



Meeting Date: 07/31/2012

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Lou Balderrama, City Engineer *LB* Agenda Item No. I-18

Reviewed By: City Manager *SRB* City Attorney *MT* Finance *PC* Public Works

DATE: July 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *RR* Public Works *FOR RR*

SUBJECT: Reciprocal Agreement between the City of Oxnard and the County of Ventura Transportation Department (Agreement No. A-7515)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a reciprocal agreement between the City of Oxnard and the County of Ventura Transportation Department to allow the County to perform maintenance work on City of Oxnard streets, and also allow the City of Oxnard to perform maintenance work on County roads, wherein it would be beneficial to both parties (Agreement No. A-7515).
2. Approve and authorize the Interim City Manager to execute Project Work Agreement No. OX-01 to Agreement A-7515 in the amount of \$130,000 for the resurfacing of the City's portion of Sunset Lane and Channel Islands Boulevard.

DISCUSSION

The City of Oxnard and County of Ventura Transportation Department staffs have reached tentative terms for a general reciprocal agreement, to allow the County to perform maintenance work on City of Oxnard streets, and also allow City of Oxnard to perform maintenance work on County roads, wherein it would be beneficial to both parties, subject to the approval of the City Council and the County Board of Supervisors. The reciprocal agreement is proposed in perpetuity, as it would allow either party to determine the level of participation in each specific Project Work Agreement. The costs of the future work agreements will be borne by the party receiving the corresponding benefit within their respective boundaries. There is no financial commitment to the reciprocal agreement.

The reciprocal agreement, via a Project Work Agreement, would allow the City of Oxnard to take advantage of a County project currently heading into the construction phase in the Hollywood Beach area of the County. The project includes pavement resurfacing on one-half of Sunset Lane, which lies within the County boundary. The City of Oxnard would like to include the other half of Sunset Lane, which lies within the corporate limits of the City of Oxnard, in the County's contract. The City would reimburse the County for the costs of the City's share of the resurfacing.

**Reciprocal Agreement between the City of Oxnard and the County of Ventura
Transportation Department (Agreement No. A-7515)**

07/19/12

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Project Work Agreement No. PWA OX-01 is for the resurfacing of the City's section of Sunset Lane and a portion of Channel Islands Boulevard. It involves grinding the existing surface down 2-1/2 inches, and repaving with rubberized asphalt to provide a durable and smooth riding surface.

The County prepared the plans, specifications, and bid documents, and solicited contractors for the work through a public bid process. The lowest qualified bidder was All American Asphalt, with a low bid total of \$985,000. All American Asphalt's bid provided unit prices that can be applied to the work within the City of Oxnard. The cost for the Oxnard portion of the work will be \$130,000.

If approved, the joint project benefits the City by saving administrative and procurement costs, as well as partial savings in permitting, mobilization, and project management.

FINANCIAL IMPACT

Funding to resurface the City's portion of Sunset Lane will come from the Measure 'O' Half Cent Sales Tax for Street Maintenance and Repairs in Account Number 104-3103-803-8104.

Attachment #1 - Agreement No. A-7515

#2 -PWA OX-01 to Agreement No. A-7515

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY, TRANSPORTATION DEPARTMENT**

GENERAL RECIPROCAL AGREEMENT

This General Reciprocal Agreement is entered into this 17th day of July, 2012, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County," and the City of Oxnard, hereinafter called "City," for the performance of maintenance, construction, or repair work on County or City streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, pursuant to Streets and Highways Code section 1803, a city may contract with the board of supervisors of any county for maintenance, construction, or repair by the county of city streets and roads;

WHEREAS, pursuant to Streets and Highways Code section 1710, a county may contract with a city for the maintenance, construction, or repair by the city of county streets and highways;

WHEREAS, the Ventura County Public Works Agency, Transportation Department seeks to create a reciprocal relationship with nearby cities, such that the County may perform maintenance, construction and repair work on city roads where it is convenient and cost-effective to do so, and the cities may perform maintenance, construction, and repair work on County roads where it is convenient and cost-effective to do so;

