

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

935 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 1, 2009

SUBJECT: Additions to and Exclusions from the County Maintained Road System

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve additions to: and exclusions from; the County Maintained Road System.
2. Adopt Resolution No. 2009-172 establishing mileage of County maintained road miles pursuant to Section 2121 of Streets and Highways Code.

Juan C. Perez
Director of Transportation

JAW:
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ -0-	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	2008/09

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL

BY: DALE A. GARDNER DATE

Departmental Concurrence

Policy
 Policy

Consent
 Consent

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref. | District: ALL | Agenda Number:

BACKGROUND: Section 2121 of Street and Highways Code provides that in May of each year, each County shall submit to the State of California Department of Transportation any additions to; or deletions from; its mileage of County maintained roads. Changes reflect additions, deletions, corrections or modifications to County maintained road mileage due to development, annexations, and incorporations. The decrease in mileage this year is attributable to the incorporation of Wildomar and Menifee.

Summary

Corrected Mileage May 28, 2008	2,795.73
Mileage Added	<u>39.40</u>
	Sub-total 2,835.13
Mileage Deleted	<u>(320.80)</u>
	Sub-total 2,514.33
Mileage Changes	<u>8.91</u>
New Mileage May 19, 2009	2,523.24
Total decrease in County Maintained Road Miles	272.49

2 **RESOLUTION NO. 2009-172**

3 **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE**
4 **ESTABLISHING MILEAGE OF MAINTAINED COUNTY ROADS**
5 **PURSUANT TO SECTION 2121 OF STREET AND HIGHWAYS CODE**

6 **WHEREAS**, Section 2121 of the Street and Highways Code provides that each County
7 annually shall submit to the California State Department of Transportation any additions to; or
8 exclusions from; its mileage of each route added or excluded; and,

9 **WHEREAS**, the California State Department of Transportation certified in May 2008 to the
10 California State Controller that the total mileage of County maintained roads in Riverside County was
11 2,795.73 miles; and,

12 **WHEREAS**, the County now finds that the total mileage of County maintained roads is
13 2,523.24;

14 **NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of
15 Riverside, State of California, in regular session assembled on June 09, 2009 that the mileage of
16 County maintained roads be as graphically shown on a set of maps entitled "County Maintained Road
17 System", Riverside County, May 19, 2009, marked Exhibit "A", and as detailed by termini and length of
18 each route in a tabulation entitled "Tabulation of County Maintained Road System", May 19, 2009,
19 marked Exhibit "B", both of which are on file in the office of the Clerk of the Board of Supervisors and
20 both of which are, by this reference, incorporated in and made a part hereof with the same effect as if
they were physically attached thereto; and,

21 **BE IT FURTHER RESOLVED** that a true copy of Resolution No. 2009-172 duly certified by the
22 Clerk of the Board, accompanied by true copies of said Exhibits "A" and "B", be transmitted to the
23 California State Department of Transportation by the Transportation Department of Riverside County.

FORM APPROVED COUNTY COUNSEL
BY:  DALE ASGARNIER
DATE: 4/29/09

- 1 1. To fund the PROJECT construction costs estimated in the amount of **\$200,000** for the improvements located
2 within the jurisdictional boundaries of the COUNTY.
- 3 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design
4 responsibility. If any existing public and/or private utility facilities conflict with the PROJECT construction,
5 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,
6 relocation, or removal.
- 7 3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in
8 accordance with the California Environmental Quality ACT (CEQA), if applicable.
- 9 4. To furnish CITY a single invoice with a final reconciliation of project expenses within ninety (90) days following
10 the completion and acceptance of the constructed PROJECT improvements. The invoice amount shall not
11 exceed the costs specified in Section 2 for the CITY's share of the improvements.

12 **SECTION 2 • CITY AGREES:**

- 13 1. Upon submitting proper documentation and invoices, to reimburse COUNTY for the PROJECT construction
14 costs estimated in the amount of **\$265,000** for the improvements located within the jurisdictional boundaries
15 of the CITY.
- 16 2. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
17 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
18 investigative activities required for pre-construction and construction activities of the PROJECT.
- 19 3. To acquire and secure right of way for the PROJECT within the jurisdictional boundaries of the CITY.
- 20 4. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
21 this agreement.

22 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 23 1. The total construction cost estimate for the PROJECT is **\$465,000**.
- 24 2. The work shall be performed by COUNTY forces.
- 25 3. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
26 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
27 be necessary to transfer ownership.
- 28 4. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by the
29 PROJECT that are located outside of their respective right of way boundaries.

- 1 5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
2 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
3 PARTY hereto.
- 4 6. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the
5 PROJECT for a period of three (3) years from the date of final payment.
- 6 7. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
7 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
8 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
9 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
10 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
11 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
12 under this Agreement.
- 13 8. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
14 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
15 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
16 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
17 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
18 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
19 this Agreement.
- 20 9. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are
21 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
22 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
23 this Agreement, is null and void.
- 24 10. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
25 parties not party to this Agreement or affect the legal liability of either PARTY to the Agreement by imposing
26 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
27 law.
- 28 11. This Agreement may be signed in counterparts, each of which shall constitute an original and which
29 collectively shall constitute one instrument.

1 12. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the
2 PROJECT.

3
4 IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized
5 representatives to be effective on the day and year first above-written.

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7 **[Signatures on Following Page]**
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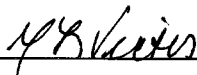
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:


_____ Dated: 5/27/09

Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:


_____ Dated: 5/28/09

Marsha L. Victor
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

PRINTED NAME
Chairman, Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia Harper-Ihem
Clerk of the Board (SEAL)

CITY OF PERRIS

APPROVED BY:


_____ Dated: _____

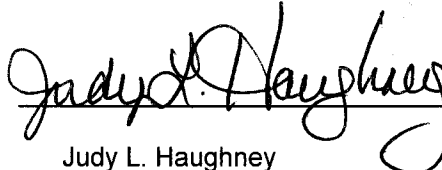
Daryl R. Busch
Mayor

APPROVED AS TO FORM:


_____ Dated: 04/14/09

Eric L. Dunn
City Attorney

ATTEST:


_____ Dated: 4/20/09

Judy L. Haughney
City Clerk (SEAL)

EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Construct pavement on Clayton Street between 7th Street and Burton Road, and on Burton Road between Clayton Street and Ellis Avenue in the City of Perris and unincorporated areas of Riverside County. The road improvements will consist of grading an approximately 40-foot wide roadbed, placing 26-foot wide, 0.33' RMA asphalt pavement over 0.50' decomposed granite base, and install drainage appurtenances, as necessary. The length of the project is approximately 4,000 feet, with the north half of Clayton Street in the City of Perris and the south half in the unincorporated County area.

COST ESTIMATE:

Road	Limits	Length	County's Cost	City's Cost	Total Cost
Clayton St/Burton Rd	7 th St to Ellis Ave	4,000'	\$200,000	\$265,000	\$465,000

The County's cost is funded by the Economic Development Agency, Community Development Block Grant (CDBG) funds.

The cost estimate does not include utility relocations, right of way acquisition or environmental mitigation, if required.

