

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



ITEM: 3.64
(ID # 20481)

MEETING DATE:
Tuesday, November 29, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Cooperative Agreement by and between the County of Riverside and the City of Indio for the Dillon Road Rehabilitation Project, District 4. [\$381,165 Total Cost – Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between the County of Riverside and the City of Indio for the Dillon Road Rehabilitation Project in the amount of \$381,165 for FY 22/23, and authorize the Chair of the Board to execute the same.

ACTION:Policy


Mark Lancaster, Director of Transportation 11/1/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: Trans.

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	\$ 381,165	\$ 0	\$ 381,165	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUA (87% and Burrtec Waste Industries (13%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The City of Indio proposes to resurface Dillon Road between Avenue 44 and 39200 Dillon Road as part of its Citywide Rehabilitation Project, which is approximately 2.6 miles of roadway. The City of Indio jurisdiction is along the west side of the road centerline within the roadway limits, the County jurisdiction is along the east side. In order to provide a consistent finished roadway, the City inquired if the County would be interested in partnering on the City Project and have the City pave within County's jurisdiction.

The Rehabilitation Project proposes to grind the existing pavement placing back new Hot Mix Asphalt. Other incidental work will include replacing striping, and other associated work.

The County of Riverside and the City of Indio have designated the City as the lead agency for the project. The Cooperative Agreement establishes the roles and responsibilities of each agency for the construction of the project and obligates the County to fund 100% of the project within the jurisdictional boundaries of the County.

The County will make a deposit in the amount of \$381,165 in FY 22/23. The estimated cost includes a 10% contingency for the County's portion of the work. Upon project completion, a final accounting will be performed and any remaining balances will be refunded to the County. The City is providing services and has no obligation to fund any portion of the project within the County's jurisdiction.

The Cooperative Agreement will be approved by the City of Indio after execution by the County.

County Counsel has approved the Agreement as to legal form.

Project No. D3-0095

Impact on Residents and Businesses

The resurfacing project will provide the public with a smoothly paved roadway that will improve the safety and efficiency of the roadway.

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

The work is scheduled to begin in the Fall of 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

Additional Fiscal Information

The County is responsible for funding its respective work within County Jurisdiction.

There are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Cooperative Agreement

Vicinity Map



Jason Farin, Principal Management Analyst 11/22/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 11/16/2022

COOPERATIVE AGREEMENT

Pavement Rehabilitation Program – Citywide
Dillon Road Pavement Rehabilitation

This Cooperative Agreement (“AGREEMENT”) is entered into this 29th day of November, 2022, by and between the County of Riverside, a political subdivision of the State of California, (“COUNTY”) and the City of Indio, a municipal corporation, (“CITY”) for the development and implementation of certain roadway improvements on Dillon Road located within the jurisdictional boundaries of the COUNTY. COUNTY and CITY are sometimes hereinafter referred to individually as “PARTY” and collectively as “PARTIES”.

RECITALS

- A. The CITY is proposing pavement rehabilitation of Dillon Road from Ave 44 to approximately 39200 Dillon Road, hereinafter called “PROJECT,” as shown on Exhibit A.
- B. The PROJECT limits include portions of Dillon Road within the jurisdictional boundaries of COUNTY, hereinafter referred to as “COUNTY PORTION”.
- C. The COUNTY PORTION is approximately 190,552 square feet in area, generally described as the easterly side of Dillon Road between Ave 44 and the northerly PROJECT limit at approximately 39200 Dillon Road, as shown on Exhibit A.
- D. The PROJECT consists of grinding 2 to 3 inches of the existing asphalt pavement and replacing it with new asphalt concrete. The PROJECT will also include restriping of the roadways, replacement of pavement markings, as well as traffic control and water quality compliance during construction.
- E. COUNTY desires CITY to include the COUNTY PORTION as part of the PROJECT in order to benefit from cost savings associated with a larger improvement project.

