

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



ITEM: 3.19
(ID # 13597)

MEETING DATE:
Tuesday, November 17, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of the Landscape Maintenance Agreement for the Southerly parkway along Alessandro Blvd East of Interstate 215 (I-215) and West of Old 215 Frontage Road between the County of Riverside and the California Department of Transportation, project is located within the in March Joint Powers Authority area. District 1. [\$2,688 Ongoing Cost - L&LMD No. 89-1-C Zone 206 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Landscape Maintenance Agreement for landscape maintenance pertaining to Freeway Business Center (APN 297-100-087 MS#4335 IP#180043) located along the Southerly parkway of Alessandro Blvd, 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 10/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: November 17, 2020
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	\$ 0	\$ 2,688	\$ 0	\$ 2,688
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: L&LMD No. 89-1-C, Zone 206 - 100% There are no General Funds used in this project.			Budget Adjustment: N/A	
			For Fiscal Year: 2021/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This project was entitled through March Joint Powers Authority (MJPA) and was conditioned to landscape existing County and State Right-of-Way (ROW) along the Project's Alessandro Boulevard frontage. The County required the project 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 ROW along Alessandro Boulevard. The Project initiated annexation into the L&LMD 89-1-C on June 30, 2020 BOS Agenda as item 3.49 and the completed the public hearing requirement on August 25, 2020 BOS Agenda as Item 19.11 pending final LMD confirmation resolution later this year.

The developer must obtain a permit from Caltrans to install the portion of the landscaping that is within the Caltrans ROW. The permit requires the County enter into an agreement with Caltrans 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 206 was established to address the Caltrans requirements.

The Landscape Maintenance Agreement within the State Highway Right of Way on Route 215 at Alessandro Boulevard Interchange, between the County of Riverside and Caltrans, outlines the roles and responsibilities for each agency, including the commitment of the County to maintain the landscaping. The developer will install the landscaping, and L&LMD 89-1-C, Zone 206 will maintain the landscaping.

Environmental Findings

The project was entitled through March Joint Powers Authority (MJPA) and MJPA provided any environmental clearances for the project.

Impact on Residents and Businesses

Only the one (1) commercial parcel located within L&LMD 89-1-C Zone 206 will have an assessment on their property tax bills for the ongoing maintenance of the project.

Additional Fiscal Information

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

The L&LMD 89-1- C is a special district administered by the County of Riverside Transportation Department. Specifically, assessments collected within Zone 206 will be spent on maintenance and administration related to the landscaped parkway on this project only. The ongoing annual cost will be \$2,688 subject to annual CPI or 2% increases.

ATTACHMENTS:

