

RESOLUTION NO. 94-68

A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KERN COUNTY AIR POLLUTION CONTROL DISTRICT FOR THE AWARD OF DMV AB 2766 GRANT MONIES TO THE CITY IN ORDER TO CONSTRUCT THE CHELSEA STREET EXTENSION THAT WILL ACCESS VIEWEG SCHOOL.

WHEREAS, the City Council of the City of Ridgecrest proposes to facilitate the construction of Chelsea Street as a method to reduce vehicle emissions through the reduction of trip length, and

WHEREAS, the City Council of the City of Ridgecrest sees the importance to the community to create an access from the City directly to Vieweg School; and

WHEREAS, the staff on behalf of the City of Ridgecrest made application to the Kern County Air Pollution Control District for AB 2766 DMV Grant monies to assist in the construction of the street access;

WHEREAS, the construction of Chelsea Street extension will assist the community in achieving ambient air quality standards for the Southeast Desert Air Basin; and

WHEREAS, the Kern County Air Pollution Control District Board recognized the merits of the application and awarded a grant for \$50,730 to the City for the Construction of the Chelsea Street extension.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF RIDGECREST authorizes the Mayor to sign the Memorandum of understanding on behalf of the City.

APPROVED AND ADOPTED this 5th day of October, 1994, by the following vote:

AYES: Mayor Corlett, Council Members Auld, Bitney and Bryan.

NOES: None.

ABSTAIN: Council Member Parode.

ABSENT: None.



Kevin S. Corlett, Mayor

ATTEST:



Pamela Bartlett, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN/FOR
CITY OF RIDGECREST
AND
KERN COUNTY AIR POLLUTION CONTROL DISTRICT**

This Memorandum of Understanding (MOU), effective as of October 13
____, 1994, is entered into by and between KERN COUNTY AIR POLLUTION CONTROL
DISTRICT (KCAPCD) and the CITY OF RIDGECREST (COR).

WHEREAS, COR in cooperation with the Naval Air Warfare Center Weapons
Division/Naval Air Weapons Station, China Lake (NAWCWPNS/NAWS, China Lake)
proposes to improve vehicular access to the Vieweg School; and

WHEREAS, improving vehicular access to the school is a pollution reduction
measure resulting in the elimination of approximately two hundred fifty thousand (250,000)
annual vehicle miles; and

WHEREAS, KCAPCD's Board of Directors approved funding of improvement of
vehicular access to Vieweg School in the amount of FIFTY THOUSAND SEVEN
HUNDRED THIRTY DOLLARS (\$50,730.00) contingent upon the availability of AB 2766
DMV Grant Funds.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND
CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. COR is responsible for carrying out the project described in the work plan
(Exhibit "A") attached hereto and incorporated herein by this reference. If COR fails to
complete the project within the time specified and as described in the work plan, COR shall,
upon request by KCAPCD, return to KCAPCD all funds provided to COR by KCAPCD
pursuant to this Agreement.

2. KCAPCD shall provide a maximum of FIFTY THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$50,730.00) to COR to carry out the project tasks described in Exhibit "A". COR agrees to accept financial responsibility for all costs and expenses necessary to complete the project in excess of the FIFTY THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$50,730.00) made available by KCAPCD pursuant to this MOU. KCAPCD's duty to provide funds to COR is expressly contingent on its receipt of funds from the California Department of Motor Vehicles pursuant to AB 2766 (Health and Safety Code Section 44220 et. seq.). In the event that all or a portion of such funds are not received by KCAPCD, COR agrees that KCAPCD's funding obligations under this MOU shall be reduced by the amount of funds not received. In addition, in the event some or all of said funds are not received by KCAPCD, it may, at its sole option, suspend this MOU until such funds are received. COR hereby agrees to and grants said option to KCAPCD without reservation or claim for future cause of action based thereon.

3. Upon approval of this MOU by the KCAPCD Board of Directors, COR shall make written requests to KCAPCD to receive cash advances to be applied toward this project. Each written request for a cash advance shall list the items/services that are to be acquired with funds from that request. All funds advanced to COR must be properly expended within one hundred eighty (180) days of receipt by COR or returned to the KCAPCD.

4. COR shall carry out and complete the tasks described in the written request for a cash advance to the reasonable satisfaction of KCAPCD. COR understands and agrees that KCAPCD shall incur no obligation for payment of any work that is deemed unsatisfactory by KCAPCD or not completed within the time frames specified, unless said time frames are extended in writing by the Director of KCAPCD. Any funds expended by COR on work deemed unsatisfactory by KCAPCD or completed after the specified time frames, shall be returned to KCAPCD within ten (10) days after receipt of written notification from KCAPCD requesting the return of the funds.

5. The second and all subsequent requests for a cash advance shall include a report on the tasks completed in the previous period. This report shall include photocopies of invoices paid with funds provided under this MOU. The report shall include proof of all equipment/services acquired with funds provided under this MOU.

6. No later than thirty (30) days following the completion of the project, COR shall submit to KCAPCD a final report, in the same format and containing the same type of information described in Paragraph 5 above.

7. COR shall establish, and maintain within its accounting system, a separate account for all work performed and expenses incurred pursuant to this MOU. All accounting records shall readily provide a breakdown of all costs charged, together with supporting documents, and shall be kept separate from other documents and records and maintained for three (3) years after the project has been completed and billed.

8. Any party may, at its sole discretion, suspend or terminate this MOU or the work on any portion hereof at any time by giving thirty (30) days written notice to that effect to the other parties. In such event, COR shall be paid for any work satisfactorily performed prior to suspension or termination, and COR shall return all unused funds to KCAPCD within ten (10) days of any such suspension or termination.