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F. CITY and COUNTY desire to define herein terms and conditions under which said PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

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

SECTION 1. CITY AGREES:

1. To provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT, including the COUNTY PORTION.
2. To act as the lead agency on behalf of the COUNTY for the overall implementation of the PROJECT. The CITY is providing services on a reimbursable basis and has no obligation to fund any portion of the COUNTY PORTION. Nothing in the AGREEMENT is intended to commit the CITY to provide replacement funding for or to continue with the COUNTY PORTION, if funds are not available.
3. CITY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and are available for the COUNTY for review and approval. Final plans for improvements are prepared to CITY standards, and signed by a Civil Engineer registered in the State of California. CITY shall not begin construction within COUNTY limits until COUNTY has approved the COUNTY PORTION of the PS&E documents.
4. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.
5. To direct CITY's contractor to identify any existing surface utility facilities within the limits of the PROJECT and to protect the facilities as detailed in the construction contract documents.
6. To make a written application to COUNTY for an encroachment permit authorizing entry into COUNTY right of way for the purposes of constructing the PROJECT.

7. To advertise, award and administer a public works contract for the construction of the PROJECT, including COUNTY PORTION, in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by COUNTY.
8. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the construction contract documents.
10. To submit any contract change order that causes the construction contract to exceed ten percent (10%) of the contract bid amount for COUNTY PORTION to COUNTY for review and approval prior to final authorization by CITY. If any contract change order causes the construction contract to change by less than ten percent (10%) of the bid amount for the COUNTY PORTION, CITY is authorized by COUNTY upon approval of this AGREEMENT to move forward with such change.
11. To furnish COUNTY a final reconciliation of COUNTY PORTION expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the COUNTY PORTION are in excess of the DEPOSIT provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs associated with the COUNTY PORTION are

less than the DEPOSIT provided in Section 2, CITY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2. COUNTY AGREES:

1. To fund one hundred percent (100%) of the cost of the COUNTY PORTION, as shown in Exhibit B. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit B, COUNTY will in good faith amend this AGREEMENT to include any such costs under this AGREEMENT.
2. To deposit with CITY, prior to CITY start of work and upon written request by CITY, three hundred eighty one thousand one hundred sixty five dollars and thirty one cents (\$381,165.31) (the "DEPOSIT"), which represents one hundred percent (100%) of the estimated costs to complete construction, including 10% contingency, for COUNTY PORTION, as provided as Exhibit B.
3. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right of way to complete construction, including traffic control, construction survey, inspection and materials testing for the PROJECT.
4. To provide at no cost to the CITY, oversight of the COUNTY PORTION, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the PROJECT.

SECTION 3. IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY PORTION will be the sole responsibility of COUNTY. Nothing in the AGREEMENT is intended to commit the CITY to funding any portion of the COUNTY PORTION, or shall be construed as obligating the CITY to provide replacement funding for any anticipated funding or to continue with the COUNTY

PORTION if funds are no longer available. In the event that adequate funds are not available to move forward or to complete the COUNTY PORTION, PARTIES agree to meet and confer and collectively work to identify adequate funding for COUNTY PORTION.

2. The total cost to COUNTY to complete construction, including 10% contingency, for COUNTY PORTION is estimated to be three hundred eighty one thousand one hundred sixty five dollars and thirty one cents (\$381,165.31) as detailed in Exhibit B.
3. CITY shall not be obligated to commence the COUNTY PORTION until after receipt of COUNTY's DEPOSIT as required in Section 2.
4. If upon opening of bids for the COUNTY PORTION, the bids indicate a cost overrun of no more than ten percent (10%) of the Construction Cost Estimate as described in Exhibit B, CITY may award the contract.
5. If upon opening of bids for construction of the COUNTY PORTION, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost Estimate, CITY and COUNTY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent, with COUNTY paying for incurred costs as set forth in this AGREEMENT up to the date of termination. CITY shall reimburse COUNTY within forty five (45) days of termination any portion of DEPOSIT not spent.
6. Construction by CITY of improvements for COUNTY PORTION shall not be commenced until an Encroachment Permit to CITY or CITY's contractor, authorizing such work, has been issued by COUNTY.
7. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT, a policy of Commercial 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 COUNTY, its officers, agents and employees, as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to COUNTY prior to the start of construction.

8. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
9. COUNTY shall be responsible for the maintenance of the improvements provided by PROJECT, identified as COUNTY PORTION.
10. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of 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 any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of 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 any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.

