPA shall make all necessary arrangements with the
22 owners of such facilities for their protection, relocation, or removal. MIPA shall require the utility owner
23 and/or its contractors performing the relocation work within COUNTY's right of way to obtain a COUNTY
24 encroachment permit prior to the performance of said relocation work. In the case that any utility companies
25 are determined to have prior rights, the cost of relocating utilities shall be borne by the PROJECT.

26 5. To advertise, award and administer a public works contract for the construction of the PROJECT in
27 accordance with local agency Public Works Bidding Requirements, Public Contract Codes and California
28 Labor Codes.

29 6. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in

1 accordance with the California Environmental Quality ACT (CEQA), if applicable.

2 7. To make written application to COUNTY for an encroachment permit authorizing entry onto COUNTY's right
3 of way for purposes of constructing the PROJECT.

4 8. To fund any PROJECT costs in excess of the EDA grant.

5 **SECTION 2 • COUNTY AGREES:**

6 1. To issue to MJPA or its contractors, upon proper application by MJPA or MJPA's contractor, an encroachment
7 permit authorizing entry onto COUNTY's right of way to perform activities required for pre-construction and
8 construction activities of the PROJECT.

9 2. To maintain roadway improvements within the COUNTY's right-of-way after COUNTY's acceptance,
10 excluding any utilities, lighting, landscaping and irrigation improvements.

11 3. Review plans and specifications generally only to determine that design is acceptable for later acceptance
12 and maintenance by County.

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

14 1. Duration of this Agreement shall be January 4, 2012 through September 20, 2027, or upon completion and
15 acceptance of the improvements by the COUNTY, whichever occurs first. The period of this AGREEMENT
16 may be extended by mutual agreement of both PARTIES.

17 2. MJPA and COUNTY shall work cooperatively as co-grantees to construct the improvements.

18 3. COUNTY shall not be obligated to fund any portion of the PROJECT.

19 4. MJPA shall cause MJPA's contractor to maintain in force, until completion and acceptance of the PROJECT
20 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
21 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
22 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
23 required which name the MJPA, COUNTY, its officers, elected officials, employees, and agents as
24 additionally insured. MJPA shall also require MJPA's contractor to maintain Worker's Compensation
25 Insurance.

26 5. The COUNTY, any officer, employee, agent or representative thereof shall not be responsible for any damage
27 or liability occurring by reason of anything done or omitted to be done by MJPA under or in connection with
28 any work performed under the authority or jurisdiction of MJPA in connection with this AGREEMENT. It is
29 further agreed that pursuant to Government Code Section 895.4, MJPA shall fully indemnify, defend and hold

1 harmless COUNTY, any officer, employee, agent or representative thereof from any liability imposed for injury
2 (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done
3 by MJPA under or in connection with any work performed under this Agreement or under the authority or
4 jurisdiction of MJPA in connection with this AGREEMENT.

5 6. The MJPA, any officer, employee, agent or representative thereof shall not be responsible for any damage or
6 liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with
7 any work performed under the authority or jurisdiction of COUNTY in connection with this AGREEMENT. It is
8 further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold
9 harmless MJPA, any officer, employee, agent or representative thereof from any liability imposed for injury (as
10 defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by
11 COUNTY under or in connection with any work performed under this Agreement of under the authority or
12 jurisdiction of COUNTY in connection with this AGREEMENT.

13 7. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and are
14 intended by the PARTIES to completely state the AGREEMENT in full. Any agreement or representation
15 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
16 this AGREEMENT, is null and void.

17 8. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third
18 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
19 imposing any standard of care with respect to the maintenance of roads different from the standard of care
20 imposed by law.

21 9. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
22 collectively shall constitute one instrument.

23 10. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing
24 and delivered to the following addresses or such other address as the PARTIES may designate:

25 To COUNTY: Riverside County Transportation Department
26 Attention: Juan C. Perez, Director of Transportation
27 4080 Lemon Street, 8th Floor
28 Riverside, CA 92501
29 Phone: (951) 955-6740

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Fax: (951) 955-3198

To MJPA: March Joint Powers Authority
Attention: Lori M. Stone
23555 Meyer Drive
Riverside, California 92518
Phone: (951) 656-7000
Fax: (951) 653-5558

[Signatures of Parties on Following Page]

APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

 Dated: 1/17/12

Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

 Dated: 1/18/12
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

Chairman, County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

_____ Dated: _____

Deputy


MARCH JOINT POWERS AUTHORITY

APPROVED BY:

 Dated: 1/5/2012

Lori M. Stone
Executive Director

APPROVED AS TO FORM:

 Dated: 01/04/12

John Brown
Legal Counsel

ATTEST:

Carey L. Allen, CMC
Clerk, March Joint Power Commission


 Dated: 1/5/12

EXHIBIT A • SCOPE OF WORK

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EDA 3 – Financial Assistance Award Investment No. 07-49-05901

\$1,425,000 Fed / \$158,334 MJPA Share

Awarded 9/21/06

This Project is Phase 1 & 2, of 3 for the widening of Van Buren Blvd into property previously USAF Arnold Heights Base Housing. The work consists of the engineering and installation of public infrastructure including street lights, curb and gutter, asphalt paving, sidewalks, landscape. The project re-improves the front footage of the previous USAF Arnold Heights Base Housing.

EDA 4 – Financial Assistance Award Investment No. 07-49-06063

\$950,000 Fed / \$105,556 MJPA Share

Awarded 9/20/07

This Project is Phase 3, of 3, for the widening of Van Buren Blvd. at the Intersection of Meridian Parkway (formally Harmon Way within USAF Arnold Heights Base Housing) across from the entrance to the Riverside National Cemetery. The work consists of the engineering and installation of public infrastructure including street lights, curb and gutter, asphalt paving, sidewalks, landscape, and enhanced concrete paving to supplement the entrance to the National Cemetery.