

REPORT TO CITY COUNCIL

DATE: APRIL 24, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LAS VIRGENES UNIFIED SCHOOL DISTRICT (DISTRICT) AUTHORIZATION TO SEEK BIDS FOR THE REYES ADOBE ROAD SIDEWALK IMPROVEMENT PROJECT; NIB 13-02

At the Goal Setting Workshop on April 10, 2013, the City Council unanimously spoke in support of staff's proposed plan to move forward, in cooperation with the Las Virgenes Unified School District (District), to construct approximately 1,360 feet of sidewalk along the east side of the northerly terminus of Reyes Adobe Road.

This cooperative effort between the City and District dates back several years when, in 2010, a Safe Routes to School grant application was jointly submitted but, ultimately, denied by the State. Since then, multiple sources (residents, parents, and school district officials) continue to voice safety concerns re-emphasizing the need for the sidewalk.

At the request of the District, City staff recently attended two District Facilities Committee meetings, wherein City staff presented a conceptual layout and cost estimate for the District to consider.

On March 28, 2013, the District's Facilities Committee decided to move forward with a recommendation to the School Board to allocate \$281,000 of Measure G funds to be used in funding the entire construction phase of the project. Although the City is not in a current financial position to make a cash contribution to the project, a great deal of staff time is being spent as in kind contribution to complete the design phase, prepare the construction documents (plans, specifications, and estimates), coordinate with the City Attorney to draft the Memorandum of Understanding (MOU), contract administration, and construction management through the duration of the project.

With the Council's approval, staff intends to begin construction in late June or early July, and the project will take approximately 3-4 weeks to complete. Staff would bring a Notice of Completion to the Council in early August. The improvements would be ready for the first day of school on August 21, 2013.

The attached MOU has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City and Las Virgenes Unified School District; and
2. Authorize the Mayor to execute the MOU; and
3. Authorize staff to seek bids for the Reyes Adobe Road Sidewalk Improvements Project, NIB 13-02.

Attachment: Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF AGOURA HILLS AND LAS VIRGENES UNIFIED SCHOOL DISTRICT FOR THE REYES ADOBE ROAD SIDEWALK IMPROVEMENT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 24th day of April, 2013 (“Effective Date”), by and between the City of Agoura Hills, a municipal law corporation (“CITY”) and the Las Virgenes Unified School District, a public school district duly organized under the laws of the State of California (“DISTRICT”). CITY and DISTRICT are sometimes referred to collectively as “the Parties.”

RECITALS

A. Yerba Buena Elementary School is located at 6098 Reyes Adobe Road, Agoura Hills, California 91301;

B. DISTRICT completed construction of Yerba Buena Elementary School and all related right-of-way improvements along Reyes Adobe Road in 2007;

C. Yerba Buena Elementary School is currently served by a four (4) foot sidewalk on west side of Reyes Adobe Road;

D. No sidewalk exists on the east side of Reyes Adobe Road near Yerba Buena Elementary;

E. The Parties desire to improve Reyes Adobe Road with a sidewalk on the east side of Reyes Adobe Road to better serve the students, families and staff at Yerba Buena Elementary and the citizens of the City of Agoura Hills;

F. The Parties desire to divide responsibilities under this MOU, with DISTRICT paying for all costs associated with the construction of the Project and CITY managing the construction of the Project and paying for the administration and management of the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

Section 1. Purpose. This MOU is entered into by the Parties to provide for the installation of a new eight (8) foot wide sidewalk on the east side of Reyes Adobe Road between Yerba Buena Elementary and approximately 1360 feet south of Yerba Buena Elementary along Reyes Adobe Road (“Project”). The Project Site is identified and described in Exhibit “A”, attached hereto and incorporated herein by this reference as though set forth in full.

Section 2. Term. This MOU shall commence on the Effective Date and shall continue in full force and effect until completion of the Project, but in no event later than December 31,

2013.

Section 3. Project Construction.

A. *Lead Agency.* CITY shall act as the lead agency in the construction of the Project by managing the Project. In such capacity, CITY shall solicit bids, award the construction contract and make all construction decisions. In addition, CITY shall perform its own inspections. The Project shall include, but is not limited to, the construction of an 8-foot wide sidewalk, re-striping of the road adjacent to the new sidewalk, striping on the new sidewalk to clearly delineate pedestrian and bike lanes, installation of a safety railing near the creek bridge, construction of an earthen swale, drainage improvements and other related sidewalk improvements, unless actual field conditions require revisions to the approved construction documents (*i.e.*, plans, specifications, and estimates).

B. *Cost Sharing.* The Parties agree to divide the costs of the Project as follows:

- (1) DISTRICT shall pay, in an amount which shall not exceed Two Hundred Eighty-One Thousand Dollars and Zero Cents (\$281,000.00) without the prior written consent of DISTRICT, for all costs associated with the construction of the Project;
- (2) CITY shall pay for all expenses associated with:
 - a. Design of the Project;
 - b. Preparation of Project construction documents (*i.e.*, plans, specifications, and estimates);
 - c. Project contract administration; and
 - d. Project construction management for the term of this MOU.

C. *Payment.* Within fifteen (15) days of receiving a written request for payment for Project construction work, accompanied by copies of contractor's invoices, DISTRICT shall pay CITY for Project construction work. After CITY receives DISTRICT's payment for Project construction work, CITY shall be responsible for submitting payment to the contractor for the Project.

D. *Accountability.* CITY shall maintain records of Project-related disbursements in accordance with accepted government accounting principles. Such records shall be available to DISTRICT for audit.

D. *Releases.* CITY shall secure releases after completion and acceptance of the Project.

Section 4. Indemnification.