13. In the event that COUNTY defaults in the performance of any of its obligations under this AGREEMENT or materially breaches any of the provisions of this AGREEMENT, the CITY shall have the option to terminate this AGREEMENT upon ninety (90) days written notice to COUNTY.
14. This AGREEMENT is to be construed in accordance with the laws of the State of California.
15. Neither the COUNTY nor CITY shall assign this AGREEMENT without the written consent of the other PARTY.
16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
17. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by COUNTY or CITY shall have no importance or significance. Any uncertainty or ambiguity in the AGREEMENT shall not be construed against the PARTY that prepared it in its final form.
18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this AGREEMENT shall not be construed to be a waiver of any

subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete compliance with any of the provision of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this AGREEMENT.

19. This AGREEMENT and Exhibits A-B 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 this AGREEMENT, is null and void.
20. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not a PARTY to this AGREEMENT or affect the legal liability of any 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.
21. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the PROJECT. As-built drawings shall be permanently maintained. Pre-construction records, construction records and documentation through the Notice of Completion shall be preserved for the three (3) year period. The three (3) year end date is measured from the issuance of the Notice of Completion. At the conclusion of the three (3) year period, all such documents and records shall be managed in accordance with the COUNTY's and/or the CITY's records management policies.
22. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the

same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further agree that the electronic signatures of the PARTIES included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

<p>COUNTY: Riverside County Transportation Department Attn: Mark Lancaster Director of Transportation</p>	<p>CITY: City of Indio Attn: Juan Raya City Engineer</p>
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4800 Lemon Street, 8 th Floor Riverside, CA 92501 Phone: (951) 955-6740	100 Civic Center Mall Indio, CA 92201 Phone: (760) 541-4225
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[Signature Page Follows]

APPROVALS

COUNTY Approvals

CITY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

Mark Lancaster Dated: 11-3-22

_____ Dated: _____

MARK LANCASTER

PRINTED NAME

Director of Transportation

CITY Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

By [Signature] Dated: _____

_____ Dated: _____

Deputy

PRINTED NAME

CITY Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Hewitt Dated: 11/29/22

ATTEST:

JEFF HEWITT

PRINTED NAME

Chair, Riverside County Board of Supervisors

_____ Dated: _____

ATTEST:

PRINTED NAME

Kecia R Harper Dated: 11/29/22

CITY Clerk

KECIA R HARPER

Clerk of the Board (SEAL)

NOV 29 2022 3.64

EXHIBIT A

Project Exhibit

0 625 1 250 2,500 Feet
Scale = 1:24,000
Orthophoto Floor 2011
Printed by A. BOATMAN on 11/27/2012

**CITY OF INDIO
PROJECT EXHIBIT**



This is not a site plan or other engineering drawing. It is a photograph of the ground, with the project boundaries overlaid. It is not to be used for any other purpose. It is not a legal document. It is not a map. It is a photograph.

