

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



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
January 19, 2012

SUBJECT: Cooperative Agreement between the County of Riverside (COUNTY) and the City of Corona (CITY) for Paseo Grande Sidewalk Improvements

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Corona for Paseo Grande sidewalk improvements, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The COUNTY and CITY jointly applied for and received an SB 821 Grant in the amount of \$73,000 from Riverside County Transportation Commission (RCTC) to install sidewalks along Paseo Grande in the Coronita area. In addition, the County and City have agreed to share Project costs that are above and beyond the Grant amount at a 50/50 percent



Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 36,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: SB821(50%), Measure A(25%), City of Corona(25%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE
BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 1/25/12

Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | **District:** 2/2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 . 30

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (COUNTY) and the City of Corona (CITY) for Paseo Grande Sidewalk Improvements

January 19, 2012

Page 2 of 2

split between both parties.

The improvements will primarily consist of installing sidewalks and associated appurtenances on the westerly side of Paseo Grande between Ontario Avenue and just south of Las Posas Road in the City of Corona and the unincorporated Coronita area of Riverside County. The proposed sidewalk will tie into existing sidewalks at the north and south limits of the Project. The length of the Project is approximately 875 linear feet, with the north half of Paseo Grande in the City of Corona and the south half in the unincorporated County area.

The City will be the lead agency for obtaining environmental clearance, preparation of the plans and specifications and administering the construction of the Project. The City will also be the lead agency to invoice RCTC for the SB 821 Grant funding. The County will provide design review and construction quality control reviews as necessary.

Project Number: C2-0155

1 COOPERATIVE AGREEMENT BY AND BETWEEN

2 COUNTY OF RIVERSIDE

3 AND

4 CITY OF CORONA

5 FOR SIDEWALK IMPROVEMENTS ON

6 Paseo Grande Sidewalk (Ontario Avenue to Las Posas Road)

7 This Agreement entered into this _____ day of _____, 2012, by and between the County of
8 Riverside, (hereinafter "COUNTY"), and the City of Corona, (hereinafter "CITY") regarding the development and
9 implementation of certain sidewalk improvements on Paseo Grande located within the jurisdictional boundaries of
10 both the COUNTY and the CITY. COUNTY and CITY are sometimes collectively referred to herein as the
11 "PARTIES".

12 **RECITALS**

- 13 A. COUNTY and CITY have applied for and received a grant from the Riverside County Transportation
14 Commission under the SB-821 Grant Program to install sidewalks along Paseo Grande from Ontario Avenue
15 to Las Posas Road (hereinafter "PROJECT") as described in Exhibit A.
- 16 B. COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.
- 17 C. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of
18 PROJECT in an interest to coordinate the improvements.
- 19 D. COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefore
20 provide the administrative, technical, managerial, and support services necessary to develop and implement
21 PROJECT.
- 22 E. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY and
23 CITY with respect to design, construction, inspection, ownership, operation and maintenance, and funding of
24 PROJECT.

25 **AGREEMENT**

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

28 **SECTION 1 • CITY shall:**

29 1. Prepare, or cause to be prepared, plans and specifications for PROJECT, hereinafter called
Cooperative Agreement
27157.09000\7071378.2

1 "IMPROVEMENT PLANS", in accordance with COUNTY and CITY standards, and as described in Exhibit A
2 attached hereto and incorporated herein by this reference, and shall submit such IMPROVEMENT PLANS to
3 COUNTY for its review prior to awarding a public works construction contract for PROJECT.

4 2. Pursuant to, and in accordance with, the California Environmental Quality Act (hereinafter "CEQA"), assume
5 lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate
6 CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

7 3. Obtain all necessary permits, approvals or agreements required by any Federal or State resource or
8 regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such
9 documents may include but are not limited to, a Section 404 permit issued by the United States Army Corps
10 of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality
11 Control Board, and National Pollutant Discharge Elimination System Permit issued by the State Water
12 Resources Control Board.

13 4. Secure all necessary rights of way, rights of entry and temporary construction easements within CITY
14 necessary to construct, operate and maintain PROJECT. If any existing public and/or private utility facilities
15 conflict with PROJECT construction, CITY shall make all necessary arrangements with the owners of such
16 facilities for their protection, relocation, or removal.

