

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



**ITEM
3.66
(ID # 10166)**

MEETING DATE:

Tuesday, July 23, 2019

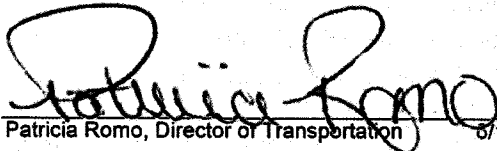
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Ratification and Approval of the Reimbursement Agreement by and between the County of Riverside and the City of Palm Desert for traffic signal equipment upgrades along Washington Street. District 4. [\$75,000 - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Reimbursement Agreement by and between the County of Riverside (County) and the City of Palm Desert (City) for traffic signal equipment upgrades along Washington Street for Fiscal Year 19/20 and authorize the Chairman of the Board to execute the same on behalf of the County.

ACTION: Policy

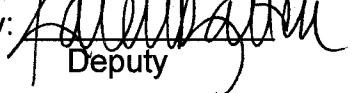

Patricia Romo, Director of Transportation 8/19/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 75,000	\$ 0	\$ 75,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: East County DIF Signal Mitigation Fund (Fund 30502).			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Palm Desert (City) is the lead agency on implementing traffic signal equipment upgrades at three signalized intersections along Washington Street: Washington Street at Avenue of the States, Washington Street at Hovley Lane East/42nd Ave, and Washington Street at Harris Lane. The scope of the traffic signal equipment upgrades include replacing aging traffic signal wires and traffic signal controller assemblies at each location.

The traffic signal equipment upgrades will preempt traffic signal wires from shorting out due to damaged wire insulation, which is caused by temperature fluctuation and aging. Additionally, the upgrades will improve traffic signal operations by utilizing the latest traffic signal controller technology and programming.

The estimated construction cost for the traffic signal equipment upgrades is \$150,000. The County's share of the construction cost will be based on the percentage of County's ownership of the three (3) intersections which is fifty (50) percent. The total cost to County shall not exceed \$75,000 unless authorized by County.

The City of Palm Desert City Council approved the reimbursement agreement on June 27, 2019.

County Counsel has approved the Agreement as to form.

Project No. C7-0037

Impact on Residents and Businesses

It will take approximately 3 working days to replace the wires and traffic signal controller assemblies at each intersection. The City and Contractor will be working with the community and businesses prior to the commencement of construction.

Additional Fiscal Information

County's share of the cost is fifty (50) percent of the actual construction cost, not exceeding \$75,000 based on City's estimate, unless it is authorized by the County.

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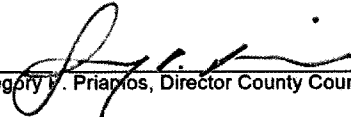
Funding will be provided through the East County DIF Signal Mitigation Fund. There are no general funds being used for this project.

ATTACHMENTS:

Reimbursement Agreement.


Jason Farin, Senior Management Analyst

7/17/2019


Gregory V. Priamos, Director County Counsel

7/10/2019

CITY OF PALM DESERT/COUNTY OF RIVERSIDE

REIMBURSEMENT AGREEMENT

FOR CONSTRUCTION OF

WASHINGTON STREET INTERSECTION RE-WIRING AND CONTROLLER
ASSEMBLY UPGRADES

THIS AGREEMENT is made and entered into this 9th day of May 2019, by and between the **City of Palm Desert (City)**, a municipal corporation and charter city organized under the laws of the State of California and **County of Riverside (County)**, a political subdivision of the State of California.

A. RECITALS

- (1) **City and County** desire to proceed with the Washington Street Intersection Re-Wiring and Controller Assembly Upgrades **project (Project)**.
- (2) The **Project** will include complete re-wiring of traffic signals and installation of new controller assemblies mounted on existing foundations at three (3) intersections, Washington Street at Avenue of the States, Washington Street at Hovley Lane East/42nd Avenue, and Washington Street at Harris Lane (**Improvements**). The estimated cost of the **Project** is \$150,000.00.
- (3) **City and County** share ownership of the three (3) intersections and desire to split the **Project** costs equally.

NOW THEREFORE, in consideration of mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

B. TERMS AND CONDITIONS

- (1) **City** shall serve as the lead agency for the construction of the **Project**. **City** responsibilities include, but are not limited to, advertising for public bid, awarding and administering the construction contract, and managing completion of the **Project**.
- (2) **City** agrees to include in the contract documents prepared for the **Project** a requirement that contractor and any subcontractors name both **City and County** as "additional insured" on all liability insurance coverage required and any notice of cancellation. **City** agrees to provide a copy of the insurance certificate to **County** prior to or at the execution of the **Project** construction contract.
- (3) **City** shall require contractor and any subcontractors performing the **Improvements** to indemnify, defend, and hold harmless both **City and County** for work performed on the **Project**.

