

**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
Decrease Board Designation:		
10000-1000100000-330135	Community Improvement	\$50,000

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 15, 2012

Kecia Harper-Ihem
Clerk of the Board

By

Deputy
AGENDA NO.

Pf. Agn. ref. Supvr. Buster, E.O., Auditor(2), Transp. COB/DS
Dist.

3.33

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**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 15th day of April, 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.

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.

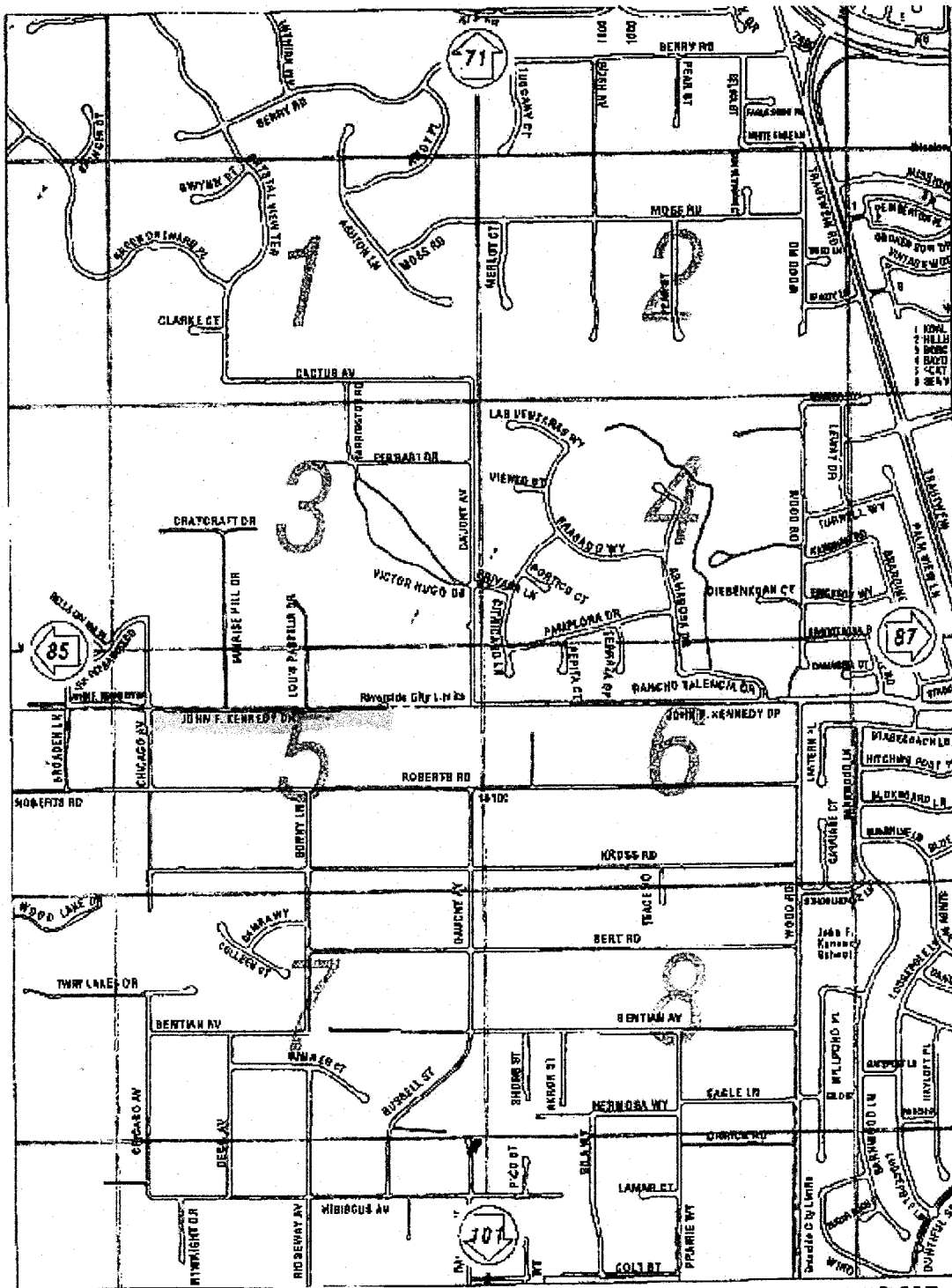
11. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

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

(Signatures on following page)

Exhibit "A"

Plat



RR (A)

Map Date - November 30, 2009

CADME

Victor, Marsha

From: Perez, Juan
Sent: Thursday, May 10, 2012 7:00 PM
To: Hermenegildo, Elena
Cc: Stahovich, Dave; Victor, Marsha; Piantadosi, Debra
Subject: FW: Form 11 JFK Paving - City of Riverside
Attachments: F-11 Coop Agmt City of Riverside JFK Paving2.doc; F-11 Coop Agmt City of Riverside JFK Paving2.pdf; Coop Agmt City of Riverside JFK Paving.DOCX; Coop Agmt City of Riverside JFK Paving.pdf

Importance: High

Elena, attached is the Form 11 and agreement in both Word and PDF. Feel free to edit as the Supervisor and Dave see fit. I'll be in tomorrow for a few hours as well.

Marsha, can you please sign off on the agreement on Monday a.m. (it's the version with your edits) and I'll have Debbie pick up and deliver to the COB.

Thanks all.

From: Piantadosi, Debra
Sent: Thursday, May 10, 2012 6:57 PM
To: Perez, Juan
Subject: Form 11 JFK Paving - City of Riverside

PDF and Word Documents attached for both Form 11 and Agreement

Debra L. Piantadosi

Debra (Debbie) L. Piantadosi
Executive Assistant II
for Juan C. Perez, Director
County of Riverside
Transportation Dept.
4080 Lemon St. 8th Floor
Riverside CA 92501
(951) 955-6743
MAIL STOP #1080
dpiantad@rctlma.org
www.rctlma.org



PLEASE NOTE: *The County of Riverside Administrative Center will be **closed on Fridays**, Public Service Hours are 8:00 a.m. to 5:00 p.m. - Monday through Thursday*

CONFIDENTIAL COMMUNICATION GENERATED
IN CONTEMPLATION OF LITIGATION