

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



**ITEM: 3.31
(ID # 25558)**

MEETING DATE:
Tuesday, September 17, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Reimbursement Agreement by and between the County of Riverside and March Joint Powers Authority for the Van Buren Boulevard Roadway Improvements, District 1. [\$39,600 Total Cost – March Joint Powers Authority 100%] (Companion item to MT Item 25812)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Reimbursement Agreement by and between the County of Riverside and March Joint Powers Authority for the Van Buren Boulevard Roadway Improvements in the amount of \$39,600 for FY 24/25, and authorize the Chair of the Board to execute the same.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: September 17, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

(Companion Item: 3.38)

**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	\$ 39,600	\$ 0	\$ 39,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% March Joint Powers Authority. There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the resurfacing of Van Buren Boulevard from the City of Riverside Limit to Capella Street located in the Community of Woodcrest.

March Joint Powers Authority (March JPA) has requested that the County include roadway repairs due to overwatering of their median island at two specific locations along Van Buren Boulevard approximately 1,000 linear feet west of the Meridian Parkway/Riverside National Cemetery main entrance. The roadway repairs consist of removing the existing asphalt concrete pavement and underlying material and placing back new Hot Mix Asphalt (HMA) pavement, re-striping of the painted traffic striping, and replacing the retroreflective raised pavement markers.

The County of Riverside and March JPA have designated the County as the lead agency for the specified roadway repairs. The Reimbursement Agreement establishes the roles and responsibilities of each agency for the construction of the roadway repairs and obligates March JPA to pay the actual cost not to exceed \$39,600.

March JPA will deposit with the County the full estimated cost of \$39,600 once the agreement is approved by the County. The deposit includes a 5% contingency for March JPA's portion of the work. Upon project completion, a final accounting will be performed, and any remaining balances will be refunded to March JPA.

The Reimbursement Agreement was approved by the March JPA on May 8th, 2024.

County Council has approved the Agreement as to legal form.

Project No D0-0090 Van Buren Boulevard Resurfacing

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

Impact on Residents and Businesses

The purpose of the Van Buren Boulevard Resurfacing Project and specified roadway repairs is to replace existing deteriorated and damaged pavement with new HMA to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin by January 2025. 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

March JPA will be responsible for paying actual costs up to \$39,600 of the Van Buren Boulevard Resurfacing Project costs for the specified roadway repairs. No General Funds will be used on this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Reimbursement Agreement

Vicinity Map



Jason Farin, Principal Management Analyst 9/12/2024



Aaron Gettis, Chief of Deputy County Counsel 9/10/2024

REIMBURSEMENT AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

MARCH JOINT POWERS AUTHORITY

FOR

VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS

This Reimbursement Agreement for the Van Buren Boulevard Roadway Improvements ("Agreement") is entered into this 17 day of September, 2024, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and March Joint Powers Authority, a joint powers authority, (hereinafter "MARCH JPA") for the roadway improvements to Van Buren Boulevard, located within the jurisdictional boundaries of the COUNTY. The COUNTY and MARCH JPA are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Whereas, MARCH JPA maintains the landscape median island along Van Buren Boulevard; and
- B. Whereas, due to overwatering of the landscape median island, damage has occurred to COUNTY's existing roadway pavement on Van Buren Boulevard; and
- C. Whereas, COUNTY and MARCH JPA have decided that Van Buren Boulevard, a 130 foot to 146 foot variable width mostly six lane facility, within COUNTY's jurisdiction is in need of roadway improvements (repairs) at two specific locations on Van Buren Boulevard approximately 1,000 linear feet west of Meridian Parkway: 1) On the north side of the Van Buren for a 100 linear feet by 14 feet wide portion of the traffic lane adjacent to the median; and 2) On the south side of the roadway for a 25 linear feet by 14 feet wide portion of the traffic lane adjacent to the median (hereinafter together "PROJECT") as shown on "Exhibit A" (Van Buren Boulevard Vicinity/Project Map); and
- D. Whereas, the PROJECT will be to reconstruct the existing damaged pavement section by saw cutting and removing the existing pavement, base, and subgrade and placing back full depth Hot Mix Asphalt. Incidental work will include and not be limited to re-striping and replacing raised pavement markers at the roadway repair locations; and

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- E. Whereas, the COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT; and
- F. Whereas, MARCH JPA has agreed to pay the actual cost of the PROJECT not to exceed the amount set forth in this Agreement; and
- G. Whereas, the PARTIES desire to define herein the terms and conditions under which MARCH JPA will reimburse COUNTY for the PROJECT; and
- H. Whereas, each of the above stated recitals are hereby incorporated into this Agreement and each is to be treated as a material part of the Agreement.