9. All work pursuant to this MOU shall be completed no later than the final completion date contained in the attached Exhibit "A", unless an extension of time is granted in writing by the Director of KCAPCD.

10. Notices shall be sufficient hereunder if personally served upon the Clerk of the Board of Supervisors or similar person on behalf of COR, or if sent by United States mail, postage prepaid and addressed as follows:

To KCAPCD: Director
 Kern County Air Pollution Control District
 2700 "M" Street, Suite 290
 Bakersfield, CA 93301

To COR: City of Ridgecrest
 Attention: Gina-Marie Robinson
 City Planner
 100 W. California Avenue
 Ridgecrest, CA 93555

11. It is mutually understood and agreed that this MOU shall be binding upon KCAPCD and its successors and upon COR and its successors. Neither this MOU, nor any part hereof, nor any monies due or to become due hereunder, may be assigned by COR without the prior written consent of KCAPCD.

12. COR shall indemnify, defend (upon written request of KCAPCD) and save harmless KCAPCD, its officers, agents and employees, from any and all losses, damages,

liability, claims or causes of action of every nature whatsoever for physical injury to or death of any person or persons, or damage to property of KCAPCD or any third persons, which may arise out of any act or omission of COR, or COR's officers, agents and employees, during the performance of this MOU.

13. This MOU may be amended and/or the term extended at any time by the written agreement of KCAPCD, and COR.

14. This MOU contains the entire agreement among the two parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

15. No waiver of a breach of any provision of this MOU shall constitute a waiver of any other breach, or of such provision. Failure of KCAPCD to enforce at any time or from time-to-time, any provision of this MOU shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

16. The terms of this MOU shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California.

17. The individuals executing this MOU on behalf of COR warrant that he/she is authorized to execute the MOU on behalf of COR and that COR will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have executed this MOU, which shall be effective as of the date first set forth above.

AIR POLLUTION CONTROL DISTRICT BOARD

CITY OF RIDGECREST

By: *Kenneth W. Peterson*
Chairman, Kern County Air
Pollution Control District

By: *Kevin S. Corlett*
Kevin Corlett, Mayor
City of Ridgecrest

"KCAPCD"

"COR"

**APPROVED AS TO CONTENT:
Air Pollution Control District**

**APPROVED AS TO FORM:
Ridgecrest City Council**

By: *[Signature]*
Thomas Paxson, P.E., Director

By: *Denise A. Bruya*
Wayne Lemieux, Attorney

**APPROVED AS TO FORM:
Office of County Counsel**

**ATTESTING TO:
City Clerk**

By: *Bruce D. [Signature]*
Deputy

By: *Pamela Bartlett*
Pam Bartlett, City Clerk

EXHIBIT "A"

Project Location:

The project will be located in Section 27 of T26S, R40E in the Municipality of Ridgecrest in the County of Kern at the Vieweg School site (Exhibit "B" provides a site plan of the project proposal).

Description of Proposed Project:

This proposal will create an access for the City residents to Vieweg School, without entering the NAWCWPNS/NAWS, China Lake site, resulting in an overall reduction in trip lengths, travel time and vehicle idle time through reducing congestion at the main access point into the NAWCWPNS/NAWS, China Lake (China Lake Boulevard Inyokern Road) and thus effectuating an overall reduction in pollution emissions.

This Project Includes:

- A. The construction of a 930 foot long by 30 foot wide extension of Chelsea Street to the currently existing Vieweg parking lot and bus loading and unloading area that is also utilized as a drop off spot for parents bringing their children in private vehicles and children being brought to school by their daycare vans.
- B. The relocation of the NAWCWPNS/NAWS, China Lake perimeter security fencing to allow for access to the Vieweg School parking and bus loading/unloading lot. A pedestrian gate that can be locked nightly will be installed to allow NAWCWPNS/NAWS, China Lake residents pedestrian access to site.

Project Implementation Schedule:

This would be a one-time project, and upon completion the City of Ridgecrest, NAWCWPNS/NAWS, China Lake, and the Sierra Sands Unified School District (SSUSD) would be responsible for the maintenance of infrastructure affected by this project under their separate jurisdictions.

Acquisition of ROW:	60 days from date of award
Engineering plans:	60 days from acquisition of ROW
Specifications:	15 days
Bid Process:	45 days
Project Construction:	45 days from completion of Engineering plans
Project Contingency:	<u>30 days</u>
TOTAL	255 days (7½ months)

Project Completion expected prior to the '94-'95 SSUSD school year, based upon a project start date of February 1, 1994.

	<u>COST</u>	<u>COR PROVIDE</u>	<u>NAWS PROVIDE</u>	<u>GRANT MONIES</u>
Engineering and Plans for Construction of Street Extension	\$26,820		XX	
Specifications & Bid Process	\$ 3,100	XX		
Construction Management	\$ 8,100	XX		
Excavation of Road Bed	\$26,260	50%	50%	
Security Fence Removal and Replacement with addition of a pedestrian gate	\$12,500			XX
30' wide extension of Chelsea Street to Viewig School	\$38,230			XX
Street Stripping	\$ 1,500	XX		
<hr/>				
TOTAL	\$116,560	\$25,830 (\$38,960)	\$39,950 (\$26,820)	\$50,730

The City of Ridgecrest and the NAWCWPNS/NAWS, China Lake will provide their match of funds by providing labor and services that will complement the grant monies. If the NAWCWPNS/NAWS, China Lake is unable to commit the Navy Sea Bees (50% of cost) for grading and excavation, the City of Ridgecrest will commit to 100% of the cost of this portion of the project.

Reinstate existing fence and gate and install personnel gate.
A Existing parking and bus turn around area.

NEW FENCE

Extend road and construct parking area for school personnel.



CITY

CHelsea ST

DRUMMOND AVE

NAWS

EXHIBIT 'B'