

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

323
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FROM: TLMA - Transportation Department

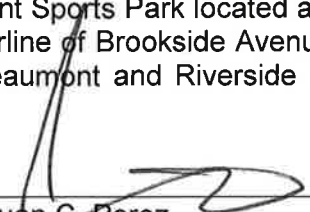
SUBMITTAL DATE:
April 5, 2012

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Beaumont for Brookside Avenue Roadway Improvements

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Beaumont for Brookside Avenue roadway improvements, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The City of Beaumont is proposing to construct roadway improvements on Brookside Avenue in the vicinity of the Beaumont Sports Park located at the southeast corner of Beaumont and Brookside Avenues. The centerline of Brookside Avenue, at this location, is the jurisdictional boundary between the City of Beaumont and Riverside County. The north side



Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 80,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Gas Tax (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in 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:  MARSHALA L. VICTOR
DATE: 5/27/12
Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

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

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Beaumont for Brookside Avenue Roadway Improvements

April 5, 2012

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being the County's jurisdiction and the south is the City's jurisdiction. The proposed improvements would include work on both sides of the street from Beaumont Avenue to approximately 600 linear feet easterly.

The proposed improvements would fully improve Brookside Avenue on both sides by grinding the existing pavement and placing an asphalt overlay, improving street drainage and installing associated appurtenances.

The County and City desire to cooperate and jointly participate in funding of the Project. The City will fund the improvements within the City's jurisdiction. Also, the City will be the lead agency for obtaining environmental clearance, preparation of the plans and specifications and administering the construction of the entire Project.

The County will fund up to \$80,000 towards the Project, which represents the estimated cost of improvements within the County's jurisdiction. The County will also provide design review and construction quality control reviews as necessary.

Project Number: C2-0159

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF BEAUMONT

For Roadway Improvements on

Brookside Avenue

This Agreement entered into this _____ day of _____, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Beaumont, (hereinafter "CITY") regarding the development and implementation of certain roadway improvements on Brookside Avenue located within the jurisdictional boundaries of both the COUNTY and the CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The COUNTY and CITY have determined that there is great need for roadway improvements on Brookside Avenue (hereinafter "PROJECT") as further described in Exhibit "A" (Scope of Work).
- B. The COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.
- C. The COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefore provide the administrative, technical, managerial, and support services necessary to develop and construct the PROJECT.
- D. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY and CITY with respect to administration, design, construction, inspection, ownership, operation and maintenance, and funding of the PROJECT.

AGREEMENT

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

SECTION 1 • CITY shall:

- 1. Fund \$110,700 toward the cost of the PROJECT. The estimated cost for the PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.
- 2. Prepare, or cause to be prepared, plans and specifications for the PROJECT, hereinafter called

1 "IMPROVEMENT PLANS", in accordance with CITY and COUNTY standards, and as described in Exhibit "A"
2 attached hereto and incorporated herein by this reference. CITY shall submit such IMPROVEMENT PLANS
3 to COUNTY for its review of the proposed improvements within the COUNTY's jurisdiction, prior to final
4 approval of the IMPROVEMENT PLANS.

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

8 4. Obtain all necessary permits, approvals or agreements required by any Federal or State resource or
9 regulatory agencies pertaining to the construction, operation and maintenance of the PROJECT, as
10 applicable.

11 5. Secure all necessary rights of way, rights of entry and temporary construction easements within CITY
12 necessary to construct, operate and maintain the PROJECT.

13 6. Provide utility coordination for the PROJECT development and construction. If any existing public and/or
14 private utility facilities conflict with the PROJECT construction, CITY shall make all necessary arrangements
15 with the owners of such facilities for their protection, relocation, or removal. CITY shall require the utility
16 owner and/or its contractors performing the relocation work within COUNTY's right of way to obtain a
17 COUNTY encroachment permit prior to the performance of said relocation work. In the case that any utility
18 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the PROJECT.

19 7. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance
20 with local agency Public Works Bidding Requirements, Public Contract Codes and California Labor Codes.

21 8. Construct PROJECT in accordance with IMPROVEMENT PLANS prepared by CITY and approved by CITY
22 and COUNTY.

23 9. Furnish all construction inspection, survey and materials testing services necessary to construct PROJECT.

24 10. Grant COUNTY the right to enter upon property owned or controlled by CITY where necessary and
25 convenient for the purpose of gaining access to the PROJECT.

26 11. Obtain written approval from COUNTY for any change orders involving the COUNTY's portion of the
27 PROJECT prior to CITY approving such change orders.

28 12. Upon completion of PROJECT construction and CITY's acceptance thereof, be solely responsible for the
29 ownership, operation and maintenance of improvements within CITY jurisdictional limits.

- 1 13. Upon completion of PROJECT construction, obtain COUNTY's written acceptance of work within COUNTY
2 jurisdiction prior to recording any Notice of Completion.
- 3 14. Provide COUNTY with a copy of CITY's Notice of Completion.
- 4 15. Upon completion of PROJECT construction, CITY's civil engineer of record or construction civil engineer of
5 record, duly registered in the State of California, shall provide COUNTY an "As-Built" record drawing of
6 IMPROVEMENT PLANS.
- 7 16. Keep an accurate accounting of all PROJECT costs, and if requested by COUNTY, provide COUNTY with a
8 final accounting of all PROJECT costs.
- 9 17. Submit to COUNTY a single invoice with a final reconciliation of the PROJECT expenses within 90 calendar
10 days following the notice of completion and acceptance of the PROJECT construction contract.