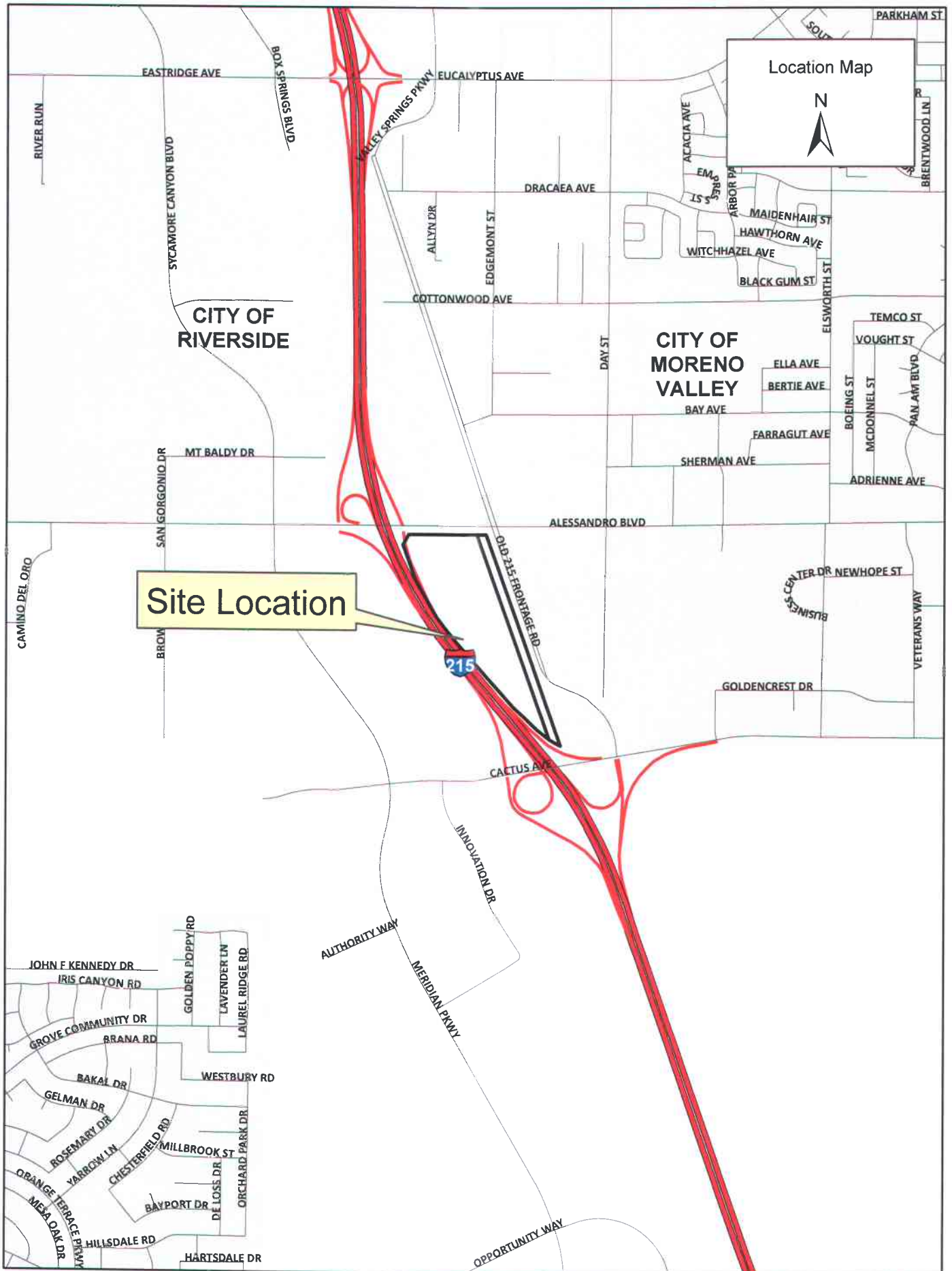
L&LMD 89-1-C Zone 206 Project Location Map
Caltrans Agreement
Caltrans Maintenance Exhibit A



