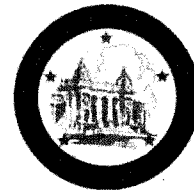


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.49
(ID # 11269)

MEETING DATE:

Tuesday, December 10, 2019

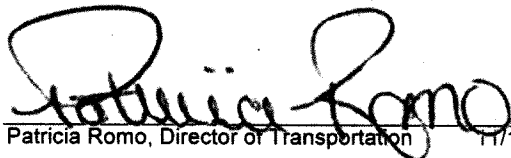
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of the Landscape Maintenance Agreement for
Winchester Road (SR-79) at Benton Road (PM30474) between the County of
Riverside and the California Department of Transportation, project is located in
French Valley. District 3. [\$4,600 Total Cost this FY, \$10,425 Ongoing Cost -
L&LMD No. 89-1-C Zone 171 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Landscape Maintenance Agreement for landscape maintenance pertaining to Parcel Map 30474 located adjacent to Winchester Road/State Route 79 by and between the County of Riverside (County) and the California Department of Transportation (Caltrans) and authorize the Chairman to execute the Agreement on behalf of the County.

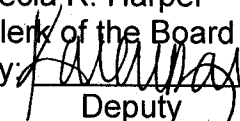
ACTION:Policy


Patricia Romo, Director of Transportation 11/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 10, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,600	\$ 10,425	\$ 0	\$ 10,425
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: L&LMD No. 89-1-C – Zone 171 - 100% There are no General Funds used in this project.			Budget Adjustment:	N/A
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Parcel Map (PM) 30474 was conditioned to annex into the Landscaping and Lighting District 89-1-Consolidated (L&LMD 89-1-C) for the ongoing maintenance of parkway landscaping within Caltrans right-of-way along Winchester Road/State Route 79, just south of Benton Road. PM30474 was annexed into the District as L&LMD 89-1-C, Zone 171 on July 31, 2012 as Item 3.68 on the Board of Supervisors Agenda. Landscape improvements were completed by the project developer on September 1, 2019.

Caltrans Encroachment Permit Manual Section 506.1 - Responsibilities requires the Local Agency to perform and ensure the ongoing maintenance of landscape improvements in perpetuity, inclusive of on-going water and electrical utility costs and all other maintenance expenses. L&LMD 89-1-C, Zone 171 was established to address the Caltrans requirements.

It is now required that the County enter into an agreement for landscape maintenance within Caltrans right-of-way. The attached Landscape Maintenance Agreement between the County and Caltrans outlines the roles and responsibilities for each agency and includes an exhibit depicting the location and type of features to be maintained.

Term of Agreement: This agreement is ongoing and will remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by the state for cause, thus the total cost of agreement cannot be determined.

Environmental Findings

PM 30474 was approved and a Mitigated Negative Declaration adopted for Environmental Assessment No. 38523 by the Board of Supervisors on April 15, 2003 as Item 16.4. Therefore, compliance with the California Environmental Quality Act (CEQA) has been completed and no further action is required under CEQA.

Impact on Residents and Businesses

Only the six (6) commercial parcels located within L&LMD 89-1-C Zone 171 are assessed on their property tax bills for the ongoing maintenance of the project. The current parcel map is

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

inclusive of a Denny's, Popeye's, Domino's, and Farmer Boys Restaurants and a Shell gas station. The landscaping will provide continuity with adjacent landscape improvements along Winchester Road/State Route 79.

Additional Fiscal Information

The L&LMD 89-1- C is a special district administered by the County of Riverside Transportation Department. Specifically, assessments collected within Zone 171 will be spent on maintenance and administration related to the landscaped parkway on this project only. The ongoing annual cost will be \$10,425 subject to annual CPI or 2% increases.

ATTACHMENTS:

