

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

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FROM: TLMA – Transportation Department

SUBMITTAL DATE:
March 27, 2014

SUBJECT: Cooperative Agreement Between the County of Riverside and the City of Lake Elsinore for the Machado Street Sidewalk Project in the County of Riverside and City of Lake Elsinore and Resolution 2014-026, Authorizing County of Riverside Funds to be Used Within the City of Lake Elsinore. 1st/1st District. [\$673,000]; State Funds 67%, Local Funds 33%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the City of Lake Elsinore for the Machado Street Sidewalk Project; and
2. Adopt Resolution No. 2014-026, Authorizing Specified Service to the City of Lake Elsinore for the Machado Street Sidewalk Project; and
3. Authorize the Chairman of the Board of Supervisors to execute the agreement.

Departmental Concurrence

DT: dt

Patricia Romo

Assistant Director of Transportation

Patricia Romo

Juan C. Perez

Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 223,000	\$ 450,000	\$ 673,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$ 0	

SOURCE OF FUNDS: Gas Tax (33%), Safe Routes to School State Program (67%). There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 2013/2014

C.E.O. RECOMMENDATION:

APPROVE

BY:

Karen L. Johnson
Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *M. S. Victor*
MARSHAL VICTOR
DATE: 3/27/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

3-26

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

FORM 11: Cooperative Agreement between the County of Riverside and the City of Lake Elsinore for the Machado Street Sidewalk Project in the County of Riverside and City of Lake Elsinore and Resolution 2014-026, Authorizing County of Riverside Funds to be Used Within the City of Lake Elsinore. 1st/1st District. [\$673,000]; State Funds 67%, Local Funds 33%

DATE: March 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The California Department of Transportation awarded a Safe Routes to School (SR2S) grant to the County of Riverside (County) in December 2012, to construct sidewalks, curb and gutter, curb ramps, minor drainage improvements, and to install signs and pavement markings on Machado Street between Tiller Lane and approximately 200 feet north of Alvarado Street/Natalie Drive. The portion of sidewalk to be constructed on the east side of Machado Street, between Tiller Lane and Ulla Lane, is in City of Lake Elsinore (City).

The new sidewalk and improvements are within County jurisdiction, with the exception of a short segment of sidewalk between Tiller Lane and Ulla Lane. For continuity of maintenance, the County will maintain the small piece of new sidewalk that will be constructed within the City limits. (See attached Exhibit B of the Cooperative Agreement.)

The Cooperative Agreement sets forth the terms and conditions whereby the County will be the lead agency in developing plans, acquiring right-of-way, and constructing sidewalk improvements; and, the City will cooperate by providing oversight and permitting at no cost. Right-of-way acquisition is necessary in order to widen the street and construct new sidewalks, and a portion of the right-of-way acquisition is in the City.

County Counsel has approved the Agreement and Resolution as to form.

County Project No.: C2-0134

Impact on Residents and Businesses

The proposed sidewalk project will provide continuous sidewalk on both sides of Machado Street within the project limits for local residents and provide paved paths for students to reach Lakeside High School's entrance off Machado Street.

SUPPLEMENTAL:

Additional Fiscal Information

Gas Tax is used to fund engineering and right-of-way acquisition. The SR2S grant is funding the construction.

Contract History and Price Reasonableness

N/A

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3 **RESOLUTION NO. 2014-026**

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 AUTHORIZING SPECIFIED SERVICE TO THE CITY OF LAKE ELSINORE
6 FOR MACHADO STREET SIDEWALK PROJECT
7

8 **WHEREAS**, the County of Riverside has been awarded Safe Routes to School construction grant
9 program funds by the California Department of Transportation to construct sidewalks, curb and gutter,
10 curb ramps, minor drainage, and installation of signs and pavement markings (“Project”) to increase
11 bicycle and pedestrian safety along Machado Street between Tiller Lane and approximately 200 feet north
12 of Natalie Drive in the unincorporated area of Lake Elsinore area of Riverside County; and

13 **WHEREAS**, the construction and subsequent maintenance of the Project is located mainly within
14 the unincorporated area of Riverside County with a portion of the Project along Machado Street between
15 Tiller Lane and Ulla Lane being located within the City of Lake Elsinore’s (“City”) jurisdiction; and

16 **WHEREAS**, inclusion of that portion within the City to be part of the Project is necessary to
17 construct the curb and gutters, ramps, sidewalks, signage, and pavement markings of the Project to meet
18 the objectives and requirements of the Safe Routes to School State Program; and