17 5. Keep an accurate accounting of all design costs associated with the preparation of plans and specifications
18 for PROJECT and if requested, provide COUNTY with a final accounting of all PROJECT costs.

19 6. Advertise, award and administer a public works construction contract for PROJECT.

20 7. Prior to awarding a public works construction contract for PROJECT, provide COUNTY seven (7) calendar
21 days following construction bid opening to review and approve or reject bids for construction of PROJECT.
22 COUNTY may only reject bids found by COUNTY to be either (i) unreasonably high, or (ii) unbalanced so as
23 to shift the burden of overall costs unduly upon the construction costs portion of PROJECT. COUNTY shall
24 not unreasonably withhold approval of a construction contract award.

25 8. Construct PROJECT in accordance with IMPROVEMENT PLANS prepared by CITY and approved by CITY
26 and COUNTY.

27 9. Inspect construction of PROJECT.

28 10. Furnish all construction survey and materials testing services necessary to construct PROJECT.

29 11. Grant COUNTY, by execution of this Agreement, the right to enter upon property owned or controlled

1 by CITY where necessary and convenient for the purpose of gaining access to the PROJECT.

2 12. Not approve any change orders involving the construction of PROJECT without the prior written approval of
3 COUNTY.

4 13. Request all SB 821 Grant reimbursements for PROJECT from the Riverside County Transportation
5 Commission.

6 14. Submit monthly invoices to COUNTY for COUNTY's share of PROJECT costs in accordance with Table "A"
7 contained in Exhibit "A," attached hereto and incorporated herein by this reference.

8 15. Upon completion of PROJECT construction and CITY's acceptance thereof, be solely responsible for the
9 ownership, operation and maintenance of PROJECT within CITY jurisdictional limits.

10 16. Upon completion of PROJECT construction, obtain COUNTY's written acceptance of work within COUNTY
11 jurisdiction prior to recording any Notice of Completion.

12 17. Provide COUNTY with a copy of CITY's Notice of Completion.

13 18. Upon completion of PROJECT construction, CITY's civil engineer of record or construction civil engineer of
14 record, duly registered in the State of California, shall provide COUNTY an "As-Built" record drawing of
15 IMPROVEMENT PLANS.

16 19. Upon CITY acceptance of PROJECT for ownership, operation and maintenance, and if applicable, provide
17 COUNTY a single invoice with a final reconciliation of PROJECT expenses incurred by CITY in excess of the
18 original grant amounts for PROJECT. The total sum of all such additional amount shall be split 50/50 ratio
19 between COUNTY and CITY.

20 **SECTION 2 • COUNTY shall:**

21 1. Review and approve IMPROVEMENT PLANS prior to CITY advertising for construction.

22 2. As determined necessary by COUNTY, conduct a periodic review of PROJECT construction at its sole cost
23 and provide any comments to CITY'S primary inspector who shall be solely responsible for all
24 communications with CITY'S contractor(s) during the construction of PROJECT.

25 3. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractor, an
26 encroachment permit authorizing entry onto COUNTY'S right of way to perform survey and other activities
27 required for pre-construction and construction activities of the PROJECT.

28 4. Review all PROJECT construction change orders submitted to COUNTY by CITY and notify CITY within
29 seven (7) calendar days following such submittal(s) regarding COUNTY'S approval or disapproval of

1 such change orders. COUNTY shall not unreasonably disapprove construction change orders.

2 5. To pay within 45 calendar days of receipt all invoices submitted by CITY for COUNTY'S share of PROJECT
3 costs in accordance with Table "A" contained in Exhibit "A," attached hereto and incorporated herein by this
4 reference.

5 6. Upon notification by CITY that the contractor has stated the PROJECT is complete, review PROJECT for
6 acceptance by COUNTY.

7 7. Upon completion of PROJECT construction and COUNTY's acceptance thereof, be solely responsible for the
8 ownership, operation and maintenance of PROJECT within COUNTY jurisdictional limits.

9 8. After PROJECT completion and final accounting, reimburse CITY for any PROJECT costs above those costs
10 shown in Table "A" at a 50/50 ratio between COUNTY and CITY.