L&LMD 89-1-C Zone 171 Assessment Diagram
Caltrans Agreement


Jason Farin, Senior Management Analyst

12/5/2019


Gregory V. Priamos, Director County Counsel

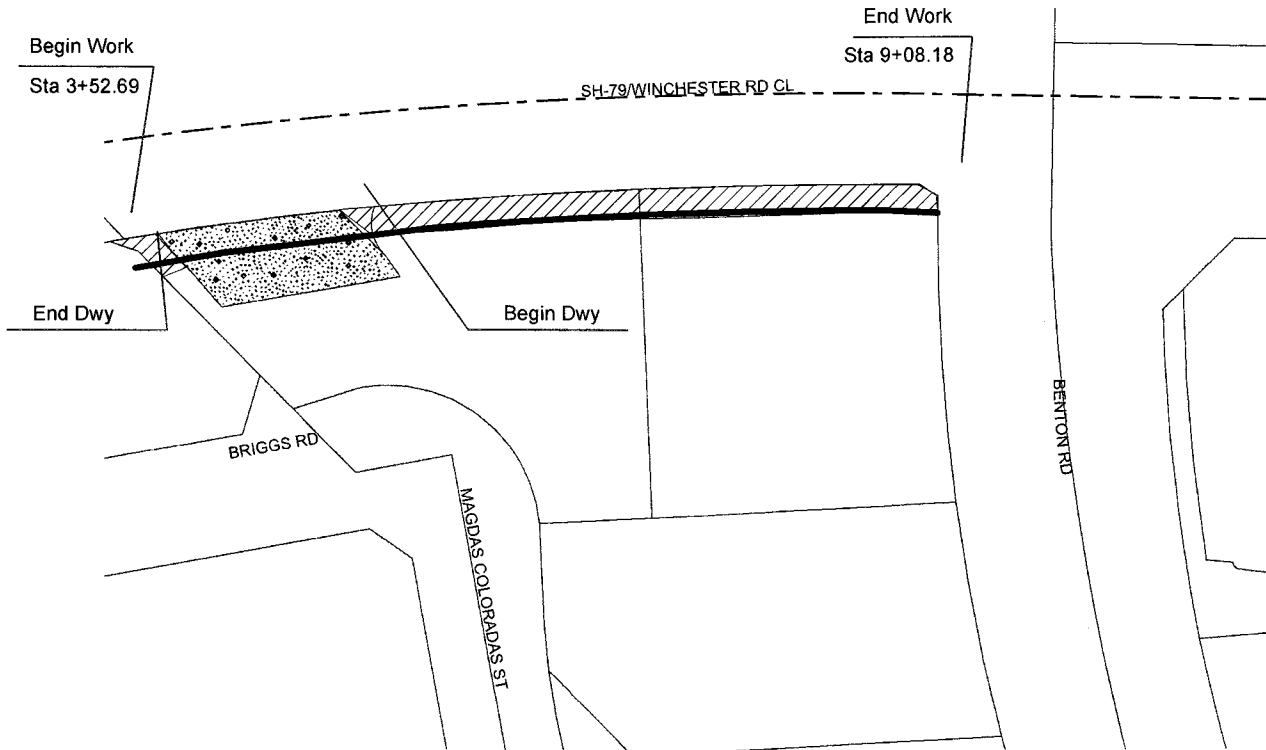
11/26/2019

STATE HIGHWAY 79 AND BENTON ROAD

PN 08-17-6-CD-1257



NOT TO SCALE



LEGEND

 LANDSCAPE AREA TO BE MAINTAINED BY THE COUNTY OF RIVERSIDE

 CALTRANS RIGHT OF WAY

EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT EXECUTED ENCROACHMENT PERMIT NO. 08-17-6-CD-1257		DATE:
		AUGUST 28, 2019
SIGNATURE: _____		SCALE:
COUNTY OF RIVERSIDE	DATE: _____	NOT TO SCALE
SIGNATURE: _____		SHEET 1 OF
CALTRANS APPROVAL	DATE: _____	1 SHEETS

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 ROUTE 79 WITHIN THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made effective this 13 day of JAN, 2020, 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. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number(s) 08-17-6-CD-1257.
2. This Agreement addresses COUNTY responsibility for the landscaping, planting, irrigation systems, mulches, control, litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 79, 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.

DEC 1 0 2019 3.49

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 West 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

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 Project 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 in a form satisfactory to STATE, along with a signed copy of the 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.

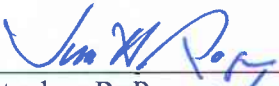

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF RIVERSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
Kevin Jeffries
Chairman, Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

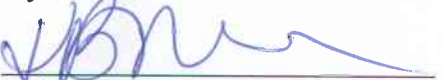
By: 
~~Stephen R. Pusey~~ 
Deputy District Director
Maintenance

ATTEST:

By: 
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Bell Valdez
Supervising Deputy County Counsel

STATE HIGHWAY 79 AND BENTON ROAD

PN 08-17-6-CD-1257






NOT TO SCALE



LEGEND

 LANDSCAPE AREA TO BE MAINTAINED BY THE COUNTY OF RIVERSIDE

 CALTRANS RIGHT OF WAY

<p>EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT EXECUTED</p>		<p>DATE: AUGUST 28, 2019</p>
<p>ENCROACHMENT PERMIT NO. 08-17-6-CD-1257</p>		<p>SCALE: NOT TO SCALE</p>
<p>SIGNATURE:  COUNTY OF RIVERSIDE</p>	<p>DATE: 1/14/20</p>	<p>SHEET 1 OF 1 SHEETS</p>
<p>SIGNATURE:  CALTRANS APPROVAL</p>	<p>DATE: 1/23/2020</p>	