

VAN BUREN BLVD WIDENING IMPROVEMENTS

AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF RIVERSIDE

FOR PROJECT DEVELOPMENT ACTIVITIES ON

VAN BUREN BLVD WIDENING PROJECT

This Agreement is entered into this _____ day of _____, 2017, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Riverside (hereinafter "CITY") for the provision of project development activities related to the Van Buren Blvd Widening Project between Washington Street and Wood Road located within the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

- A. The COUNTY Transportation Improvement Program (TIP) provides for improvements to widen Van Buren Boulevard from Washington Street to Wood Road (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. The latest County Transportation Improvement Program (FY 2015/2016 & 2016/2017 TIP, as approved by the Riverside County Board of Supervisors, December 13th, 2016) provides that funding for the project development activities will come from regional programs such as the Transportation Uniform Mitigation Fee (TUMF) and Development Impact Fees (DIF), as well as local funding provided by Measure A and Gas Tax.
- C. COUNTY executed a TUMF funding agreement with Riverside County Transportation Commission (RCTC) for the project development activities to widen Van Buren Blvd; RCTC Agreement No. 06-72-047-00. RCTC provided \$790,000 for the preliminary engineering, environmental studies and environmental documentation (ED), and preparation of the Plans, Specifications and Estimates (PS&E).
- D. On January 30, 2007 COUNTY executed an amendment to the TUMF funding agreement with RCTC and increased the funding amount by \$173,000 amending the total TUMF amount to \$963,000 for the ED and PS&E phases of PROJECT.
- E. Various Local Agency Formation Commission (LAFCO) annexations have occurred within the project limits since project initiation. City of Riverside has annexed from Alta Cresta Ave to Wood Road along the South side of Van Buren Blvd, and between Dauchy Ave and Wood Rd along the North Side of Van Buren. The annexations account for approximately 45% of the project area.

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1 F. Although a portion of the PROJECT is now located within the jurisdictional boundaries of the CITY, the CITY
2 and COUNTY desire to have COUNTY maintain responsibility as Lead Agency for the overall development
3 and implementation of PROJECT. Keeping COUNTY as Lead Agency would facilitate continuity in the
4 development and implementation of the PROJECT. COUNTY will therefore provide the administrative,
5 technical, managerial, and support services necessary to complete the development and implementation of
6 the PROJECT.

7 G. Development and implementation of the PROJECT will occur in the following phases; Environmental
8 Documents (ED), Plans Specs and Estimates (PS&E), Right of Way, and Construction. Funding is currently
9 available for work under ED and PS&E phases only. Additional funding for completion of ED and PS&E
10 phases is identified as described in Section 3.2 of this Agreement.

11 H. California Government Code Section 6502 provides that "[i]f authorized by their legislative or governing
12 bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting
13 parties"

14 I. The COUNTY and CITY desire to define herein the terms and conditions under which said project is to be
15 administered, environmentally cleared, engineered, coordinated, managed, and financed. COUNTY and
16 CITY also desire to identify and define project related activities to be performed by COUNTY which will be
17 reimbursed by CITY for ED and PS&E phases.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

1. To fund fifty five (55) percent of the local match cost of the preparation of plans, specifications and estimates (PS&E), preparation of environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and right of way engineering necessary to construct PROJECT improvements once regional funds have been exhausted. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. 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 consider an amendment to this Agreement to include any such costs under this Agreement.
2. To prepare, or cause to be prepared, all necessary environmental documentation (ED) and detailed Plans, Specifications, and Estimate (PS&E), and to submit each to CITY for CITY's review and concurrence at appropriate stages of development. The final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation and/or removal work. COUNTY and CITY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdictions right of way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utilities reside.
4. To prepare, or cause to be prepared, an environmental document (ED) and to obtain necessary environmental clearances in accordance with the California Environmental Quality Act (CEQA).