11 **SECTION 2 • COUNTY shall:**

- 12 1. Fund up to \$80,000 toward the cost of the PROJECT. The estimated cost for the PROJECT and each
13 PARTY's share of costs are provided in Exhibit "B" herein.
- 14 2. Review the portion of IMPROVEMENT PLANS applicable to the COUNTY prior to CITY advertising the
15 PROJECT for construction.
- 16 3. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractor, an
17 encroachment permit authorizing entry onto COUNTY'S right of way to perform survey and other activities
18 required for pre-construction and construction activities of the PROJECT.
- 19 4. To provide a representative to coordinate with the CITY's resident engineer during the construction of the
20 PROJECT.
- 21 5. As determined necessary by COUNTY, conduct a periodic review of PROJECT construction at its sole cost
22 and provide any comments to CITY'S primary inspector who shall be solely responsible for all
23 communications with CITY'S contractor(s) during the construction of the PROJECT.
- 24 6. Review PROJECT construction change orders applicable to work within COUNTY jurisdiction, submitted to
25 COUNTY by CITY. County will notify CITY within seven (7) calendar days following such submittal(s)
26 regarding COUNTY'S approval or disapproval of such change orders. COUNTY shall not unreasonably
27 disapprove construction change orders.
- 28 7. To pay within 45 calendar days of receipt all invoices submitted by CITY for COUNTY'S share of PROJECT
29 costs in accordance with Exhibit "B" herein.

1 8. Upon completion of PROJECT construction and COUNTY's acceptance thereof, be solely responsible for the
2 ownership, operation and maintenance of those portions of the improvements within COUNTY's jurisdictional
3 limits.

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

- 5 1. The total construction cost of the PROJECT is estimated to be \$190,700 as detailed in Exhibit "B".
- 6 2. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause
7 the PROJECT to exceed the agreed budget, CITY shall be authorized to award contract.
- 8 3. If upon opening of bids for construction of the PROJECT and the lowest responsive bid is projected to cause
9 the PROJECT to exceed the agreed budget, DISTRICT and COUNTY shall endeavor to agree upon an
10 alternative course of action. If after thirty (30) calendar days from the date of bid opening, an alternative
11 course of action is not agreed upon, the bids shall be rejected and this AGREEMENT shall be deemed to be
12 terminated by mutual consent.
- 13 4. COUNTY and CITY agree that should unforeseen circumstances arise, which result in an increase of any
14 costs over those shown in Exhibit "B", COUNTY and CITY will in good faith consider an amendment to this
15 AGREEMENT to include any such costs under this AGREEMENT.
- 16 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement shall
17 automatically be vested with the jurisdiction in which the improvements reside and no further agreement shall
18 be necessary to transfer ownership.
- 19 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
20 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
21 party hereto.
- 22 7. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
23 PROJECT for a period of three (3) years from the date of final payment.
- 24 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
25 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
26 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
27 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
28 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
29 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY

1 under this Agreement.

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

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

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

18 12. This Agreement is to be construed in accordance with the laws of the State of California.

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

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

22 **COUNTY:**

23 Riverside County Transportation Department
24 Attn: Juan C. Perez, Director of Transportation
25 4080 Lemon Street, 8th Floor
26 Riverside, CA 92501
27 Phone: (951) 955-6740
28 Fax: (951) 955-3198

CITY:

City of Beaumont
Attn: Kishen Prathivadi
550 E. 6th Street
Beaumont, CA 92223
Phone: (951) 769 8520
Fax: (951) 769 8526

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

5 16. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of
6 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or
7 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not
8 be construed against the party that prepared it in its final form.

9 17. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not
10 be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.
11 Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance
12 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms
13 hereof, or stopping COUNTY or CITY from enforcing this Agreement.

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

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

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

24
25 **[Signatures of Parties on Following Page]**
26
27
28
29

APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

 _____ Dated: 3/24/12

Juan C. Perez

Director of Transportation

APPROVED AS TO FORM:

 _____ Dated: 3/27/12

Pamela J. Walls

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

John Tavaglione

Chairman, County Board of Supervisors

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

_____ Dated: _____

Deputy

CITY OF BEAUMONT

APPROVED BY:

 _____ Dated: 3-6-12

Mayor

ATTEST:

 _____ Dated: 3-7-12

Name Shelby Harvey

Title Deputy City Clerk

EXHIBIT A • SCOPE OF WORK

DESCRIPTION:

The City of Beaumont is proposing to construct roadway improvements on Brookside Avenue in the vicinity of the Beaumont Sports Park located at the southeast corner of Beaumont and Brookside Avenues. The centerline of Brookside Avenue is the jurisdictional boundary between the City of Beaumont and Riverside County. The north side being the County's and the south is the City's. The proposed improvements would include work on both sides of the street from Beaumont Avenue to approximately 600 linear feet easterly.

The proposed improvements would fully improve Brookside Avenue on both sides by grinding the existing pavement and placing an asphalt overlay. On the north side of the street, an 18-inch rumble strip, 8-foot asphalt loading and unloading zone, and 3-foot wide aggregate base walkway will be provided. A catch basin to pick up drainage that confluences just east of the intersection is also proposed to improve the intersection drainage. The south side will also be paved with asphalt and asphalt dike constructed to control drainage. In addition, a modified outlet structure is also proposed to improve the drainage conditions. Installation of pavement striping and street signage will complete the project.

EXHIBIT B • PROJECT COST ESTIMATE

TASK	CITY	COUNTY	TOTALS
Construction	\$110,700	\$80,000	\$190,700
SUBTOTALS	\$110,700	\$80,000	\$190,700
x% Contingencies			
TOTALS	\$110,700	\$80,000	\$190,700