WHEREAS, a reciprocal agreement will improve service to the citizens and minimize road closures and disruptions;

WHEREAS, the purpose of the reciprocal agreement is to provide a mechanism for the County to establish a standing, general agreement with local cities such that either the County or City may perform maintenance, construction and repair road work on behalf of the other;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED

For each Project Work, the County and City shall agree to and execute a Project Work Agreement in substantially the form set forth in Exhibit A (hereinafter, "Exhibit A"). Exhibit A shall identify which party is the PARTY PERFORMING THE WORK and which party is the PARTY RECEIVING THE WORK for purposes of the Project Work, shall set forth the scope of the Project Work, shall set forth the contract price and shall provide other terms as required or appropriate for the particular Project Work. Exhibit A shall also incorporate by reference this General Reciprocal Agreement, as it may be amended from time to time.

2. LEVEL OF SERVICE PROVIDED

For the purpose of performing said functions, the PARTY PERFORMING THE WORK shall furnish and supply all necessary labor, supervision, machinery, equipment and supplies, other than those required to be furnished by the PARTY RECEIVING THE WORK, necessary to carry out the instructions of the PARTY RECEIVING THE WORK.

Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the PARTY PERFORMING THE WORK shall have full authority, possession and necessary control of the work with full assistance, when necessary, from the police or other law enforcement personnel rendering police services to the PARTY RECEIVING THE WORK.

For the purpose of facilitating the performance of said functions, it is hereby agreed that the PARTY RECEIVING THE WORK, upon request by the PARTY PERFORMING THE WORK, shall

order the temporary closing to traffic of all streets, or portions thereof, which it is necessary to close before any work is commenced thereon.

Nothing herein contained shall be construed as in any way divesting the PARTY RECEIVING THE WORK of any power with respect to supervision, management, and control of streets, roads, or highways within its boundaries.

3. PROJECT WORK AUTHORITY

The Director of the Ventura County Public Works Agency, Transportation Department, or a Division or Section Director of the Ventura County Public Works Agency, Transportation Department, shall have the authority to order, accept and/or receive work on behalf of the County. The Director of Public Works for the City of Oxnard shall have the authority to order, accept and/or receive work on behalf of the City. This authority applies only to paragraphs 4, 8, and 13.

4. CHANGE ORDERS

Either party may propose changes to the scope or quantity of the Project Work as set forth in Exhibit A. If both parties agree to the proposed changes, then a mutual Change Order shall be issued.

A Change Order shall be in writing and describe the change in the scope or quantity of the Project Work, state the dollar value of the change, and any adjustment in contract time, and shall provide for both parties' signatures indicating their acceptance.

5. PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, the PARTY RECEIVING THE WORK will make payment to the PARTY PERFORMING THE WORK in the amount specified in Exhibit A, subject to any Project Work Change Orders.

Pursuant to California Government Code Section 23008, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost, or an amount 10 percent in excess of the estimated cost, must be reserved by the City from its funds to insure payment for work, services, or materials provided by the County hereunder.

5.1 METHOD OF PAYMENT

The PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK according to the method of payment selected by the parties in Exhibit A.

The parties may elect to pay for the Project Work either upon project completion or as invoiced in progress payments. Invoices for completed work should include the date(s) of work performed, the location, a description of the work and the amount due.

If the parties elect to make progress payments, the PARTY PERFORMING THE WORK shall render to the PARTY RECEIVING THE WORK within 60 days after the close of each calendar month a statement covering costs recorded for all services or functions performed during said calendar month, and the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK therefore within 30 days after receipt of such statement.

Whether payment is made upon Project Work completion or in progress payments, a final invoice must be submitted, at least 60 days and no more than 4 months, after the Project Work is completed.