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5. To prepare, or cause to be prepared, all necessary Right of Way Maps and Documents used to acquire right of way and/or Temporary Construction Easements, prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work." Documents to be prepared by COUNTY include but are not limited to Legal Descriptions, Plats, Right of Way Maps, and Appraisals.
6. To make written application to CITY for necessary encroachment permits authorizing entry of COUNTY onto the CITY right of way to perform surveying and other investigative activities required for the preparation of the ED, and/or PS&E. Said encroachment permits will be at no cost to COUNTY.
7. Personnel who prepare the Environmental Document, Plans Specs and Estimate, or right of way maps shall be made available to CITY, at no cost to CITY, to coordinate and discuss problems which may arise during review of said documents.
8. To furnish to CITY a final reconciliation of project expenses within ninety (90) days following the completion of the PS&E. If final costs associated with the Completion of the ED and PS&E result in a reduction to the CITY's forty five (45) percent cost, COUNTY shall include a reimbursement for the difference with the final reconciliation.

SECTION 2 • CITY AGREES:

1. To fund forty five (45) percent of the local match cost of the preparation of plans, specifications and estimates (PS&E), preparation of environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and right of way engineering necessary to construct PROJECT improvements once regional funds have been exhausted. The estimated costs for CITY's improvements are provided in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.
2. To deposit with COUNTY, upon execution of the Cooperative Agreement, four-hundred thousand dollars (\$400,000) (the "Deposit"), which represents forty five (45) percent of the local match cost of the preparation of ED and PS&E.
3. To provide at no cost to the COUNTY, oversight of the PROJECT for areas within CITY Jurisdiction. To provide prompt reviews and approvals, as appropriate, of submittals by the COUNTY, and to cooperate in

timely processing of the PROJECT.

4. To issue, at no cost to COUNTY or its consultants, upon proper application by the COUNTY or COUNTY's consultants, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other investigative activities required for preparation of ED and PS&E for the PROJECT.
5. To relocate, or cause to be relocated, all utility facilities owned by CITY and identified on PROJECT plans and specifications for relocation and/or removal. The cost to relocate and/or remove CITY utilities shall be borne by CITY.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. Implementation of PROJECT depends on funds coming from several regional funding programs including the Transportation Uniform Mitigation Fee (TUMF) program and Development Impact Fees (DIF). Regional funds are not anticipated to cover the total cost to complete ED and PS&E phases. COUNTY and CITY agree to pay the remaining cost to complete ED and PS&E phases as detailed in Exhibit "B".
3. In the event that adequate funds are not available to complete PROJECT, COUNTY and CITY agree to meet and confer and collectively work to identify adequate funding for PROJECT.
4. COUNTY and CITY mutually agree to budget for the fiscal year at the start of each fiscal year. This will be documented in a Project Budget Form to be approved by CITY's authorized representative and the COUNTY Director of Transportation which will identify total project budget for the upcoming fiscal year, available revenues and funding sources, expected expenditures of COUNTY staff and contracts engaged in project delivery, and expected expenditures of CITY staff engaged in project delivery. The Project Budget Form will be amended as necessary throughout the year as required by project financial circumstances or as mutually agreed.
5. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.
6. 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, CITY shall have the option to terminate this Agreement upon written notice to COUNTY.
7. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially

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breaches any of the provisions of this Agreement, COUNTY shall have the option to terminate this Agreement upon written notice to CITY.

8. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to a reasonable attorney's fees.

9. 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.

10. 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.

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 affects 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 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 this agreement, is null and void.

13. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

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14. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.

In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid, unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

15. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

16. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.

17. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as the respective parties may provide in writing for this purpose:

COUNTY

Director of Transportation

County of Riverside • Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

CITY

Public Works Director

City of Riverside

3900 Main Street, 4th Floor

Riverside, CA 92522

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

_____ Dated: _____

GREGORY PRIAMOS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF RIVERSIDE Approvals


APPROVED BY:

_____ Dated: _____

JOHN A. RUSSO

City Manager

APPROVED AS TO FORM:

 Dated: 8/25/2017

Ruthann Elder
PRINTED NAME

Deputy City Attorney
COUNSEL

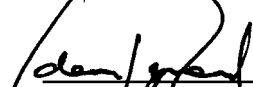
ATTEST:

