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JOINT POWERS AGREEMENT
FOR GRINDING AND REPAVING STREETS

THIS AGREEMENT, made and entered into this day of , by and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY OF LINDSAY, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the City desires to grind and repave the existing surfacing on the following streets located within the City:

<u>Street</u>	<u>Limits</u>
1. Hermosa Street	Tulare Co/City Limits to State Route 65.
2. Hickory Street	Lafayette Avenue to Page Avenue.

WHEREAS, the City does not have available the pavement grinding or repaving equipment needed to perform the work and has requested the County to provide the equipment and operating personnel needed to perform the work; and

WHEREAS, the County is willing to make such equipment and personnel available to perform the work under the terms and conditions specified herein when such may be done without undue interference with County work schedules.

WHEREAS, Government Code Sections 6100 et seq. authorize the City and the County to enter into agreements for the joint resurfacing of roads in their respective jurisdictions.

NOW, THEREFORE, it is mutually agreed as follows:

1. Schedule of Work. The County shall supply all necessary equipment, personnel and materials to grind and repave the existing surfacing on the aforementioned Streets as its schedule permits.

The County shall have sole discretion to determine the priority of the work so that such work may be performed without undue interference with other County work schedules. Information concerning the schedule for work on this project shall be provided to the City by the County prior to commencing work.

TULARE COUNTY AGREEMENT NO. _____

1 2. Traffic Control. The COUNTY shall supply all necessary traffic control,
2 including but not limited to, signing and flagging, to ensure the protection of the public and
3 County personnel and equipment while the County is performing any work under this
4 Agreement.

5 3. Compensation. Upon completion of said work to be done by the County and receipt of
6 a billing from the County for the City portion of the total cost of doing the work which shall be
7 one hundred percent (100%) of the cost of the project for grind and repave of Hermosa Street and
8 Hickory Street sections. The City's share is estimated at \$49,500, but both parties understand
9 that actual costs may exceed this amount and the City agrees to pay this amount and any amount
10 in excess of this amount upon presentation of itemized invoices for actual costs.

11 Such costs shall include, but not be limited to, the following: equipment costs, based upon the
12 standard equipment rental rates established by the Resource Management Agency, multiplied by
13 the actual hours of operation; labor costs, based upon County wage rates, including fringe
14 benefits; the costs of any materials provided by the County; standard overhead rates established
15 by the Resource Management Agency; and all actual expenses incurred in the transportation of
16 the equipment, materials, and personnel to the job site.

17 4. Method for Computing Charges and Billing. Determination of the actual charges to be
18 billed to the City by the County shall be in conformance with the requirements of Chapter 2-
19 Road Accounting of the California Controller's Manual of Accounting Standards and Procedures
20 for Counties. After completion of the work, or any part thereof, the County shall submit an
21 itemized invoice for the costs incurred in such performance, and the City shall pay its share of the
22 bill no later than 60 days following receipt of said invoice.

23 5. Hold Harmless/Indemnification. "It is expressly understood that the County has not
24 evaluated or in any way entered into any decision regarding the appropriateness of the resurfacing
25 of these streets by using the pavement grinding method. The County assumes no responsibility
26 for the finished project properly serving the purpose intended.

27 The City shall hold harmless, defend and indemnify the County, its officers, agents and
28 employees from and against any liability, costs, claims, actions, damages, or losses for injury,
29 including death, to any person or damage to any property arising out of any City acts or
30 omissions, or the acts or omissions of its officers, employees or agents under this Agreement,

1 including, but not limited to, any act or omission with respect to the planning, design, or
2 specifications of this project.

3 The County shall hold harmless, defend and indemnify the City, its officers, agents and
4 employees from and against any liability, costs, claims, actions, damages, or losses for injury,
5 including death, to any person or damage to any property arising out of any County acts or
6 omissions, or the acts or omissions of its officers, employees or agents under this Agreement.

7 The City and County obligations under the provisions of this paragraph shall continue
8 beyond the term of this Agreement as to any act or omission that occurred during such term.

9 6. Termination. This Agreement shall terminate upon completion of all of the acts
10 required hereunder, unless earlier termination at the option of either party by delivery of no less
11 than 30 days prior written notice to the other at the addresses noted below:

12
13 COUNTY: County of Tulare
14 Resource Management Agency
15 5961 South Mooney Boulevard
16 Visalia, California 93277

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18 CITY: City of Lindsay
19 251 Honolulu Street
20 Lindsay, California 93247
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7. Modification: This Agreement may be amended or modified only by prior written consent of the parties.

COUNTY OF TULARE

By _____
J. Steven Worthley, Chairman
Board of Supervisors

"County"

ATTEST: C. BRIAN HADDIX,
County Administrative Officer/
Clerk of the Board of Supervisors.

By _____
Deputy

Approved as to Form

C. Brian Haddix
Deputy County Counsel 5-1-04

CITY OF LINDSAY

By *Ed Murray*
Mayor, City Council

"City"

ATTEST: City Clerk of the City
Council of the City of Lindsay

By *Carmela Wilson*
Deputy