All invoices or other financial documents required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: ROAD FUND SUPERVISING ACCOUNTING OFFICER
COUNTY OF VENTURA, PUBLIC WORKS AGENCY
CENTRAL SERVICES DEPARTMENT
800 SOUTH VICTORIA AVENUE, HOA 3RD FLOOR
VENTURA, CALIFORNIA 93009-1600

TO CITY: DIRECTOR OF PUBLIC WORKS
CITY OF OXNARD
305 WEST THIRD STREET, 3RD FLOOR
OXNARD, CALIFORNIA 93030

6. INDEPENDENT GOVERNMENT AGENCIES

No relationship of employer and employee is created by this Agreement, it being understood that the County and the City are independent public entities.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, the PARTY PERFORMING THE WORK is subject to the control or direction of the PARTY RECEIVING THE WORK merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed, such persons will be entirely and exclusively under direction, supervision and control of the PARTY PERFORMING THE WORK. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by the PARTY PERFORMING THE WORK, and the PARTY RECEIVING THE WORK will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

Both parties will comply with all of the provisions of the Workers Compensation Insurance and Safety Acts of the State of California, the applicable provisions of the California Labor Code and all amendments thereto, and all similar State and Federal acts or laws applicable.

7. NON-ASSIGNABILITY

Neither party will assign this Agreement or any portion thereof to a third party without the prior written consent of the other party, and any attempted assignment without such prior written consent will be null and void and will be cause for immediate termination of this Agreement.

8. TERMINATION

The right of termination belonging to either party may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Agreement.

8.1 TERMINATION OF GENERAL RECIPROCAL AGREEMENT

This Agreement shall become effective on the date written hereinabove, and shall continue in full force and effect until terminated by either party.

Either party may terminate this Agreement at any time upon notice in writing delivered to the other party not less than 30 days prior to the date of such termination.

Termination of this Agreement will have no effect on existing Project Work described in Exhibit A.

8.2 TERMINATION OF EXHIBIT A

Termination of existing Project Work must be made according to the following terms:

- 1) Either party may terminate an agreement for existing project work under Exhibit A at any time upon notice in writing to the other party not less than 30 days prior to the date of such termination.
- 2) If there is any Project Work that has been completed but not yet paid for at the time of Exhibit A termination, the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK for the unpaid Project Work.
- 3) The terminating party must pay the non-terminating party for any consequential damages suffered by the non-terminating party as a result of termination. No other form of damages will be owed by the terminating party to the non-terminating party.

9. DEFAULT

If the PARTY PERFORMING THE WORK defaults in the performance of any term or condition of this contract, that party must cure that default by a satisfactory performance within 10 days after service of written notice of the default. If the PARTY PERFORMING THE WORK fails to cure the default within that time, then the PARTY RECEIVING THE WORK may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 5 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

The PARTY PERFORMING THE WORK shall defend, indemnify, and hold harmless the PARTY RECEIVING THE WORK including all of the boards, agencies, departments, officers, employees, agents and volunteers thereof, against any and all claims, lawsuits, whether against the PARTY RECEIVING THE WORK or others, judgments, debts, demands, and liability, including, without limitation, those arising from injuries or death of persons and/or damages to property, arising directly or indirectly out of the obligations herein described.

Neither party shall assume any liability for nor defended, indemnify, or hold harmless the other party from, the negligent or wrongful acts or omissions of the other party, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property belonging to the other party.

Additionally, it is the responsibility of the PARTY PERFORMING THE WORK to insure that any contractor hired to perform Project Work adequately indemnifies both the County and the City.

Both parties agree to waive all rights of subrogation against the other party for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

11. INSURANCE PROVISIONS

Both parties are required to carry at least minimum self-insurance. In addition, the PARTY PERFORMING THE WORK is required to insure that any contractor hired for the Project Work carries minimum insurance that names both the County and the City as "Additional Insured."

Any insurance or self-insurance maintained by either the County or the City will be in excess of the contractor's insurance coverage and will not contribute to it.

Either party must notify the other immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet such requirements.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the other party.

Insurance coverage provided by a contractor will begin no later than commencement of any Project Work.

12. **NON-DISCRIMINATION**

1) General

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

2) Employment

Both parties will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Personnel policies will be made available to either party upon request.

13. **CONTRACT MONITORING**

Either party will have the right to review the work being performed under this Agreement and visit the site of the project at any time during usual working hours. Review, checking, approval or other action by the PARTY RECEIVING THE WORK will not relieve the PARTY PERFORMING THE WORK or any contractor of responsibility for the thoroughness of the services to be provided hereunder.