_____ Dated: _____

PRINTED NAME

CITY CLERK

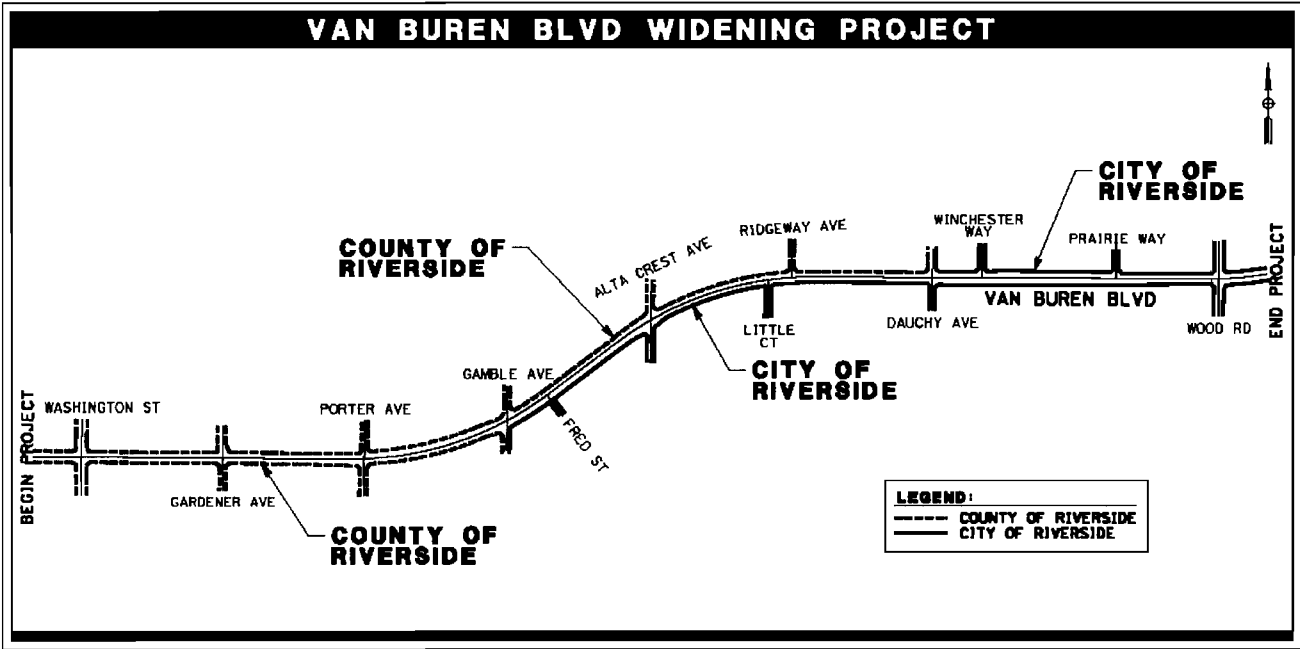
CERTIFIED AS TO AVAILABILITY OF FUNDS:

 Dated: 8/24/17

Adam Raymond
PRINTED NAME

CHIEF FINANCIAL OFFICER

EXHIBIT A • LOCATION MAP



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EXHIBIT B

**VAN BUREN BLVD WIDENING PROJECTS - PS&E COMPLETION
FUNDING SUMMARY**

Phase	Van Buren Blvd Funding Needed		
	Previous costs thru 5/01/17	Projected Costs	Total
Preliminary Survey	\$201,000	\$54,000	\$255,000
Design	\$619,000	\$351,000	\$970,000
Environmental	\$186,000	\$50,000	\$236,000
Right of Way Engineering	\$0	\$100,000	\$100,000
Right of Way Acquisition / Utility Relocations	TBD	TBD	TBD
Construction	TBD	TBD	TBD
Construction Inspection	TBD	TBD	TBD
Construction Survey	TBD	TBD	TBD
TOTAL	\$1,006,000	\$555,000	\$1,561,000

FUNDING BY SOURCES		
REGIONAL FUNDS	\$673,000	
COUNTY OF RIVERSIDE (LOCAL)	\$488,000	55.0%
CITY OF RIVERSIDE (LOCAL)	\$400,000	45.0%
TOTAL	\$1,561,000	