

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

835 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 31, 2011

SUBJECT: Cooperative Agreement by and between the County and City of Menifee for Chip Seal roadway maintenance treatment.

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached Cooperative Agreement between the County and the City of Menifee, and authorize the Chairman to execute the same.

BACKGROUND: The Project involves roadway maintenance treatment (Chip Seal) on Briggs Road between Newport Road and Garbani Road, which is located within the jurisdictional boundaries of both the County and the City of Menifee. (The centerline on Briggs Road is the City limit.)

Juan C. Perez
Director of Transportation

JCP:dkd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 22,923	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: City of Menifee (100%) There are no General Funds used for this project.			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 13, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

Prev. Agn. Ref.

District: 3

Agenda Number:

3.93

FORM APPROVED COUNTY COUNSEL
DATE 8/18/11
BY: MARSHAL L. VICTOR

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Cooperative Agreement by and between the County and City of Menifee for Chip Seal roadway maintenance treatment.

August 31, 2011

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County and City staff mutually determined the need for the maintenance work and both agreed that the County will take the lead in doing the work at one time to get a completed project done more economically and with less disruption to the public, and the City will reimburse the County for the portion that falls within the City's jurisdiction. Cost of this work is approximately \$48,000. By this agreement, the City of Menifee will reimburse funds to the County in the amount of \$22,923 for the City's share of the work.

This agreement has been approved by the City of Menifee.

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

Contract No. 11-08-008
Riverside Co. Transportation

AND

CITY OF MENIFEE

FOR ROADWAY IMPROVEMENT SERVICES ON

Briggs Road

This Agreement entered into this 13th day of September, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Menifee, (hereinafter "CITY") for the provision of certain roadway maintenance treatment (Chip Seal) on a portion of Briggs Road located within the jurisdictional boundaries of both the COUNTY and the CITY. COUNTY and CITY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

- A. COUNTY and CITY have determined that there is need for roadway maintenance treatment (Chip Seal) on a portion of Briggs Road (hereinafter "PROJECT") as described in Exhibit A (Scope of Work).
- B. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.
- D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

- 1. To administer, manage and provide support services necessary for the application of chip seal maintenance treatment to the existing pavement on Briggs Road, as set forth in Exhibit A, attached hereto and incorporated

[Handwritten initials]

1 by this reference.

- 2 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design
3 responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT
4 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
5 protection, relocation, or removal.
- 6 3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in
7 accordance with the California Environmental Quality ACT (CEQA), if applicable.
- 8 4. To furnish CITY a single invoice with a final reconciliation of project expenses within ninety (90) days following
9 the completion and acceptance of the constructed PROJECT improvements. The invoice amount shall not
10 exceed the costs specified in Section 2 for the CITY's share of the improvements.

11 **SECTION 2 • CITY AGREES:**

- 12 1. To reimburse COUNTY for the PROJECT construction costs estimated in the amount of **\$22,923** for the
13 improvements located within the jurisdictional boundaries of the CITY.
- 14 2. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
15 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
16 investigative activities required for pre-construction and construction activities of the PROJECT.
- 17 3. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
18 this agreement.

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

- 20 1. The work shall be performed by COUNTY forces.
- 21 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
22 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
23 be necessary to transfer ownership.
- 24 3. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
25 PROJECT that are located outside of their respective right of way boundaries.
- 26 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
27 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
28 party hereto.
- 29 5. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to

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1 PROJECT for a period of three (3) years from the date of final payment.

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

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

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

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

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

26 11. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the
27 PROJECT.

28
29 IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized

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representatives to be effective on the day and year first above-written.

[Signatures on Following Page]

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 8/17/11

Juan C. Perez

Director of Transportation

APPROVED AS TO FORM:

[Signature] Dated: 8/18/11

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

[Signature] Dated: SEP 13 2011

BOB BUSTER

PRINTED NAME

Chairman, Board of Supervisors

ATTEST:

[Signature] Dated: SEP 13 2011

Kecia Harper-Ihem

Clerk of the Board

CITY OF MENIFEE

APPROVED BY:

[Signature] Dated: 7/19/11

Wallace Edgerton

PRINTED NAME

Mayor

TITLE

APPROVED BY: ATTEST:

[Signature] Dated: 7/19/11

KATHY BENNETT

PRINTED NAME

CITY CLERK

TITLE

KBC

EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Apply Chip Seal maintenance treatment to the existing pavement for the street and limits listed in the table below. The location is within the City of Menifee and unincorporated areas of Riverside County.

COST ESTIMATE:

Street Name	From	To	City's Cost
Briggs Road	Newport Road	Garbani Road	\$22,923
Total Cost to City			\$22,923