

Departmental Concurrence

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

104A



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
 March 28, 2013

SUBJECT: Agreement for Provision of Road Maintenance between the County of Riverside (County) and the City of Rancho Mirage (City).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for Provision of Road Maintenance between the County of Riverside and City of Rancho Mirage, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: This agreement is a requirement of the LAFCO 2012-12-4 Annexation of a portion of County land to the City of Rancho Mirage. The City's goal is to complete the


 Juan C. Perez
 Director of Transportation and Land Management

PR:gl
 (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: | 2012/13 |

| | | |
|-------------------------|---|--------------------------|
| 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

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 4/4

Agenda Number:

The Honorable Board of Supervisors

RE: Agreement for Provision of Road Maintenance between the County of Riverside (County) and the City of Rancho Mirage (City).

March 28, 2013

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Annexation by April. Under this agreement, and as required by the LAFCO approval process, the City will maintain the full width of Ramon Road from Bob Hope Drive to approximately one-half mile west of Los Alamos Road (Rattler Road), since the north half of Ramon Road is included in the annexation and the existing City boundary is both east and west of this section. The public will benefit to have one jurisdiction maintain both sides of the road.

The agreement is scheduled for adoption at the April 4th Rancho Mirage City Council Meeting.

AGREEMENT FOR PROVISION OF ROAD MAINTENANCE

This Agreement ("Agreement") is made and entered into this ___ day of March, 2013, by and between the County of Riverside ("County") and the City of Rancho Mirage, a municipal corporation ("City").

RECITALS

WHEREAS, the City submitted an application to the Local Agency Formation Commission ("LAFCO") for annexation into the City's jurisdictional boundaries of approximately 193 acres of vacant land located in the unincorporated jurisdictional boundaries of the County, south of Interstate 10, north of Ramon Road, east of Los Alamos Road, and generally west of Bob Hope Drive, with the proposed property to be annexed ("Annexation Property") more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, on or about November 29, 2012, through LAFCO's Case No. 2012-12-4, LAFCO approved the City's application for annexation of the Annexation Property into the jurisdictional boundaries of the City, subject to certain "Specific Recommendations"; and

WHEREAS, annexation of the Annexation Property as proposed in LAFCO's Case No. 2012-12-4 would result in boundaries that would create an inefficient maintenance pattern on a portion of Ramon Road due to ownership of the northern and southern halves of Ramon Road being staggered in a way that portions of both the northern and southern sections from Bob Hope Drive to approximately one-half mile west of Los Alamos Road, would be owned by both the County and City; and

WHEREAS, Specific Recommendation No. 6c as contained in LAFCO's November 29, 2012, staff report, states that "[p]rior to the recordation of a Certificate of Completion for LAFCO 2012-12-4, the City of Rancho Mirage and the County of Riverside shall enter into a road maintenance agreement whereby the City of Rancho Mirage would be responsible to maintain the full width of Ramon Rd. from Bob Hope Dr. to approximately one-half mile west of Los Alamos Rd"; and

WHEREAS, the City desires to satisfy Specific Recommendation No. 6c as contained in LAFCO's November 29, 2012, staff report, and is hereby entering into this Agreement with the County, subject to the terms and conditions noted herein.

NOW THEREFORE, In consideration of the foregoing Recitals and the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

AGREEMENT

Section 1. **RECITALS**

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2. **MAINTENANCE OF ROAD AND TERM**

a. The City shall perform routine maintenance services, as described below, of the portion of Ramon Road that is within the County's jurisdiction from the centerline of Bob Hope Drive west to the centerline of Rattler Road, for perpetuity or until the City acquires jurisdiction over the entire width of that same portion of Ramon Road. The entire length of Ramon Road described above over which the City shall have routine maintenance responsibilities shall hereinafter be referred to as the "Maintained Annexation Road," which is depicted in Exhibit "B," attached hereto and incorporated herein by this reference.

b. The above-referenced routine maintenance services shall be performed at the same level of service as that provided throughout the City's boundaries. The City and its contractors, agents, and employees, at the sole cost of the City, shall perform routine maintenance services, as necessary, to the Maintained Annexation Road. Said routine maintenance shall be limited to patching pot holes, sealing cracks, slurry work, replacing signs and markers, providing repair of the road surface and shoulder area as a result of storm or other damage, and cleaning culverts and removing debris from the right-of-away. The County shall be responsible for all other maintenance work as part of the County's Capital Improvement Program, and shall also perform annual inspections of those portions of the Maintained Annexation Road that are within its jurisdiction and submit those findings to the City, which findings must include any improvements and maintenance that may be reasonably necessary, as determined jointly by the City and the County. The City and County agree that both agencies shall have the authority to close the above road in the event of an emergency.