AGREEMENT

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

SECTION 1 • COUNTY OBLIGATIONS:

- 1. The COUNTY agrees to act as the lead agency for the overall development and implementation of the PROJECT.
- 2. The COUNTY will furnish MARCH JPA a final reconciliation of PROJECT expenses within ninety (90) days following the completion and acceptance of the construction contract. If final costs associated with the PROJECT are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 • MARCH JPA OBLIGATIONS:

- 1. MARCH JPA agrees to fund one hundred percent (100%) of the cost of the PROJECT, not to exceed *thirty-nine thousand six hundred dollars (\$39,600.00)*.
- 2. MARCH JPA agrees to deposit with COUNTY, within 30 days of executing this Agreement, *thirty-nine thousand six hundred dollars (\$39,600.00)* (the "Deposit"), as provided in "Exhibit B."

SECTION 3 • MUTUAL AGREEMENT:

- 1. The PARTIES shall not amend or change the terms of this Agreement unless said change is memorialized in writing and signed by the PARTIES.
- 2. Indemnification: Except as to the sole negligence or willful misconduct of the other PARTY, each PARTY expressly agrees to and shall indemnify, defend, release and hold the other PARTY and its officials,

1 officers, employees, agents and contractors harmless from and against any action, liability, loss, damage,
2 judgement, order and lien, as well as all costs and expenses, including, but not limited to, attorneys' fees,
3 from any claims arising out of the performance of their respective obligations for the Project under this
4 Agreement

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- 6 3. In the event that MARCH JPA fails to provide the Deposit to COUNTY within thirty (30) days of executing
7 this Agreement, COUNTY shall have the option to terminate this Agreement upon written notice to
8 MARCH JPA.
- 9 4. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
10 unenforceable, the remaining terms shall be severable and will continue in full force and effect without
11 regard to the voided or unenforceable terms.
- 12 5. The PARTIES shall not assign this Agreement without the written consent of the other PARTY.
- 13 6. This Agreement is to be construed in accordance with the laws of the State of California.
- 14 7. Any legal action brought by either PARTY for the purpose of enforcing a right or rights provided by this
15 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of
16 California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such
17 proceedings to any other county.
- 18 8. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance
19 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by
20 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
21 not be construed against the PARTY that prepared it in its final form.
- 22 9. Any waiver by either the COUNTY or MARCH JPA of any material breach by the other PARTY shall not
23 be construed to be a waiver of any subsequent material breach. Failure on the part of COUNTY or
24 MARCH JPA to require from the other PARTY exact, full and complete compliance with any of the
25 provisions of this Agreement shall not be construed as changing the terms hereof, or stopping COUNTY
26 or MARCH JPA from enforcing this Agreement.
- 27 10. This Agreement, its Recitals, and Exhibits contain the complete understanding of the PARTIES and any
28 prior oral or written statements or agreements, including contemporaneous oral or written statements or
29 agreements not expressly set forth in this Agreement, are null and void.

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11. Nothing in the provisions of this Agreement is intended to provide any rights to any third party including any contractor employed by the PARTIES.
12. 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.
13. All notices, demands, notice of change orders, change orders, invoices, and other communications required shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

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COUNTY:
Riverside County Transportation Department
Attn: Patricia Romo
Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501

MARCH JPA:
March Joint Powers Authority
Attn: Dr. Grace I. Martin
Chief Executive Officer
14205 Meridian Parkway, Ste. 140
Riverside, CA 92518

Phone: (951) 955-6747

Phone: (951) 656-7000

[Signature Page Follows]

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APPROVALS

COUNTY Approvals

MARCH JPA Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

[Signature] Dated: 9/9/2024

[Signature] Dated: 5/8/24

~~PATRICIA ROMO~~
Devis Luna
Director of Transportation

DR. GRACE I. MARTIN
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MINH TRAN, COUNTY COUNSEL

By [Signature] Dated: 9/10/24
Deputy

[Signature] Dated: 5/8/24
Thomas Rice
MARCH JPA Legal Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

[Signature] Dated: 9/17/2024
CHUCK WASHINGTON
Chair, Riverside County Board of Supervisors