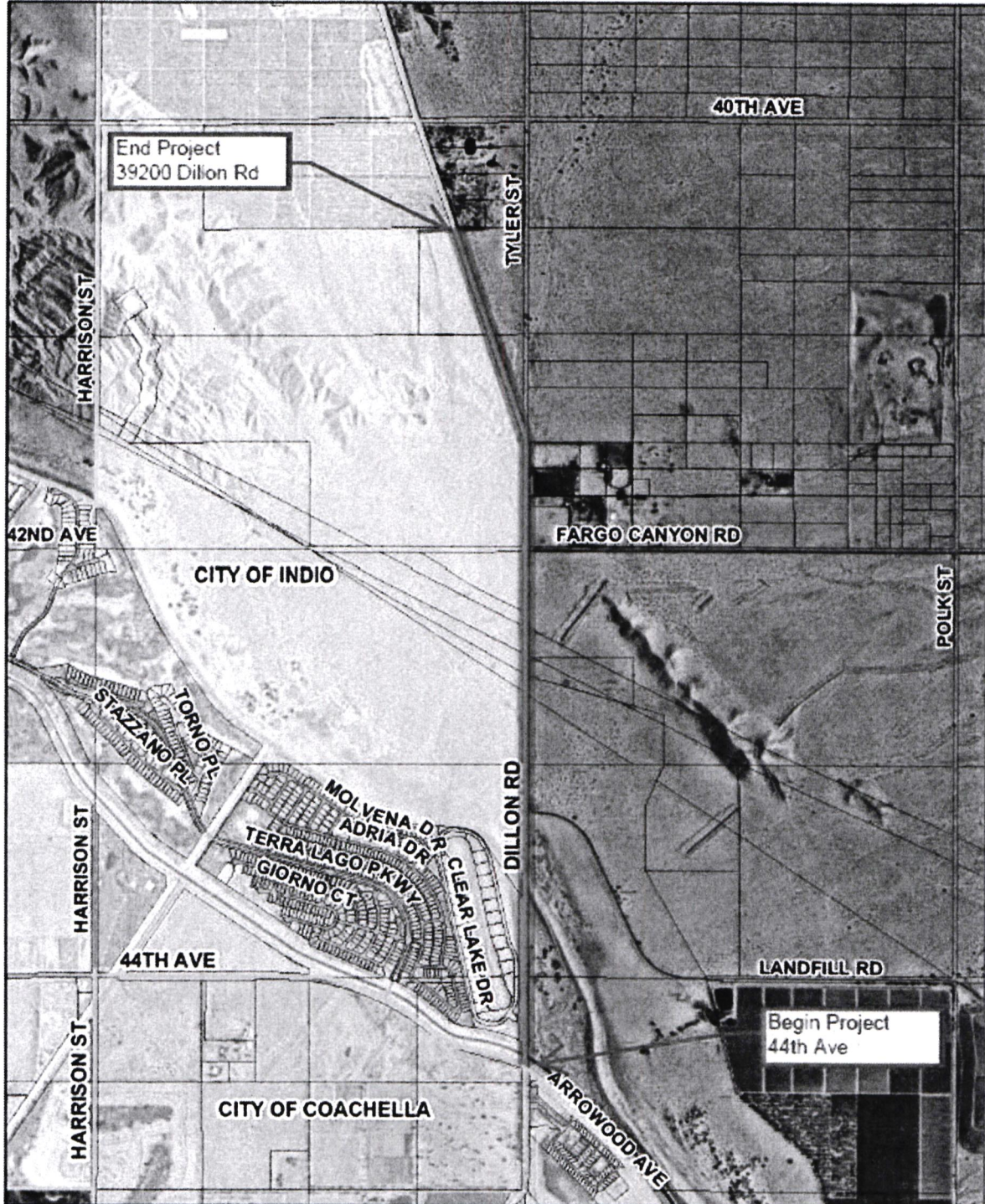


EXHIBIT B
Cost Estimate

				ENGINEERS ESTIMATE COUNTY PORTION ONLY	
Item No.	Item Description	Unit Cost	Unit Price	Est Quant.	Total Amount
1	Temporary Traffic Control/WPCP Management	LS	\$11,000	1	\$11,000.00
2	Grinding and Remove 2" Paving	SF	\$0.23	190552	\$43,826.96
3	Construct 2.5" Hot Mix Asphalt	TON	\$85	3110	\$264,350.00
SUBTOTAL				\$319,176.96	
CONTINGENCY (10%)				\$31,917.70	
Administration				\$30,070.65	
TOTAL				\$381,165.31	

COUNTY DEPOSIT: \$381,165.31 due within 30 days of executing this AGREEMENT

COOPERATIVE AGREEMENT

Pavement Rehabilitation Program – Citywide
Dillon Road Pavement Rehabilitation

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RECITALS

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4. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.
5. To direct CITY's contractor to identify any existing surface utility facilities within the limits of the PROJECT and to protect the facilities as detailed in the construction contract documents.
6. To make a written application to COUNTY for an encroachment permit authorizing entry into COUNTY right of way for the purposes of constructing the PROJECT.

7. To advertise, award and administer a public works contract for the construction of the PROJECT, including COUNTY PORTION, in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by COUNTY.
8. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the construction contract documents.
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3. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right of way to complete construction, including traffic control, construction survey, inspection and materials testing for the PROJECT.
4. To provide at no cost to the CITY, oversight of the COUNTY PORTION, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the PROJECT.