Section 3. **MAINTENANCE OF TRAFFIC SIGNAL AND SAFETY LIGHTING**

The County shall continue to operate and maintain control of the traffic signal and safety lighting improvements located at the intersection of Ramon Road and Bob Hope Drive ("Ramon and Bob Hope Intersection"), it being understood that 3/4 of said intersection is located within the City's jurisdiction and 1/4 of the intersection is located within the County's jurisdiction. The County shall continue to pay all costs associated with the traffic signal and safety lighting maintenance and operations for the Ramon and Bob Hope intersection.

Section 4.

INDEMNITY; INSURANCE; COMPLIANCE WITH LAWS

a. The City shall indemnify and hold harmless the County, and its directors, officers, and employees from and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution that arise from any occurrence within any portion of the Maintained Annexation Road that arises out of, pertains to, or relates to the City's failure to perform routine maintenance of said road as is required in this Agreement (collectively, "Claims"). Notwithstanding anything else herein, the City shall fully indemnify, defend and hold the County harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the City under or in connection with any obligation delegated to the City under this Agreement.

b. The County shall indemnify and hold harmless the City, and its directors, officers, and employees from and against all Claims that arise from any occurrence within any portion of the Maintained Annexation Road that is within the County's jurisdiction and that do not arise out of, pertain to, or relate to the City's failure to perform routine maintenance of said road as is required in this Agreement. Notwithstanding anything else herein, the County shall fully indemnify, defend and hold the City harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the County under or in connection with any obligation delegated to the County under this Agreement.

c. If the City uses a contractor for road maintenance services, the services shall be administered in accordance with applicable laws, including the California Labor Code provisions regarding prevailing wages, if required. City shall also cause City's contractor to maintain in force, a policy of contractual liability insurance, including coverage of bodily injury, liability and property damage liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of automobile liability insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the County, its officers, agents and employees as additionally insured. The City shall also require City's contractor to maintain workers' compensation insurance. The City shall provide certificates of insurance and additional insured endorsements which meet the requirements of this section to County prior to any contractor performing services on the road within County's jurisdiction.

Section 5.

NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

Section 6. MODIFICATION AND TERMINATION

This Agreement may not be modified, terminated or rescinded, in whole or part, except by a written instrument duly executed and attested by the parties hereto or their successors or assigns.

Section 7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8. NOTICE

All notices to be delivered hereunder if personally delivered shall be deemed received when delivered; such as notices, if mailed in the United States mail, shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt; and no such notices if mailed in any other manner shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

| | |
|--|---|
| <u>County</u> Director of Transportation Riverside County Transportation Dept 4080 Lemon Street, 8 th Floor P.O. Box 1385 Riverside, CA 92502-1385 | <u>City</u> City Manager City of Rancho Mirage 69-825 Highway 111 Rancho Mirage, CA 92270 |
|--|---|

Either party may from time to time change address for notice by notifying the other party of such new address in the manner set forth in this Section 8.

Section 9. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 10. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 11. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF RANCHO MIRAGE

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Randal K. Bynder, City Manager



Juan C. Perez, Director of Transportation and Land Management

Dated: 3/20/13

ATTEST:

APPROVAL:

Cynthia Scott, City Clerk

John J. Benoit, Chairman
Riverside County Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

ATTEST:

Steven B. Quintanilla, City Attorney

Kecia Harper-Ihem
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:



Pamela J. Walls, County Counsel

Dated: 3/25/13

EXHIBIT "A"

**DESCRIPTION AND DEPICTION
OF THE ANNEXATION PROPERTY**

[SEE ATTACHED]

LAFCO 2012-12-4 Reorganization to Include Annexation to the City of Rancho Mirage (I-10-Commercial)
and the Rancho Mirage Community Services District & Concurrent Detachment
from the Riverside County Waste Resources Management



EXHIBIT "B"

**DEPICTION OF
MAINTAINED ANNEXATION ROAD**

Exhibit B