[Signature] Dated: 5/9/24
Cindy Camargo

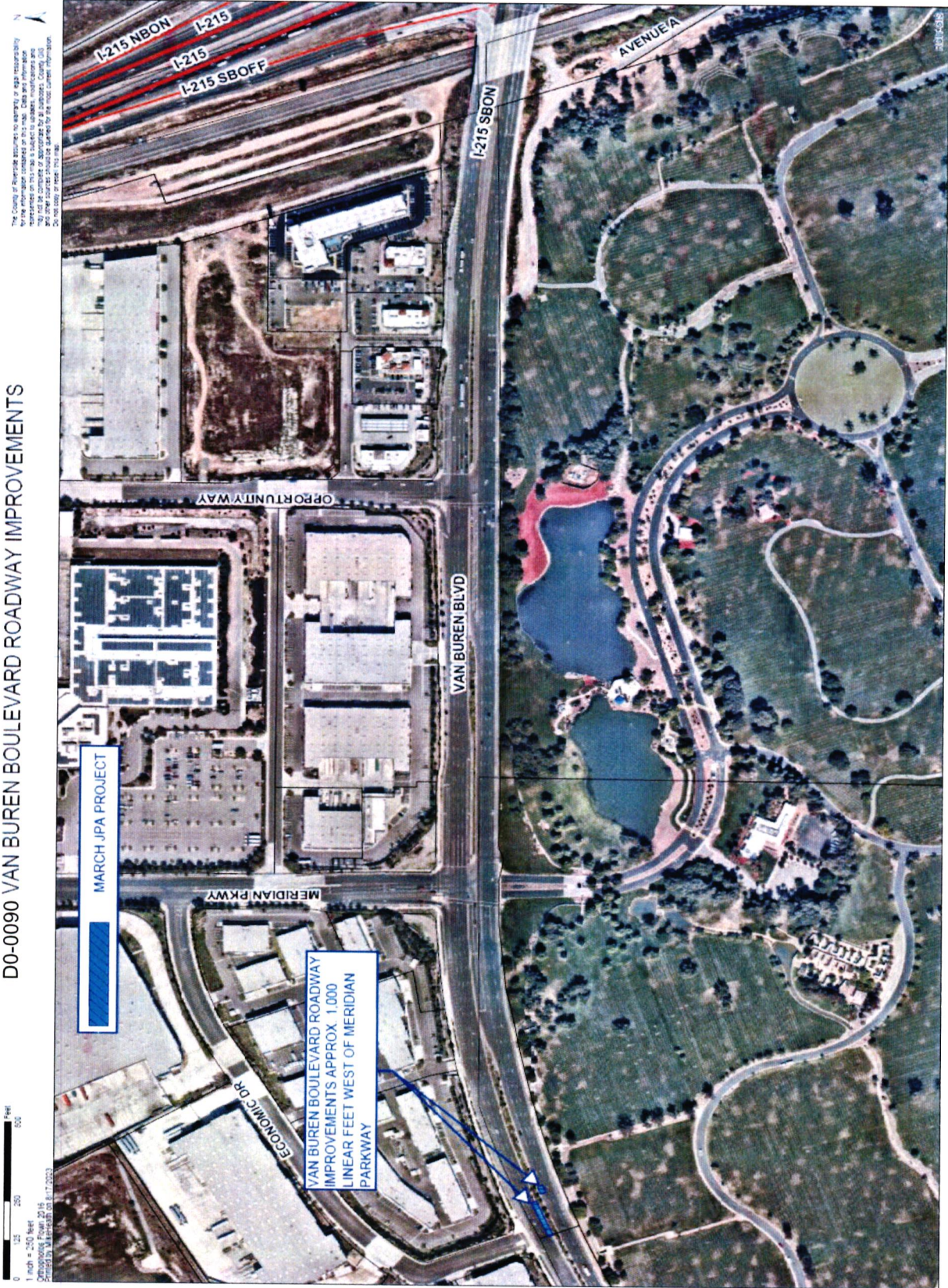
ATTEST:

Certified as to Availability of Funds:

[Signature] Dated: 9/17/2024
KIMBERLY RECTOR, Clerk of the Board (SEAL)

[Signature] Dated: 5/9/24
Thao Le
Chief Financial Officer

EXHIBIT A – VAN BUREN BOULEVARD VICINITY / PROJECT MAP



D0-0090 VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS

D0-0090 Van Buren Boulevard Roadway Improvements

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EXHIBIT B – ESTIMATED PROJECT COSTS

TASK	TOTAL COSTS
Construction Cost Estimate	\$34,500.00
Construction Contingency	\$1,700.00
Construction Engineering & Inspection	\$3,400.00
TOTAL ESTIMATED PROJECT COST	\$39,600.00

Deposit: \$39,600 due within thirty (30) days of executing this Agreement.

D0-0090 VAN BUREN BOULEVARD ROADWAY IMPROVEMENTS MARCH JPA VICINITY MAP

0 125 250 500 Feet
1 inch = 200 feet
OrthoPhoto flown 2016
Map by M&E/2016/04/17/2016

The County of El Paso and its employees are not responsible for the accuracy or completeness of this map. This map is intended for informational purposes only. It is not intended to be used for any other purpose. The County of El Paso and its employees are not responsible for the accuracy or completeness of this map. This map is intended for informational purposes only. It is not intended to be used for any other purpose.