19 **WHEREAS**, a small section of right-of-way needs to be acquired along Machado Street between
20 Tiller Lane and Ulla Lane within the City’s jurisdiction to widen the street to make said section a
21 consistent width with the County’s right-of-way in order to complete the construction of the Project; and

22 **WHEREAS**, the County desires to acquire the right-of-way interest in favor of the City, construct
23 the Project, maintain the improved right-of-way, and to utilize the grant funds for the purpose for which
24 they were granted;

25 **WHEREAS**, the County and the City desire to enter into a cooperative agreement for the
26 acquisition of right-of-way interests described above, construction of the Project and maintenance over
27 said interests; now, therefore,
28

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
DATE: 3/27/14

1 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the
2 County of Riverside, California, in regular session assembled on _____, at 9:00 a.m., in
3 the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative
4 Center, 4080 Lemon Street, Riverside, California, by a four-fifths vote, that the Board:

- 5 1. Finds and declares that the above recitals are true and correct.
- 6 2. Finds and determines that the improvement and maintenance as described above, which the
7 County desires to undertake to complete the Project, are of general county interest.
- 8 3. Finds and determines that the improvement and maintenance as described above will provide
9 and improve general pedestrian safety along Machado Street.
- 10 4. Authorizes that County aid and funds identified for this Project can be expanded to perform
11 said activities within the City's jurisdiction pursuant to the terms and conditions of a
12 cooperative agreement between the City and County.

1 of eminent domain, whether or not possessed in common, for acquisition of property as a single parcel.” The
2 COUNTY and the CITY are public agencies within the meaning of Government Code Section 6500 et seq. and
3 possess the common power to acquire real property and construct facilities thereon for street and highway
4 purposes.

5 F. The COUNTY and CITY desire to designate the COUNTY as lead agency to perform right-of-way activities and
6 to acquire the necessary real property interest for the PROJECT, including eminent domain, if necessary, on
7 behalf of CITY, in accordance with applicable law, including Government Code Section 7260 et seq. and the
8 Eminent Domain Law, Code of Civil Procedure Section 1230.01 et seq.

9
10 **AGREEMENT**

11 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:
12

13 **SECTION I • COUNTY AGREES:**

- 14 1. To fund one hundred (100) percent of the cost of preparing plans, specifications and estimates (PS&E),
15 preparing an environmental document and obtaining environmental clearance in accordance with the California
16 Environmental Quality Act, providing utility coordination and relocation of impacted utilities, acquiring right-of-
17 ways within CITY and COUNTY, advertising, awarding and administering a public works construction contract
18 necessary to construct PROJECT.
- 19 2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for
20 review and approval.
- 21 3. To identify, locate and denote all utility facilities and utility conflicts within the PROJECT area on the plans.
22 COUNTY shall make all necessary arrangements with the owners of utility facilities conflicting with construction
23 for their protection, relocation, or removal. COUNTY shall require the utility owners and/or its contractors
24 performing the relocation work within the CITY to obtain a CITY Encroachment Permit prior to the performance
25 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights
26 related to utility encroachments into each jurisdiction’s right-of-way.
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- 1 4. To perform right-of-way activities required to acquire the necessary real property interests for the PROJECT
2 including appraisals, acquisition, and condemnation, if necessary, in accordance with applicable law and Code
3 of Civil Procedure section 1230.010 et seq. (See Exhibit B, Maintained Sidewalk, attached hereto and
4 incorporated by this reference).
- 5 5. To deliver legal title to the right-of-way in compliance with the current State Right-of-way manuals, procedures
6 and guidelines, free and clear of all liens and encumbrances detrimental to the CITY's present and future uses
7 not later than the date of acceptance by the CITY of maintenance and operation of the PROJECT. Acceptance
8 of said title by the CITY is subject to a review of a Policy of Title Insurance in the CITY's name to be provided
9 by the COUNTY.
- 10 6. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
11 Government Code Section 6502 and California Code of Civil Procedure Section 1240.140, and to thereby agree
12 and accept that authorization for the COUNTY to act as lead agency for land acquisition services, including
13 acquisition by eminent domain, if necessary, of real properties located within the CITY'S jurisdiction that are
14 necessary for the PROJECT. The Resolution shall provide that the COUNTY shall exercise the CITY'S power
15 of eminent domain in accordance with Government Code Section 7260 et seq. and Code of Civil Procedure
16 Section 1230.010 et seq. Accordingly, the adoption by the COUNTY of any resolution of necessity would
17 require that the COUNTY'S governing body, in its sole discretion and exclusive discretion, make the findings
18 required by Code of Civil Procedure Section 1245.230.
- 19 7. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
20 with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California
21 Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.
- 22 8. To furnish a representative to perform the function of Resident Engineer during construction. The Resident
23 Engineer shall be a Licensed Civil Engineer and independent of the construction contractor.
- 24 9. To furnish support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and
25 foundation tests, measurement and computation of quantities, testing of construction materials, checking shop
26 drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and
27 services necessary to assure that the construction is performed in accordance with the PS&E documents.
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10. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
11. To construct PROJECT in accordance with approved PS&E documents.
12. Pursuant to Streets & Highways Code Section 1680 et. seq., to provide routine maintenance of the newly constructed sidewalk including the segment that is within the CITY along east side of Machado Street between Tiller Lane and Ulla Lane (Exhibit B, Maintained Sidewalk) until the CITY and COUNTY mutually agree otherwise. Said routine maintenance shall be limited to cleaning and repairing sidewalk.