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

12 1. COUNTY Director of Transportation, on behalf of COUNTY, and Director of Public Works of CITY, on behalf
13 of CITY, are authorized to approve an increase in project budgets, respectively, in an amount not to exceed
14 10% of the original budget share of each party based on the share of costs shown in Table "A" in Exhibit "A."

15 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement shall
16 automatically be vested with the jurisdiction in which the improvements reside and no further agreement shall
17 be necessary to transfer ownership.

18 3. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
19 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
20 party hereto.

21 4. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
22 PROJECT for a period of three (3) years from the date of final payment.

23 5. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
24 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
25 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
26 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
27 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
28 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
29 under this Agreement.

1 6. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
2 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
3 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
4 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
5 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
6 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
7 this Agreement.

8 7. In the event of any arbitration, action or suit brought by either CITY or COUNTY against the other by reason
9 of any breach on the part of the other party or any of the covenants and agreements set forth in this
10 Agreement, or any other dispute between the COUNTY and CITY concerning this Agreement, the prevailing
11 party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and
12 recover from the other party all costs and expenses or claims, including but not limited to attorneys fees and
13 expert witness fees. This section shall survive any termination of this Agreement.

14 8. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
15 unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or
16 invalidated in any way.

17 9. This Agreement is to be construed in accordance with the laws of the State of California.

18 10. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

19 11. All notices sent or required to be sent to the parties to this Agreement shall be mailed by first class mail,
20 postage prepaid, to the following addresses:

21 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
22 3525 14th Street
23 Riverside, CA 92501
Attn: Lawrence Tai

CITY OF CORONA
400 S. Vicentia Avenue
Corona, CA 92882-2187
Attn: Robert Morin

24 12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights
25 provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State
26 of California, and the parties hereto waive all provisions of law providing for a change of venue in such
27 proceedings to any other county.

28 13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of
29 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by

1 CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement
2 shall not be construed against the party that prepared it in its final form.

3 14. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not
4 be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.
5 Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance
6 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms
7 hereof, or stopping COUNTY or CITY from enforcing this Agreement.

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

12 16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
13 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any
14 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

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

18 18. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the
19 PROJECT, except that the indemnification provisions in Section 5 and 6 herein shall survive termination of
20 this agreement.


21
22 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
23
24
25
26
27
28
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

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.

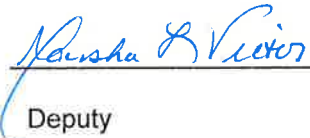
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:



Dated: 1/17/12
Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel



Dated: 1/25/12
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

Dated: _____

PRINTED NAME
Chairman, Board of Supervisors

ATTEST:

Dated: _____
Kecia Harper-Ihem
Clerk of the Board

CITY OF CORONA

RECOMMENDED FOR APPROVAL:

Dated: _____
Kip D. Field
Director of Public Works

APPROVED BY:

Dated: _____
Bradly L. Robbins

PRINTED NAME
City Manager

TITLE

APPROVED AS TO FORM:

Dated: _____
Dean Derleth

PRINTED NAME
City Attorney

TITLE

ATTEST:

Dated: _____
Jan Bates
City Clerk

1
2 **EXHIBIT A • SCOPE OF WORK**
3

4 DESCRIPTION: Design and construct sidewalk on the westerly side of Paseo Grande between Ontario Avenue
5 and just south of Las Posas Road in the Coronita area of the City of Corona and unincorporated area of Riverside
6 County. The improvements shall primarily consist of installing sections of asphalt concrete sidewalk and concrete
7 sidewalk, and associated appurtenances, as necessary. The proposed sidewalk shall tie into existing sidewalks
8 at the north and south limits of the PROJECT. The length of the PROJECT is approximately 875 linear feet, with
9 the north half of Paseo Grande in the City of Corona and the south half in the unincorporated COUNTY area.
10
11

12 Table "A":

13 Item	SB821 Grant	County Share	City Share	Total
14 Engineering/Admin	\$ 14,500	\$ 7,250	\$ 7,250	\$ 29,000
15 Construction	\$ 45,000	\$ 22,500	\$ 22,500	\$ 90,000
16 Construction Mgmt.	\$13,500	\$ 6,750	\$ 6,750	\$ 27,000
17 Total	\$ 73,000	\$36,500	\$ 36,500	\$146,000