14. **MERGER CLAUSE**

This Agreement supersedes any and all other contracts, either oral or written, between the County and the City, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. Both parties acknowledge that no representations, inducements, promises or contracts have been made except those covenants and contracts embodied in this Agreement.

15. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

16. **SEVERABILITY OF CONTRACT**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

17. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by either party in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

18. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

19. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

20. **PREVAILING WAGE REQUIREMENT**

Both parties agree to comply with all applicable provisions of the California Labor Code and federal, state, and local laws related to labor when hiring third party contractors to perform Project Work.

California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815 shall be included in the contract between the PARTY PERFORMING THE WORK and any third party hired to do Project Work. The PARTY PERFORMING THE WORK shall assume any penalty prescribed in the Labor Code for violations.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

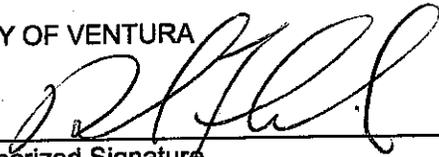
TO COUNTY: DIRECTOR OF TRANSPORTATION DEPARTMENT
 COUNTY OF VENTURA, PUBLIC WORKS AGENCY
 800 SOUTH VICTORIA AVENUE, HOA 3rd FLOOR
 VENTURA, CALIFORNIA 93009-1620

TO CITY: DIRECTOR OF PUBLIC WORKS
 CITY OF OXNARD
 305 WEST THIRD STREET, 3RD FLOOR
 OXNARD, CALIFORNIA 93030

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

COUNTY OF VENTURA

by: 
Authorized Signature

DAVID FLEISCH
Printed name

DIRECTOR, PWA-TRANSPORTATION DEPT
Title

7/3/17
Date

95-6000944
Tax Identification #

CITY OF OXNARD

by: _____
Authorized Signature

Printed name

Title

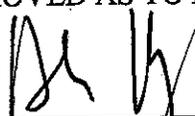
Date

95-6000756
Tax Identification #

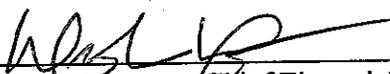
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE


James Cameron, Chief Financial Officer

APPROVED AS TO CONTENT:

 FOR RR
Rob Roshanian,
Interim Public Works Director


Lou Balderrama, City Engineer

APPROVED AS TO AMOUNT:


Karen R. Burnham, Interim City Manager

**PROJECT WORK AGREEMENT
"EXHIBIT A"**

The following Project Work Agreement, hereinafter called "Exhibit A," between _____, the "PARTY PERFORMING THE WORK," and _____, the "PARTY RECEIVING THE WORK," represents an agreement between the parties for the performance of specific maintenance, construction, or repair work on County of Ventura or city streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, Exhibit A hereby incorporates by reference all terms and conditions of the County of Ventura, Public Works Agency, Transportation General Reciprocal Agreement.

1. SCOPE OF WORK

The parties hereby agree that the PARTY PERFORMING THE WORK will perform for the PARTY RECEIVING THE WORK the Project Work herein described below:

2. COST ESTIMATE

If at the time of entering into an agreement under Exhibit A, the PARTY PERFORMING THE WORK has already contracted with a third party to perform work including the Project Work, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK that portion of the contract price attributable to the Project Work. The parties agree that amount is: \$ _____.

If at the time of entering into an agreement under Exhibit A, the cost of the work is undetermined, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK the estimated cost of the Project Work. The estimated cost of the Project Work is: \$ _____.

Under no circumstances shall the cost of this Project Work exceed \$100,000. If additional work is required beyond the scope of the original Project Work agreed to under this contract, the parties may seek a change order pursuant to section 4 of the General Reciprocal Agreement.

3. METHOD OF PAYMENT

Payment for the Project Work described herein above shall be made (check one):

_____ At the end of the Project Work.

_____ As invoiced in progress payments.

Payment shall be made according to the terms described in section 5.1 of the General Reciprocal Agreement.

