

## **AGREEMENT BY AND BETWEEN**

## THE COUNTY OF RIVERSIDE AND THE CITY OF RIVERSIDE

## FOR TRAFFIC SIGNAL INSTALLATION AT

## THE INTERSECTION OF BUCHANAN STREET/LAKEPOINTE DRIVE AND INDIANA AVENUE

## IN THE HOME GARDENS AREA

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Riverside, (hereinafter "CITY") for the provision of various improvements at the intersection of Buchanan Street/Lakepointe Drive and Indiana Avenue in the Home Gardens area that is within the jurisdictional boundaries of the CITY.

## RECITALS

- A. COUNTY and CITY have determined that there is need for a traffic signal at the intersection of Buchanan Street/Lakepointe Drive and Indiana Avenue in the Home Gardens area (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will, therefore, provide the administrative, technical support, and managerial services necessary to develop and implement PROJECT.
- C. 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:

1           **SECTION 1 • COUNTY AGREES:**

2           1. To contribute \$60,000 towards the PROJECT, shown in Exhibit A, consisting of one (1) page attached hereto  
3           and incorporated herein.

4           2. To provide, at no cost to CITY, oversight of PROJECT and to provide prompt reviews and approvals, as  
5           appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.

6           3. To issue, at no cost to CITY or its contractors, an encroachment permit authorizing entry onto COUNTY's  
7           right-of-way to perform survey and other activities required for construction of PROJECT upon proper  
8           application by CITY or CITY's contractors.

9           4. To provide a representative to coordinate with the CITY's Resident Engineer during the construction of  
10           PROJECT and to verify facilities are constructed in accordance with the approved Plans Specifications &  
11           Estimates (PS&E) documents as required by this Agreement. COUNTY personnel may observe and inspect  
12           all work being done on PROJECT, but shall provide any comments to CITY personnel who shall be solely  
13           responsible for all communications with CITY's contractor.

14           5. To pay CITY within 45 days of completion of the PROJECT, as evidenced by an invoice from CITY.

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16           **SECTION 2 • CITY AGREES:**

17           1. To prepare detailed PS&E documents for the PROJECT and submit the plans to COUNTY for review and  
18           approval.

19           2. To identify all utility facilities and denote conflicting utilities within the PROJECT area on the PROJECT plans  
20           and specifications. CITY shall make all necessary arrangements with the owners of utility facilities for their  
21           protection, relocation, or removal. CITY shall require the utility owner and/or its contractors performing the  
22           relocation work within COUNTY's right-of-way to obtain a COUNTY encroachment permit prior to the  
23           performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to  
24           establish prior rights related to utility encroachments into each jurisdictions right-of-way. In the case that any  
25           utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the  
26           PROJECT.

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- 1       3. To prepare an environmental document and to obtain necessary environmental clearances in accordance
- 2       with the California Environmental Quality ACT (CEQA).
- 3       4. To make written application to COUNTY for an encroachment permit authorizing entry into COUNTY's right-
- 4       of-way for the purposes of constructing PROJECT.
- 5       5. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance
- 6       with all applicable laws, including, but not limited to, the Local Agency Public Construction Act, the California
- 7       Labor Code, and in accordance with the permit issued by COUNTY.
- 8       6. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
- 9       7. To construct PROJECT in accordance with approved PS&E documents.
- 10       8. To make all payments to the contractor of the construction costs, including any approved change orders.
- 11       9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods, as
- 12       provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
- 13       certified material tester.
- 14       10. To furnish electronic copies of completed plans and a complete set of full-sized film positive reproducible as-
- 15       built plans to COUNTY within sixty (60) days following the completion and acceptance of the PROJECT
- 16       construction contract.

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

- 19       1. Construction lying within COUNTY rights-of-way shall not commence until COUNTY has issued
- 20       Encroachment Permit authorizing such work to CITY, or CITY's contractor.
- 21       2. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT
- 22       construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
- 23       and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage and a policy of
- 24       Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
- 25       required, which name the COUNTY, its officers, officials, agents, and employees as additionally insured.
- 26       CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall provide

- 1       3. Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this section
- 2       to COUNTY prior to the start of construction.
- 3       4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
- 4       automatically be vested with the jurisdiction within which the improvements reside and no further agreement
- 5       will be necessary to transfer ownership.
- 6       5. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
- 7       PROJECT that are located outside of their respective right-of-way boundaries. CITY shall maintain the new
- 8       traffic signal system constructed as part of PROJECT.
- 9       6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
- 10      both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
- 11      hereto.
- 12      7. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
- 13      of final payment, all records and accounts relating to PROJECT.
- 14      8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
- 15      occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
- 16      authority, or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
- 17      Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
- 18      imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
- 19      omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY
- 20      under this Agreement.
- 21      9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
- 22      reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority,
- 23      or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
- 24      Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
- 25      injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
- 26      done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
- 27      this Agreement.

10. This Agreement and the exhibit 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.
11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties 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.
12. 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.
13. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.

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2 APPROVALS  
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5 COUNTY Approvals  
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8 RECOMMENDED FOR APPROVAL:  
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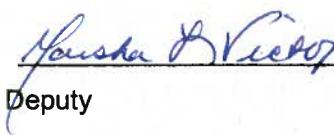
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11 Dated: 6/24/15

12 Juan C. Perez, Director of Transportation and Land  
13 Management

14 APPROVED AS TO FORM:  
15

16 Gregory Priamos, County Counsel

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18 Dated: 6/30/2015

19 Deputy

20 APPROVAL BY THE BOARD OF SUPERVISORS  
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22 

23 Dated: JUL 21 2015

24 **MARION ASHLEY**

25 PRINTED NAME

26 Chairman, Riverside County Board of Supervisors

27 ATTEST:  
28

29 

30 Dated: JUL 21 2015

31 KECIA HARPER-IHEM

32 Clerk of the Board (SEAL)

33 CITY OF RIVERSIDE Approvals  
34  
35

36 APPROVAL BY THE CITY COUNCIL  
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38 \_\_\_\_\_ Dated: \_\_\_\_\_

39 Mayor, City of Riverside

40 ATTEST:  
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42 \_\_\_\_\_ Dated: \_\_\_\_\_

43 City Clerk, City of Riverside

44 APPROVED AS TO FORM  
45 CITY ATTORNEY'S OFFICE

46 

47 BY \_\_\_\_\_ Deputy City Attorney

## EXHIBIT A • VICINITY MAP