SECTION 3. IT IS MUTUALLY AGREED AS FOLLOWS:

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5. If upon opening of bids for construction of the COUNTY PORTION, it is found that a cost overrun exceeding ten percent (10%) of the Construction Cost Estimate, CITY and COUNTY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent, with COUNTY paying for incurred costs as set forth in this AGREEMENT up to the date of termination. CITY shall reimburse COUNTY within forty five (45) days of termination any portion of DEPOSIT not spent.
6. Construction by CITY of improvements for COUNTY PORTION shall not be commenced until an Encroachment Permit to CITY or CITY's contractor, authorizing such work, has been issued by COUNTY.
7. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT, a policy of Commercial 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 COUNTY, its officers, agents and employees, as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to COUNTY prior to the start of construction.

8. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
9. COUNTY shall be responsible for the maintenance of the improvements provided by PROJECT, identified as COUNTY PORTION.
10. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of 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 any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
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13. In the event that COUNTY defaults in the performance of any of its obligations under this AGREEMENT or materially breaches any of the provisions of this AGREEMENT, the CITY shall have the option to terminate this AGREEMENT upon ninety (90) days written notice to COUNTY.
14. This AGREEMENT is to be construed in accordance with the laws of the State of California.
15. Neither the COUNTY nor CITY shall assign this AGREEMENT without the written consent of the other PARTY.
16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
17. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by COUNTY or CITY shall have no importance or significance. Any uncertainty or ambiguity in the AGREEMENT shall not be construed against the PARTY that prepared it in its final form.
18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this AGREEMENT shall not be construed to be a waiver of any

subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete compliance with any of the provision of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this AGREEMENT.

19. This AGREEMENT and Exhibits A-B 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 this AGREEMENT, is null and void.
20. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not a PARTY to this AGREEMENT or affect the legal liability of any 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.
21. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the PROJECT. As-built drawings shall be permanently maintained. Pre-construction records, construction records and documentation through the Notice of Completion shall be preserved for the three (3) year period. The three (3) year end date is measured from the issuance of the Notice of Completion. At the conclusion of the three (3) year period, all such documents and records shall be managed in accordance with the COUNTY's and/or the CITY's records management policies.
22. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the

same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further agree that the electronic signatures of the PARTIES included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

<p>COUNTY: Riverside County Transportation Department Attn: Mark Lancaster Director of Transportation</p>	<p>CITY: City of Indio Attn: Juan Raya City Engineer</p>
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4800 Lemon Street, 8 th Floor Riverside, CA 92501 Phone: (951) 955-6740	100 Civic Center Mall Indio, CA 92201 Phone: (760) 541-4225
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[Signature Page Follows]

APPROVALS

COUNTY Approvals

CITY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

Mark Lancaster Dated 11-3-22

Bryan H. Montgomery Dated 2/2/23

MARK LANCASTER
Director of Transportation

PRINTED NAME
CITY Manager, Bryan H. Montgomery

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

By [Signature] Dated _____

[Signature] Dated 2/1/22

Deputy

PRINTED NAME
CITY Attorney, Steven P. Graham

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Hewitt Dated 11/29/22

ATTEST:

JEFF HEWITT
PRINTED NAME
Chair, Riverside County Board of Supervisors

[Signature] Dated 2/2/23

Sabdi Sanchez
PRINTED NAME
CITY Clerk, Cynthia Hernandez

ATTEST:

Kecia R Harper Dated 11/29/22

KECIA R HARPER
Clerk of the Board (SEAL)

NOV 29 2022 3:64

EXHIBIT A
Project Exhibit

0 625 1,250 2,500 Feet
1 inch = 1,250 feet
Orthophotos from 2010
Printed by ALMARTIN on 10/27/2022