4. PROJECT WORK CONTACT

COUNTY CONTACT:

County of Ventura, Public Works Agency
Transportation Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1620
Phone: _____

CITY CONTACT:

Phone: _____

5. FISCAL CONTACT

COUNTY CONTACT:

Lucy Taylor
Road Fund Supervising Accounting Officer
Public Works Agency, Central Services Department
Phone: (805) 654-2081

Remit Payment(s) or Submit Invoices to:
County of Ventura
Public Works Agency
Central Services Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1600

CITY CONTACT:

IN WITNESS WHEREOF the parties hereto have executed this Exhibit A.

COUNTY OF VENTURA

CITY OF OXNARD

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

95-6000944
Tax Identification #

95-6000756
Tax Identification #

Accounting No.: _____

**PROJECT WORK AGREEMENT
"Exhibit A"**

The following Project Work Agreement, hereinafter called "Exhibit A," between the County of Ventura, the "PARTY PERFORMING THE WORK," and the City of Oxnard, the "PARTY RECEIVING THE WORK," represents an agreement between the parties for the performance of specific maintenance, construction, or repair work on County of Ventura or city streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, Exhibit A hereby incorporates by reference all terms and conditions of the County of Ventura, Public Works Agency, Transportation General Reciprocal Agreement.

1. SCOPE OF WORK

The parties hereby agree that the PARTY PERFORMING THE WORK will perform for the PARTY RECEIVING THE WORK the Project Work herein described below:

Perform pavement rehabilitation on portions of Sunset Lane and Channel Islands Boulevard within the City of Oxnard. Work will include contractor mobilization, notice to residents, traffic control and construction signing, water pollution control, grinding 2-1/2 inch depth and asphalt hot rubber mix fill of grind areas, cold milling, placement of asphalt rubber hot mix, pavement delineation and appurtenant work as approved by the City of Oxnard Public Works Director.

2. COST ESTIMATE

If at the time of entering into an agreement under Exhibit A, the PARTY PERFORMING THE WORK has already contracted with a third party to perform work including the Project Work, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK that portion of the contract price attributable to the Project Work. *The parties agree that amount is not to exceed \$130,000.00.*

If additional work is required beyond the scope of the original Project Work agreed to under this contract, the parties may seek a change order pursuant to section 4 of the General Reciprocal Agreement.

3. METHOD OF PAYMENT

Payment for the Project Work described herein above shall be made (check one):

At the end of the Project Work.

As invoiced in progress payments.

Payment shall be made according to the terms described in section 5.1 of the General Reciprocal Agreement.

4. PROJECT WORK CONTACT

COUNTY CONTACT:

Glenn Derossett, Engineering Manager
County of Ventura, Public Works Agency
Transportation Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1620
Phone: 805-654-2054

CITY CONTACT:

Rob Roshanian, Interim Public Works Director
Public Works Administration
305 West Third Street
Oxnard, CA 93030
Phone: 805-385-8280

5. FISCAL CONTACT

COUNTY CONTACT:

Lucy Taylor
Road Fund Supervising Accounting Officer
Public Works Agency, Central Services Department
Phone: (805) 654-2081

Remit Payment(s) or Submit Invoices to:
County of Ventura
Public Works Agency
Central Services Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1600

CITY CONTACT:

Jim Cameron, Chief Financial Officer
City of Oxnard
Financial Services
300 West Third Street
Oxnard, CA 93030

IN WITNESS WHEREOF the parties hereto have executed this Exhibit A.

COUNTY OF VENTURA

CITY OF OXNARD

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Karen R. Burnham

Printed name

Title

Interim City Manager

Title

Date

Date

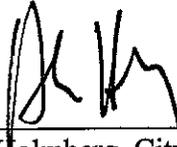
95-6000944

Tax Identification#

95-6000756

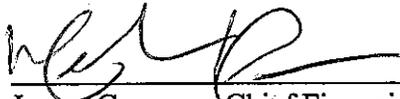
Tax Identification#

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE



James Cameron, Chief Financial Officer

APPROVED AS TO CONTENT:

 FOR RA

Rob Roshanian,
Interim Public Works Director



Lou Balderrama, City Engineer