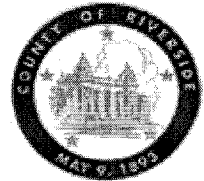


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

724A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 13, 2009

SUBJECT: Relinquishment Cooperative Agreement with the State of California for Sycamore Canyon Boulevard and Central Avenue, 5th Supervisorial District

RECOMMENDED MOTION: That the Board of Supervisors approve the Relinquishment Cooperative Agreement with the State of California for roadway improvements along Sycamore Canyon Boulevard and Central Avenue, and authorize the Chairman of the Board to execute the same.

BACKGROUND: Recent improvements to I-215 required that the south bound on ramps to I-215 at Central Avenue had to be widened and reconstructed. This caused the adjacent intersection of Sycamore Canyon Boulevard and Central Avenue to be relocated southerly of the new ramps.

Juan C. Perez
Director of Transportation

JCP:kt
(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:	2009/2010

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:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS

DATE Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.82

The Honorable Board of Supervisors

RE: Relinquishment Cooperative Agreement with the State of California for Sycamore Canyon
Boulevard and Central Avenue,

July 13, 2009

Page 2 of 2

This agreement provides that the State will relinquish the portion of the newly built and realigned Sycamore Canyon and Central Avenue back to the County to maintain, as we maintained the previous intersection.

08-Riv-215-KP 62.29/63.94
Local Road Relinquishment
In the City of Riverside
EA 334843
District Agreement No. 8-1437

**RELINQUISHMENT
COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

COUNTY OF RIVERSIDE, a body politic and municipal corporation of the State of California, referred to herein as "COUNTY."

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY that portion of a local road within COUNTY's jurisdiction.
2. STATE intends to relinquish to COUNTY that portion of Sycamore Canyon Boulevard and Central Avenue adjacent to Interstate 215 between KP 62.29 and KP 63.94 as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES." COUNTY is willing to accept said relinquishment upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
3. STATE and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. The parties hereto intend to define herein the terms and conditions under which relinquishment is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in section 73 of the Streets and Highways Code.
2. To accept ownership, including all of STATE's current obligations, rights, title and interest in RELINQUISHED FACILITIES, upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for the RELINQUISHED FACILITIES at no additional cost to STATE.

SECTION II

STATE AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, RELINQUISHED FACILITIES.
2. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available STATE records and files for the RELINQUISHED FACILITIES, including, but not limited to, plans, survey data, pending and approved encroachment permits, and right of way information.
3. To retain fee title to and maintenance of the Mechanically Stabilized Embankment Wall (MSEW), located right of realigned Sycamore Canyon Boulevard (from approximately 40 meters east of the roadway centerline intersection of Sycamore Canyon Boulevard and Central Avenue to approximately 240 meters east of the roadway centerline intersection of Sycamore Canyon Boulevard and Central Avenue).

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY

under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

3. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
4. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
5. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for said RELINQUISHED FACILITIES in the County Recorder's Office, or on July 1, 2012, whichever is earlier in time except for those provisions which relate to, indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF RIVERSIDE

WILL KEMPTON
Director

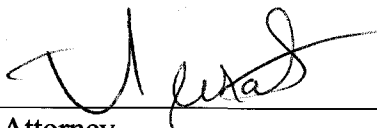
By: _____
Chairman, Board of Supervisors

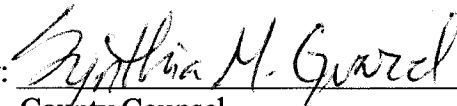
By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Attorney,
Department of Transportation

By:  _____
County Counsel
SYNTHIA M. GUNZEL, Deputy

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

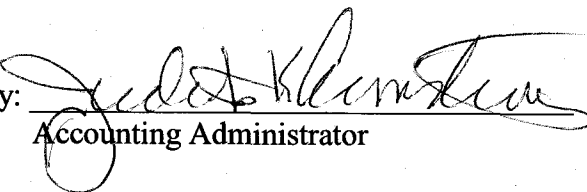
By:  _____
Accounting Administrator

EXHIBIT A