**CITY OF INDIO
PROJECT EXHIBIT**

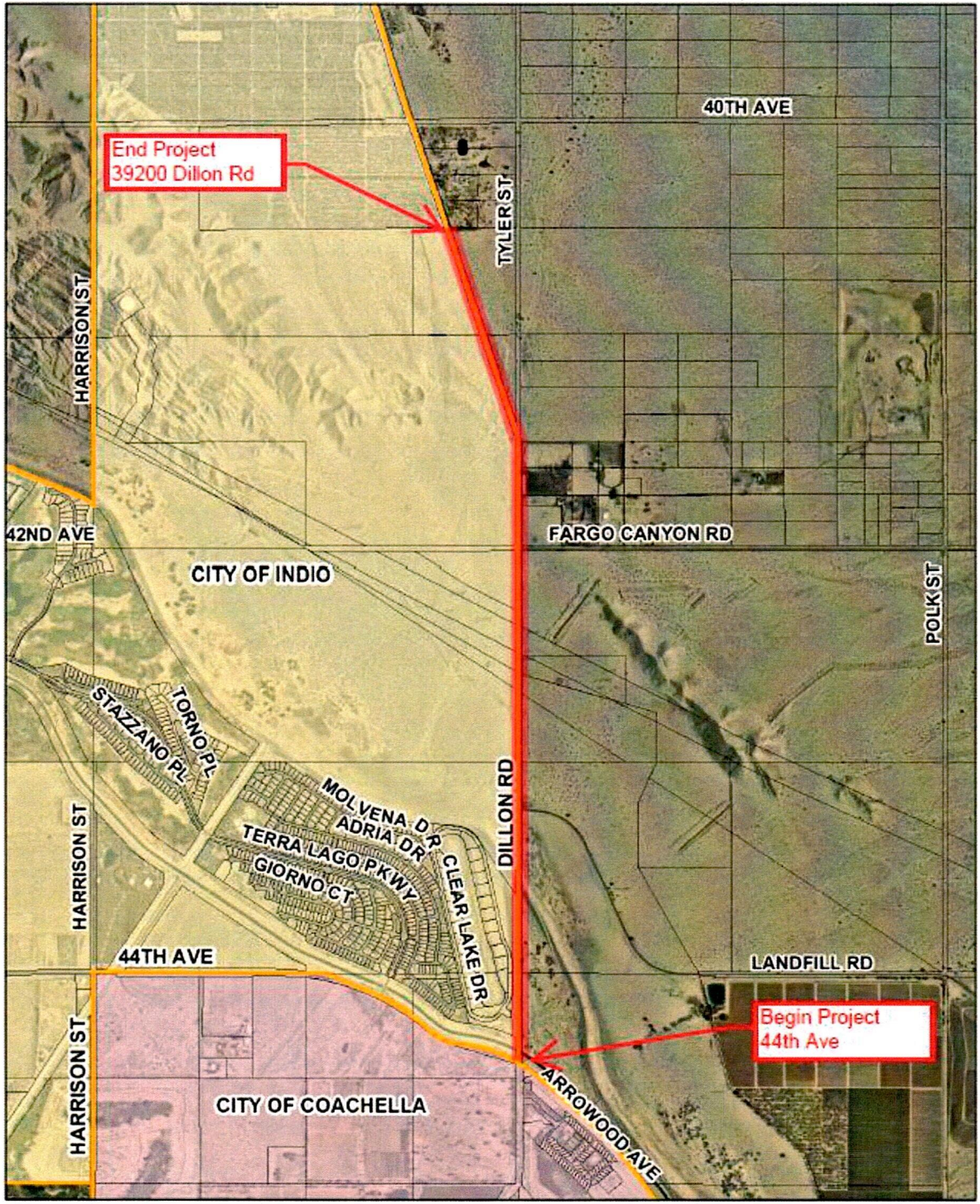
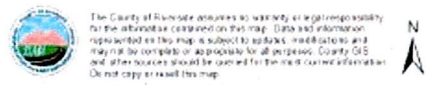


EXHIBIT B
Cost Estimate

				ENGINEERS ESTIMATE COUNTY PORTION ONLY	
Item No.	Item Description	Unit Cost	Unit Price	Est Quant.	Total Amount
1	Temporary Traffic Control/WPCP Management	LS	\$11,000	1	\$11,000.00
2	Grinding and Remove 2" Paving	SF	\$0.23	190552	\$43,826.96
3	Construct 2.5" Hot Mix Asphalt	TON	\$85	3110	\$264,350.00
SUBTOTAL				\$319,176.96	
CONTINGENCY (10%)				\$31,917.70	
Administration				\$30,070.65	
TOTAL				\$381,165.31	

COUNTY DEPOSIT: \$381,165.31 due within 30 days of executing this AGREEMENT