Jason Farin, Principal Management Analyst 11/9/2020



Gregory V. Priamos, Director County Counsel 10/29/2020

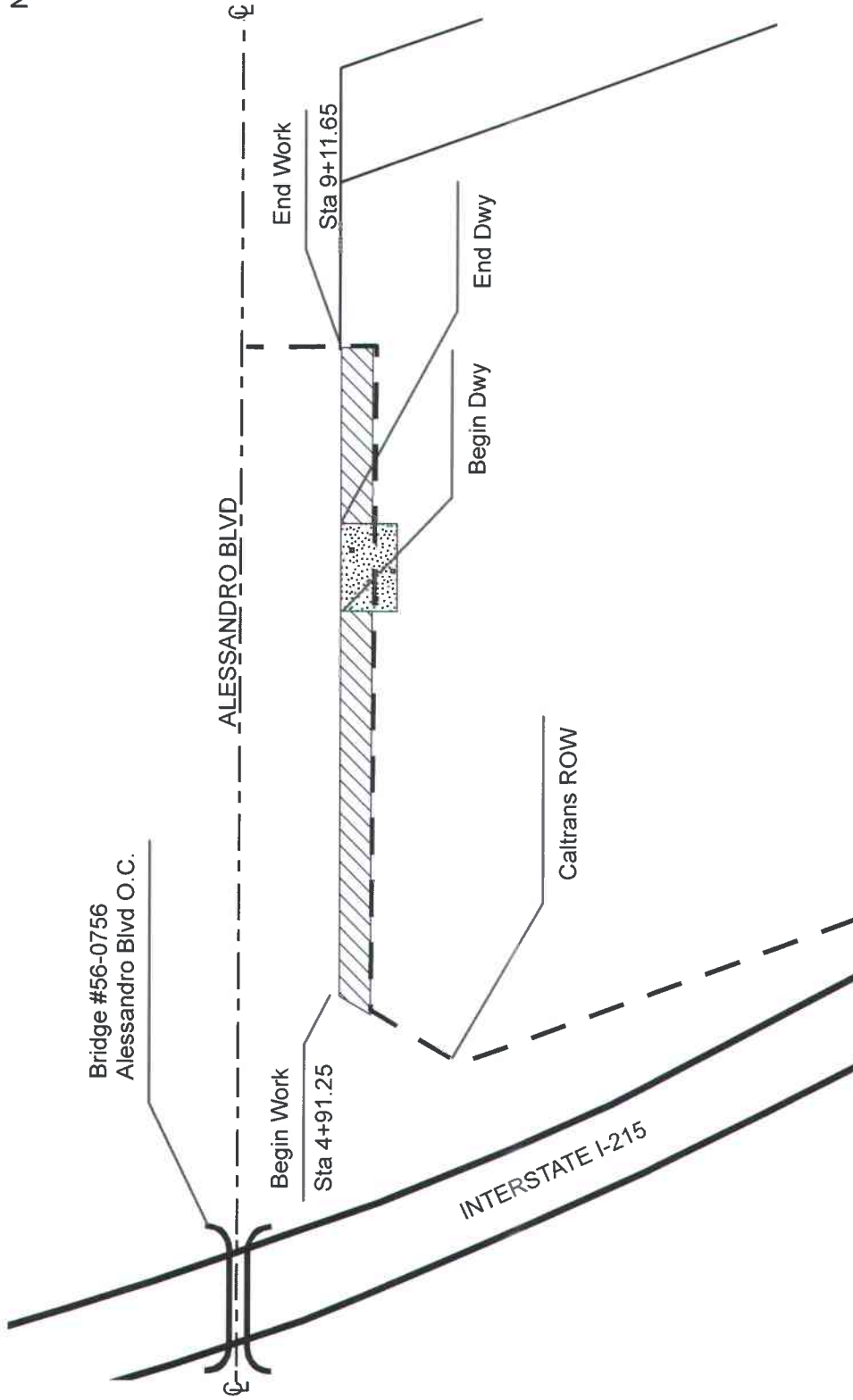


INTERSTATE 215 AND ALESSANDRO BLVD

PN 08-19-6-CD-0587



NOT TO SCALE



LEGEND

--- CALTRANS RIGHT OF WAY

 LANDSCAPE AREA TO BE MAINTAINED BY THE COUNTY OF RIVERSIDE

EXHIBIT "A"		DATE:	October 8, 2020
LANDSCAPE MAINTENANCE AGREEMENT		SCALE:	NOT TO SCALE
EXECUTED		COUNTY OF RIVERSIDE	DATE:
ENCROACHMENT PERMIT NO. 08-19-6-CD-0587		CALTRANS APPROVAL	DATE:
SIGNATURE:		SIGNATURE:	
		SHEET 1 OF 1 SHEETS	

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 215 AT ALESSANDRO BLVD INTERCHANGE WITHIN THE COUNTY
OF RIVERSIDE**

THIS AGREEMENT is made effective this 17TH day of November, 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 Encroachment Permit Number 08-19-6-CD-0587.
2. This Agreement addresses COUNTY responsibility for the landscape maintenance consisting of trees, shrubs, mulch, irrigation, sidewalks, signage, street lighting systems litter and weed removal, (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 215 at Alessandro Blvd 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 West 4th Street San Bernardino, CA 92401

- 2.13. 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.
 - 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for COUNTY
 - 2.15. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.17. 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.
 - 2.18. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 2.19. To allow random inspection of LANDSCAPING, street lighting systems sidewalks/bike paths and signs by a STATE representative.
 - 2.20. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.21. 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.

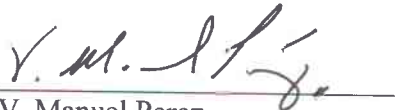
- 5.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts
6. 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.
 - 6.1 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: 
V. Manuel Perez
Chairman, Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

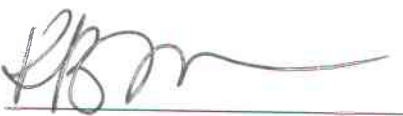
ATTEST:

By: 
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jim A. Rogers
Deputy District Director
Maintenance

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Bell Valdez
Supervising Deputy County Counsel