A. *CITY Obligation.* CITY shall defend, indemnify and hold harmless

DISTRICT and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of CITY or any of its officers, employees or agents in connection with CITY's obligations and performance under this MOU.

B. *DISTRICT Obligation.* DISTRICT shall defend, indemnify and hold harmless CITY and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of DISTRICT or any of its officers, employees or agents in connection with DISTRICT's obligations and performance under this MOU.

C. *Survival.* This section shall survive the termination or expiration of this MOU.

Section 5. Miscellaneous.

A. *Dispute Resolution.* The Parties shall attempt to resolve any dispute that may arise between them through mediation. This MOU shall be interpreted in accordance with the plain meaning of the language used, and shall be deemed to have been jointly drafted by the Parties.

B. *Integration.* This MOU (including the attached Exhibit "A") represents the entire and integrated contract between the Parties, and supersedes all prior oral or written negotiations, representations or contracts on this subject matter. This MOU may not be amended, nor any provision or breach waived, except in a writing signed by the Parties' duly authorized representatives, which writing expressly refers to this MOU.

C. *Authority to Execute this MOU.* DISTRICT warrants and represents that it has the authority to: (1) disburse funds to CITY for the Project; and (2) execute this MOU.

D. *Counterparts.* This MOU may be executed in counterparts, all such executed counterparts shall constitute the same MOU, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU on the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

LAS VIRGENES UNIFIED SCHOOL DISTRICT

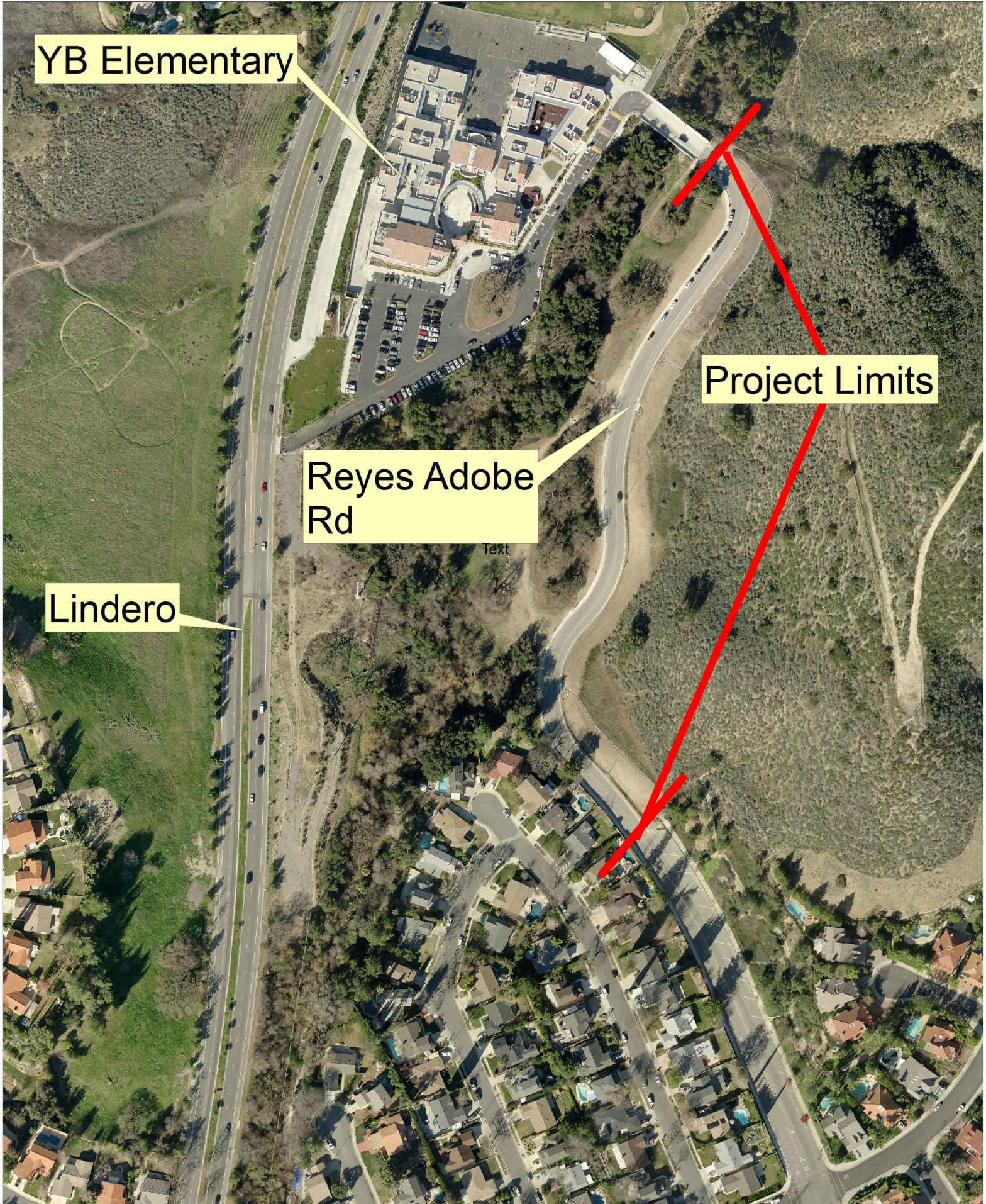
By: _____
Lesli Stein
President, Board of Education

ATTEST:

By: _____
Gordon Whitehead
Clerk, Board of Education

Exhibit "A"
Project Site

Reyes Adobe Road Sidewalk Improvement Project Limits



YB Elementary

Reyes Adobe Rd

Lindero

Project Limits