

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



FROM: Supervisor Bob Buster

SUBMITTAL DATE: May 10, 2012

SUBJECT: First District use of Community Improvement Designation Funds (CIDF) designated to a Cooperative Agreement By and Between City of Riverside and County of Riverside for Roadway Improvement Services on John F. Kennedy Drive.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the use of Community Improvement Designation funds to the City of Riverside

City of Riverside- Public Works Department	\$50,000
3900 Main Street, 4 th Floor	
Riverside, CA 92522	

- 2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200 Contributions to Non-Co Agency	\$50,000
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Decrease Board Designation:

10000-1000100000-330135 Community Improvement	\$50,000
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- 3) Approve the Cooperative Agreement By and Between City of Riverside and County of Riverside for Roadway Improvement Services on John F. Kennedy Drive and Authorize Director of Transportation to take all necessary actions to implement this agreement.

BACKGROUND: The City of Riverside has approached the County with a request to participate in a joint paving project on John F. Kennedy Drive from Chicago to its eastern terminus at the Arroyo, which is currently not a County of City maintained road. There are dozens of County and City residents that live on or take access from this road. Under the terms of the agreement the County will provide up to \$50,000 and the City the remaining amount, which is estimated to exceed \$125,000.

I request that the Board of Supervisors approve a contribution of **\$50,000** to support this opportunity to receive a significant match from the City and complete another road in the Woodcrest Area.

REQUIRES
4/5th's VOTE

BOB BUSTER
1st District Supervisor

**Cooperative Agreement By and Between
City of Riverside
and County of Riverside
for Roadway Improvement Services on
John F. Kennedy Drive**

This Cooperative Agreement for Roadway Improvement Services on John F. Kennedy Drive (“Agreement”) is entered into this _____ day of _____, 2012, by and between the City of Riverside, a California charter city and municipal corporation, (“City”) and the County of Riverside, a political subdivision of the State of California (“County”) for the provision of certain roadway rehabilitation treatment (pavement overlay) on a portion of John F. Kennedy Drive, located within the jurisdictional boundaries of the City and County. City and County are sometimes collectively referred to herein as the “Parties.”

Recitals

- A. City has determined that there is a need for roadway rehabilitation treatment on John F. Kennedy Drive, located within the jurisdictional boundaries of the Parties, as located on Exhibit “A”, plat map.
- B. County has determined that there is a need for roadway rehabilitation treatment on John F. Kennedy Drive, located within the jurisdictional boundaries of the Parties, as located on Exhibit “A”, plat map.
- C. The Parties desire to have one agency take a lead role in the development and implementation of the roadway rehabilitation treatment located in the two jurisdictions (“Project”), and as described on Exhibit “B” Scope of Services, in an interest to coordinate the improvements and to reduce overall costs by processing the two separate jurisdiction improvements as one project.
- D. The Parties 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 implement Project.
- E. The Parties desire to define herein the terms and conditions under which said Project is to be administered, environmentally cleared, coordinated, constructed, managed and financed.

Section I – City Agrees:

- 1. To fund the design and construction of the Project. City shall pay all costs, except for County’s contribution in Section II below. Estimated design and construction costs are expected to be in excess of \$175,000.
- 2. To identify and locate all utility facilities within the Project areas as part of its project design responsibility, if applicable. If any existing public and/or private utility facilities conflict with Project construction, City shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal.

3. To prepare environmental document as necessary, and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA), if applicable.
4. To furnish County with a single invoice with a final reconciliation of Project expenses within ninety (90) days following the completion and acceptance of the constructed Project improvements. The invoice amount shall not exceed fifty percent (50%) of Project construction or Fifty Thousand Dollars (\$50,000), whichever is less.

Section II – County Agrees:

1. To reimburse City for the Project construction costs on a dollar for dollar basis not to exceed fifty percent (50%) of Project construction, or up to Fifty Thousand Dollars (\$50,000), whichever is less.
2. To issue, at no cost to City or its contractors, upon proper application by City or City's contractor, all permits necessary to enter onto County's right-of-way to perform survey and other investigative activities required for pre-construction and construction activities.
3. To pay within Forty-Five (45) days of receipt all invoices submitted by City for services rendered in accordance with this agreement.

Section III – It is mutually agreed as follows:

1. The work shall be performed by City forces or City contractor retained by City's competitive bidding process.
2. If City uses a contractor, the Project shall be administered in accordance with applicable laws, including the California Labor Code provisions regarding prevailing wages. CITY shall also cause CITY's contractor to maintain in force, until completion and acceptance of the Project construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury, Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the County, its officers, agents and employees as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to County prior to the start of construction.
3. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
4. Neither City nor County shall be responsible for any maintenance of the improvements provided by Project that are located outside of their respective right-of-way boundaries.
5. 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.

6. City and County shall retain or cause to be retained for audit, all records and accounts relating to Project for a period of not less than three (3) years from the date of final payment.