- (4) Upon acceptance of the **Improvements** built within the jurisdiction of **County, City** shall assume responsibility for maintaining such **Improvements** per the current maintenance agreement, dated May 2, 2001 (C19190) and amended May 16, 2011, by Letter of Understanding and Mutual Agreement, Amending Exhibit "A".
- (5) Upon completion of the **Project, City** shall present to **County** an invoice with a statement certifying its costs incurred in completing the **Project** and shall include copies of the contractor's invoices, evidence of payment, and such other information and records necessary to verify the costs of the **Project**. The total cost to **County** shall not exceed \$75,000 unless authorized by **County**.
- (6) Within sixty (60) days of the receipt of the invoice, **County** shall pay to **City** its share of the **Project** construction costs.
- (7) **City** agrees to keep all **Project** contracts and records for a period of not less than three (3) years from the date of the completion of the **Project**. **City** also agrees that all such files and records shall be made available to **County** upon its reasonable request.
- (8) All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing (such as FedEx or UPS)), sent by telecopier or facsimile machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **City**:

Tom Garcia, PE
Public Works Director
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Telephone: (760) 346-0611
FAX: (760) 341-7098

If to **County**:

Ms. Patricia Romo
Director of Transportation
Riverside County Transportation Department
4080 Lemon Street, 8th Floor
Riverside, California 92501
Telephone: (951) 955-6740
FAX: (951) 955-3198


- (9) Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (1) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier services); (2) the date of the actual receipt (if personally delivered by other means); (3) date of transmission (if sent by telecopier or facsimile machine); or (4) the date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this paragraph.
- (10) If any term, provision, condition, or covenant of this **Agreement**, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this **Agreement** shall be valid and enforceable to the fullest extent permitted 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) To the maximum extent allowed by law, **County** and **City** hereby agree to indemnify, defend, assume all liability for and hold harmless the other party and their officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), and/or personal injuries or death to any persons (collectively, "**Claims**"), arising out of or in any way connected to the negligence or willful misconduct of that party, its officers, agents or employees in connection with or arising from any activities under this **Agreement**.
- (13) This **Agreement** may be amended at any time in writing by mutual agreement of the parties.
- (14) This **Agreement** constitutes the entire agreement between the parties relating to the subject of this **Agreement** and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this date:

APPROVALS

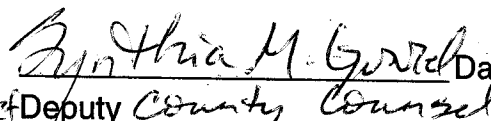
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 7-8-19
PATRICIA ROMO
Director of Transportation

APPROVED AS TO FORM:

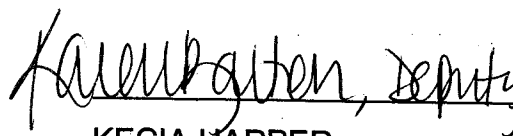
GREGORY P. PRIAMOS
County Counsel

 Dated: 7-10-19
Chief Deputy County Counsel
SYNTHIA M. GUNZEL

APPROVAL BY THE BOARD OF SUPERVISORS:

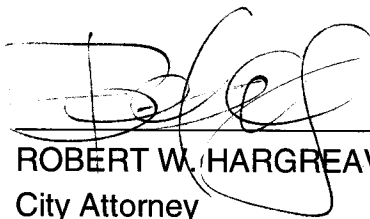
 Dated: JUL 23 2019
KEVIN JEFFRIES
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: JUL 23 2019
KECIA HARPER
Clerk of the Board of Supervisors (SEAL)

CITY Approvals

APPROVED AS TO FORM:

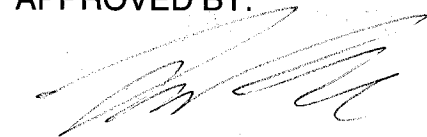


Handwritten signature of Robert W. Hargreaves in black ink, written over a horizontal line.

Dated: MAY 15, 2019

ROBERT W. HARGREAVES
City Attorney

APPROVED BY:



Handwritten signature of Lauri Aylaiian in black ink, written over a horizontal line.

Dated: 15. May. 2019

LAURI AYLAIAN
City Manager

ATTEST:



Handwritten signature of Rachelle D. Klassen in black ink, written over a horizontal line.

Dated: 05-16-19

RACHELLE D. KLASSEN
City Clerk