SECTION II • CITY AGREES:

1. To review and approve the PROJECT plans.
2. To issue, at no cost to COUNTY or its contractors upon proper application, an encroachment permit authorizing entry onto CITY's right of way to perform investigative activities or construction activities for PROJECT.
3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
4. To provide a representative to coordinate through the COUNTY's Resident Engineer during the construction of PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as required by this Agreement. It is mutually understood that CITY personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to COUNTY personnel who shall be solely responsible for all communications with COUNTY contractor.
5. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code Section 6502 and California code of Civil Procedure Section 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as lead agency for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within the CITY'S jurisdiction that are necessary for the PROJECT. The Resolution shall provide that the CITY shall grant to the COUNTY, the CITY'S power of eminent domain to acquire the necessary real property interests and of rights of way located within the CITY'S jurisdiction in connection with the PROJECT and that the COUNTY shall exercise the CITY'S

1 power of eminent domain in accordance with Government Code Section 7260 et seq. and Code of Civil
2 Procedure Section 1230.010 et seq. Accordingly, the adoption by the COUNTY of any resolution of necessity
3 would require that the COUNTY'S governing body, in its sole and exclusive discretion, make the findings
4 required by Code of Civil Procedure Section 1245.230. The CITY agrees to cooperate with the COUNTY in the
5 COUNTY'S exercise of the CITY'S power of eminent domain.
6

7 **SECTION III • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 8 1. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
9 commence until an Encroachment Permit to COUNTY or its contractor, authorizing such work has been issued
10 by CITY.
- 11 2. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of
12 final payment, all records and accounts relating to PROJECT.
- 13 3. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
14 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury
15 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy
16 of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
17 required which name the CITY, its officers, officials, agents and employees as additionally insured. COUNTY
18 shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall provide
19 Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this section to
20 CITY prior to the start of construction.
- 21 4. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring
22 by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or
23 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code
24 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as
25 defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by
26 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
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- 1 5. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
2 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
3 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code
4 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as
5 defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by
6 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this
7 Agreement.
- 8 6. This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and
9 supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment
10 of this Agreement shall be binding unless executed in writing and signed by both parties.
- 11 7. This Agreement and the exhibit herein contain the entire agreement between the parties, and are intended by
12 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
13 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
14 and void.
- 15 8. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties
16 or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to
17 the maintenance of roads different from the standard of care imposed by law.
- 18 9. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed
19 by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
- 20 10. Except as provided in Section 12940 of the California Government Code, during performance of this
21 Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin,
22 ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune
23 Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the
24 selection and retention of employees and subcontractors and the procurement of materials and equipment.
25 The parties shall also comply with the requirements of the Americans with Disabilities Act in the performance
26 of the Agreement.