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

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

9. 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 the Agreement, is null and void.

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

11. 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.

12. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing and payment for project.

(Signatures on following page)

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.

CITY OF RIVERSIDE

COUNTY OF RIVERSIDE

APPROVED BY:

Recommended for approval:

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated: _____

Attest: _____
City Clerk

Approved as to form:

By: Maisha R. Veer 5/14/12
County Counsel

Approved as to form:

APPROVAL BY THE BOARD OF SUPERVISORS:

By: _____
Supervising Deputy City Attorney

By: _____
Name:
Chairman, Board of Supervisors

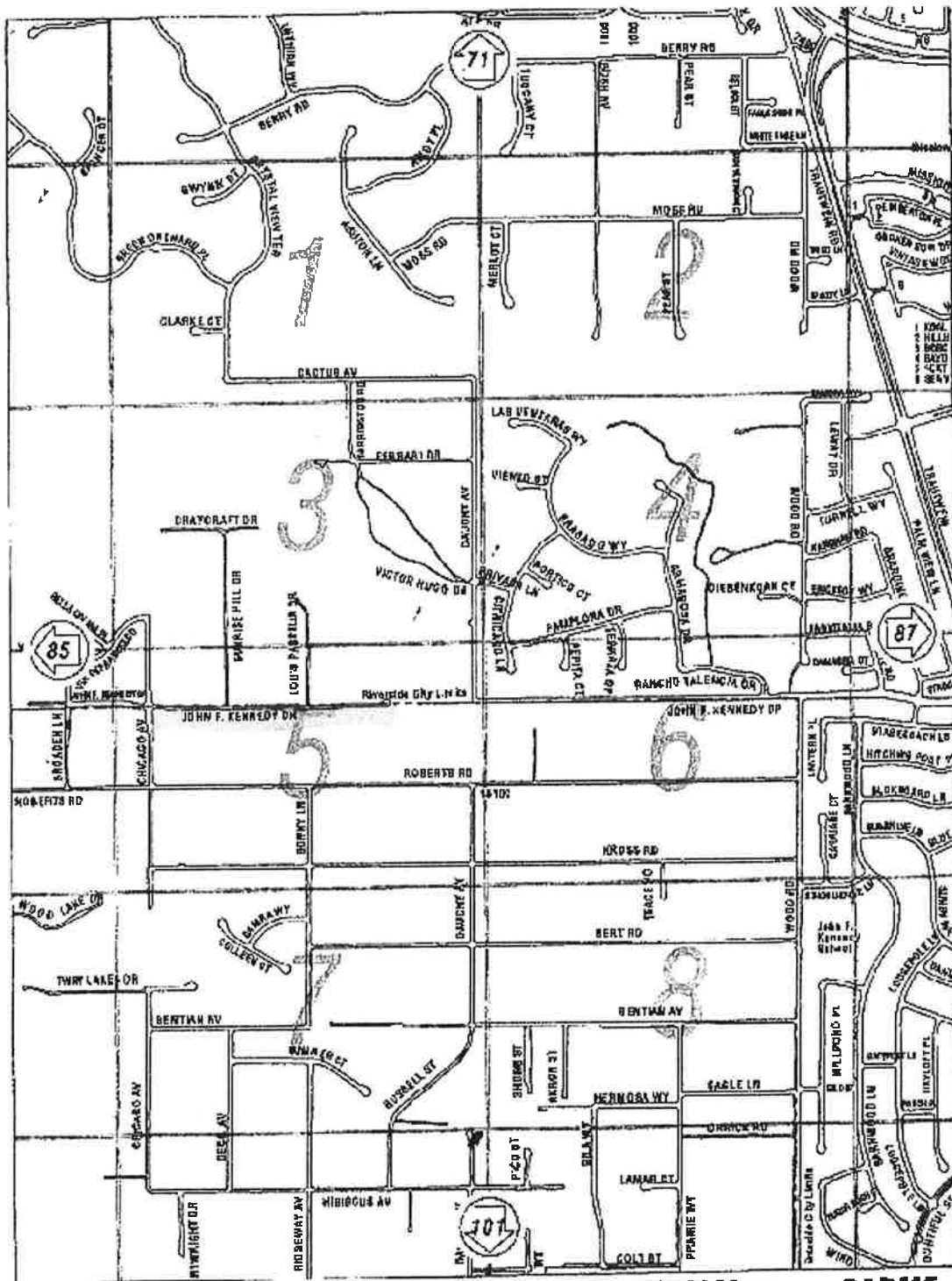
Dated: _____

Attest: _____
Name:
Clerk of the Board

Dated: _____

Exhibit "A"

Plat



RA (A)

Map Date - November 30, 2009

CADME

Exhibit "B"

Scope of Work

Description: Rehabilitate asphalt pavement and construct new asphalt pavement between on John F. Kennedy Drive from Chicago Avenue to 1,800 east of Chicago Avenue.