

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



**ITEM
3.17
(ID # 9558)**

MEETING DATE:

Tuesday, October 1, 2019

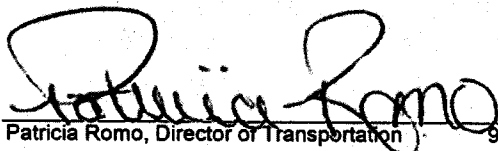
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the Landscape Maintenance Agreement Between the State of California and the County of Riverside for the Interstate 215/Placentia Avenue Interchange in the Community of Mead Valley, Finding that Nothing Further is Required under CEQA. District 1. [\$0 - Total Cost, \$7,000 Ongoing Cost - 100% Gas Tax]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Landscape Maintenance Agreement for the Interchange 215/Placentia Avenue Interchange, as part of the Mid County Parkway Project ("Project") has been adequately analyzed pursuant to the California Environmental Quality Act ("CEQA") as further described in Resolution No. 2019-164 adopted by the County Board of Supervisors on July 23, 2019 by Minute Order 3.63 making responsible agency CEQA findings related to its certain limited approvals for the Project, and therefore nothing further is required under CEQA; and
2. Approve the Landscape Maintenance Agreement between the State of California and the County of Riverside for the Interstate 215/Placentia Avenue Interchange and authorize the Chairman of the Board to execute the same.


ACTION:Policy


Patricia Romo, Director of Transportation 9/9/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: October 1, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 7,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Gas Tax. There are no general funds being used for this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

A new freeway interchange is proposed to be constructed on Interstate 215 at Placentia Avenue. The Riverside County Transportation Commission (RCTC) is the lead agency for the project and construction is anticipated to take place from 2020 to 2022. The Placentia Avenue interchange improvements will include a portion of the ultimate improvements envisioned for the Mid County Parkway.

The Interstate 215/Placentia Avenue Interchange project includes the installation of landscaping at the northwest and southwest corners of the intersection of Placentia Avenue and the Interstate 215 southbound on/off ramps for which the County will be responsible for ongoing maintenance. The Landscape Maintenance Agreement with Caltrans sets forth the terms of the County's maintenance responsibilities. Maintenance costs will accrue following the completion of the project and following the contract plant establishment period. It is estimated that landscape maintenance will cost \$7,000 annually beginning in 2024.

County Counsel has approved the agreement as to form.

W.O. No. 977137

Environmental

On July 23, 2019 by Minute Order 3.63, the County of Riverside Board of Supervisors, as responsible agency, adopted Resolution No. 2019-164 Making Responsible Agency CEQA findings for its certain limited approvals related to approving the Interstate 215/Placentia Avenue Interchange Project and adopting the Mid County Parkway final Environmental Impact Report (EIR) (SCH #2004111103) certified by RCTC on April 8, 2015 and amendment adopted by RCTC on January 31, 2019. Pursuant to CEQA, RCTC's Final EIR was reviewed. The County, in its limited capacity as a Responsible Agency, adopted Resolution No. 2019-164 and found that RCTC's Final EIR adequately covered actions contemplated and certain limited approvals by the County, including the Landscape Maintenance Agreement, and no significant impacts will result from the Landscape Maintenance Agreement or the landscape maintenance of the Interstate 215/Placentia Avenue Interchange. Although RCTC adopted a Mitigation Monitoring

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and Reporting Program and a Habitat Mitigation and Monitoring Plan (HMMP), no mitigation is required for the County's future maintenance of the landscaping, and the County is not responsible for any construction related mitigation for this project, including any mitigation required and described in the HMMP. Nothing further is required under the California Environmental Quality Act (CEQA) for the approval and execution of the Landscape Maintenance Agreement for the Interstate 215/Placentia Avenue Interchange.

Impact on Residents and Businesses

The construction of the Interstate 215/Placentia Street Interchange is anticipated to improve public safety and circulation in the Mead Valley area due to increased traffic volumes. The existing Placentia Avenue overcrossing will be closed for approximately ten (10) months to expedite the completion of the proposed improvements.

Additional Fiscal Information

RCTC is constructing the Interstate 215/Placentia Avenue Interchange project through various funding sources. There are no County general funds being used for this project.

ATTACHMENTS:

Landscape Maintenance Agreement and Location Exhibit



Jason Farin, Senior Management Analyst

9/24/2019



Gregory V. Priapios, Director County Counsel

9/18/2019

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON I-215/PLACENTIA AVENUE INTERCHANGE WITHIN THE COUNTY OF
RIVERSIDE**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Riverside hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. This Agreement addresses COUNTY responsibilities relative to newly constructed or revised improvements within STATE's right of way, which were constructed pursuant to Cooperative Agreement number 08-1678 dated 6/25/19, between Riverside County Transportation Commission (not a party to this Agreement) and Caltrans. COUNTY was not a party to the Cooperative Agreement.
2. This Agreement addresses COUNTY responsibility for the trees, shrubs, plantings, gravel mulch, decomposed granite, irrigation, decomposed granite trail, sidewalk (excluding curb ramps), maintenance paths, County-related roadway signage and street light systems (collectively the "LANDSCAPING") placed within State Highway right of way at the I-215/Placentia Avenue Interchange as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised

Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. COUNTY agrees, at COUNTY expense, to do the following:
 - 2.1. COUNTY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. COUNTY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 464 W. 4th Street San Bernardino CA 92401.
 - 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for COUNTY.
 - 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at COUNTY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
 - 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
 - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.20. All work by or on behalf of COUNTY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.
 - 4.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove LANDSCAPING at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.
 - 4.3. 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 arising under this Agreement. It is understood and agreed that STATE shall 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.
 - 4.4. 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 arising under this Agreement. It is understood and agreed that COUNTY shall 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.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance- If the work performed on this is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees

to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 5.2. Requirements in Subcontracts – COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts

6. INSURANCE

- 6.1. SELF-INSURED – COUNTY is self insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF RIVERSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

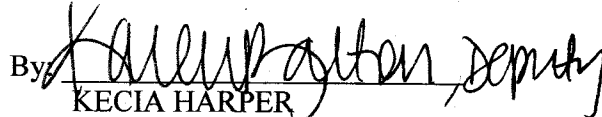
Approved by the
BOARD OF SUPERVISORS

By: 
KEVIN JEFFRIES
Chairman of the Board

LAURIE BERMAN
Director of Transportation

By: _____
Stephen R. Pusey
Deputy District Director
Maintenance District

ATTEST:

By: 
KECIA HARPER
Clerk of the Board (SEAL)

As to Form and Procedure:

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: _____
Attorney
Department of Transportation

By: 
Deputy County Counsel

