

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF:)
)
DELEGATION TO THE DIRECTOR OF PUBLIC)
WORKS AND PLANNING OF AUTHORITY TO)
EXECUTE INDIVIDUAL PROJECT SPECIFIC)
SUPPLEMENT AGREEMENTS PURSUANT TO) RESOLUTION
MASTER DUAL JURISDICTION AGREEMENT)
BETWEEN THE COUNTY OF FRESNO AND THE)
CITY OF REEDLEY)

WHEREAS, the City of Reedley (City) and the County of Fresno (County) recognize that it will be to their mutual benefit to perform, as a cooperative endeavor, certain construction projects for the improvement, repair or maintenance of roads and associated traffic signals, bridges, and facilities located across City/County jurisdictional boundaries, as to which the City and County share jurisdictional responsibility ("Projects"); and

WHEREAS, both the City and the County desire to streamline the process by which City and County may enter into cooperative agreements for the construction of such dual jurisdiction projects (Projects); and

WHEREAS, the City and the County have developed a Master Dual Jurisdiction Cooperative Agreement ("Master Agreement"), establishing certain terms associated with the construction of such Projects and the template to be used for each PSS for any such Projects, which template is hereto attached as Exhibit A (and also as Exhibit A to the Master Agreement); and

WHEREAS, the City approved the Master Agreement on October 22, 2019.

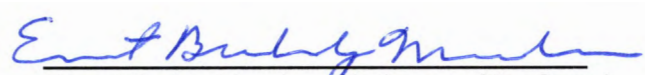
NOW THEREFORE BE IT RESOLVED, that the Fresno County Board of Supervisors hereby authorizes the Director of the County's Department of Public Works and Planning to enter into and execute on the County's behalf, subject to prior approval by the Auditor-Controller/Treasurer-Tax Collector and County Counsel, Project Specific Supplement Agreements (PSS) with the City of Reedley, pursuant to the terms, conditions, and limitations established by the Master Agreement executed between the County and the City of Reedley and approved by this Board on January 7, 2020; and

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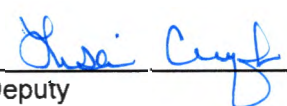
IT IS HEREBY FURTHER RESOLVED that each such PSS will incorporate all provisions of the Master Agreement to the extent not expressly modified by the PSS, and will set forth those additional provisions defining each agency's respective responsibilities and share of costs for each such Project, and will be consistent with Exhibit A as presented to this Board on January 7, 2020.

THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 7th day of January 2020, to wit;

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero
NOES: None
ABSENT: None
ABSTAINED: None


Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

PROJECT SPECIFIC SUPPLEMENT AGREEMENT
(Pursuant to Master Dual Jurisdiction Cooperative Agreement)

This Project Specific Supplement Agreement ("PSS") is made and entered into this ____ day of _____, 20__, by and between the City of Reedley, a municipal corporation (City), and the County of Fresno, a political subdivision of the State of California (County) (collectively, the Parties), pursuant to that certain Master Dual Jurisdiction Cooperative Agreement dated _____, 2019 (the "Master Agreement").

RECITALS:

- A. City and County are parties to the Master Agreement, which is incorporated herein by this reference. All defined terms not otherwise defined herein, shall have the same meaning provided in the Master Agreement.
- B. Pursuant to the Master Agreement, the Parties may enter into a Project Specific Supplement Agreement for any such individual discrete joint Project.
- C. [INSERT SPECIFIC LOCATION] (hereinafter the "Project Limits") are located across City/County jurisdictional boundaries, with _____ percent (___%) within the jurisdiction of County and _____ percent (___%) within the jurisdiction of City as shown on "Exhibit A" hereto.
- D. City and County desire to complete the following improvements and work within the Project Limits, which collectively constitutes the Project: [INSERT MORE SPECIFIC DESCRIPTION OF WORK TO BE PERFORMED].
- E. City and County now wish to establish the conditions specifically applicable to the Project under which the Project will be completed.

1 NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants,
2 and conditions herein contained, it is hereby agreed as follows:

3 1. **Recitals.** Each and all of the foregoing recitals of background facts are
4 incorporated herein by this reference as though set forth herein verbatim.

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6 2. **Master Agreement.** Unless otherwise noted herein, all applicable terms and
7 provisions contained in the Master Agreement shall apply to the Project.

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9 3. **Lead Agency.** The Lead Agency for the Project will be _____.

10 4. **Participating Agency.** The Participating Agency for the Project will be
11 _____.

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13 5. **Engineer's Estimate.** A Preliminary Engineer's Estimate is attached hereto as
14 "Exhibit B" and is incorporated herein by this reference. Exhibit B may be revised
15 by the parties at any time, by written approval of both respective Directors, to reflect
16 the estimated costs of modifications and refinements to the Project.

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18 6. **Jurisdictional Cost Share.** [The primary anticipated funding source for the
19 Project will be _____.] Each party
20 shall be responsible for the actual costs of its respective obligations, as initially
21 identified in the Preliminary Engineer's Estimate, and as revised pursuant to
22 Section 5 above once the actual construction costs have been finally determined.
23 Generally, unless otherwise provided either in the Master Agreement or herein,
24 each party shall be responsible for costs in proportion to the percentage of the
25 Project located within its jurisdiction as set forth in Recital C. The estimated cost
26 for the City is _____ and the estimated cost for County is
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- _____.
7. **Special Terms.** The parties agree that the following special or specific terms shall apply to the performance of the Project:

8. **Assignment.** Neither Party shall assign, transfer, or sub-contract this Agreement, nor any of its respective rights or duties hereunder without the written consent of the other Party.

9. **Waiver.** Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

11. **Severable.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

12. **Amendment.** This Agreement may be modified only by written instrument executed by duly authorized representatives of both City and County.

1 13. **Entire Agreement.** Each party acknowledges that it has read and fully
2 understands the contents of this Agreement and represents that this entire
3 Agreement between City and County with respect to the subject matter contained
4 herein and that this Agreement supersedes all prior negotiations, representations,
5 or agreements, either written or oral.
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7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
8 and year first herein above written.

9 [SIGNATURE PAGE TO FOLLOW]
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CITY OF REEDLEY,
A California municipal corporation

By: _____
, City Engineer

APPROVED AS TO FORM:

By: _____
Scott G. Cross
City Attorney

ATTEST:

By: _____
Sylvia Plata, City Clerk

COUNTY OF FRESNO

By: _____
Steven White, Director
Department of Public Works and
Planning

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG
County Counsel

By: _____

APPROVED AS TO ACCOUNTING FORM
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

By: _____