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11. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

3
4 **COUNTY Approvals**

5 RECOMMENDED FOR APPROVAL:

6
7  Dated: 4-3-14
8 JUAN C. PEREZ
9 Director of Transportation
10 **Patricia Romo**
11 **Assistant Director of Transportation**

12 APPROVAL BY THE BOARD OF SUPERVISORS

13 _____ Dated: _____
14 _____

15 PRINTED NAME
16 Chairman, Riverside County Board of Supervisors

17
18 APPROVED AS TO FORM:
19 PAMELA J. WALLS, COUNTY COUNSEL

20  Dated: 3/27/14
21 By Deputy

22
23
24 ATTEST:

25
26 _____ Dated: _____
27 Kecia Harper-Ihem
28 Clerk of the Board (SEAL)

CITY Approvals

By: 


City Manager

Attest:

By: 

City Clerk

Approved as to form:

By: 

City Attorney

EXHIBIT A
VICINITY MAP

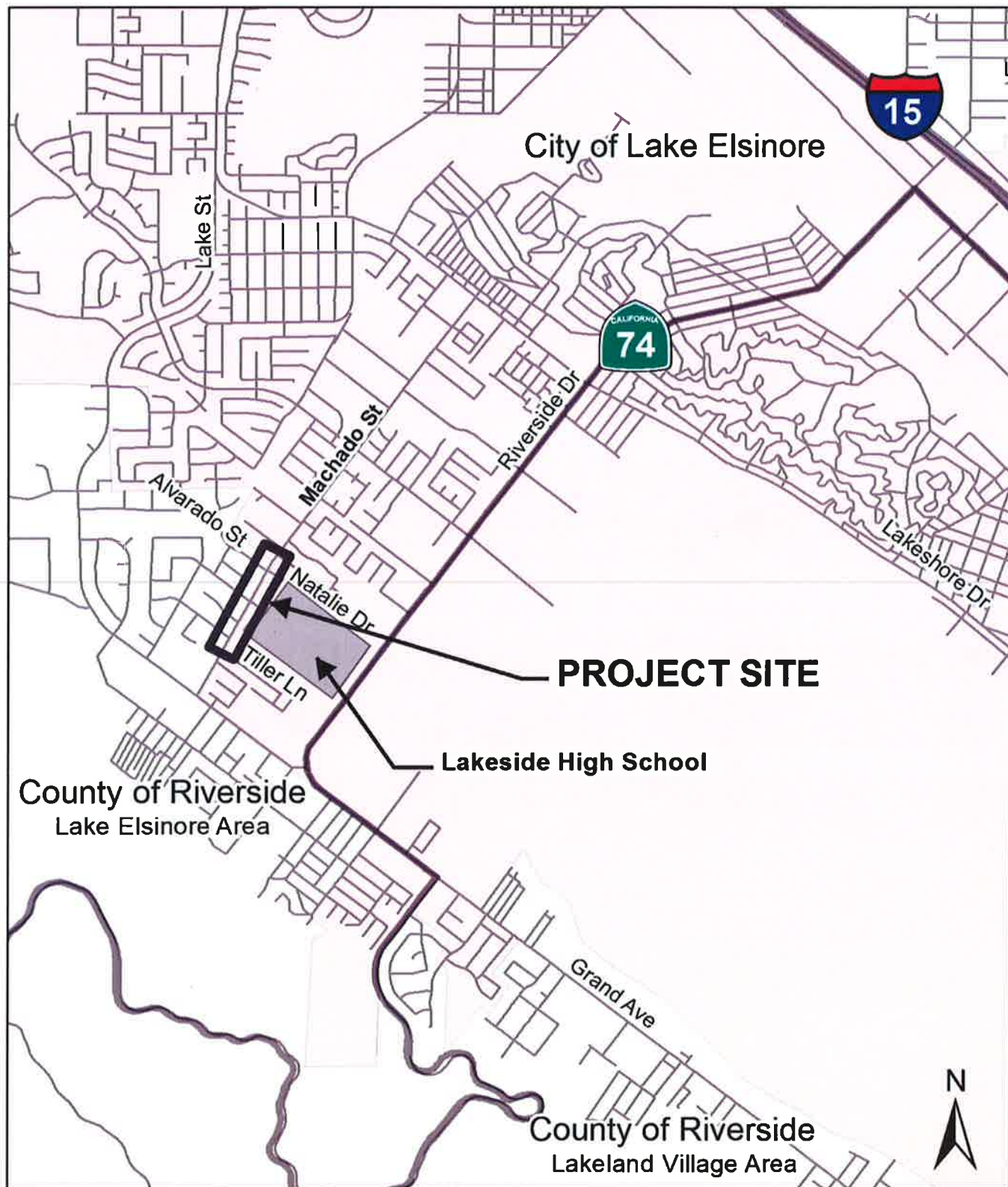


EXHIBIT B
MAINTAINED SIDEWALK

