

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



ITEM: 3.23  
(ID # 18316)

**MEETING DATE:**  
Tuesday, March 08, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Service Agreement by and between the County of Riverside and the City of Lake Elsinore for the El Toro Road / Dexter Avenue Sidewalk Project, District 1. [\$0 Total Cost]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Lake Elsinore for the El Toro Road / Dexter Avenue Sidewalk Project and authorize the Chair of the Board to execute the same.

**ACTION:Policy**

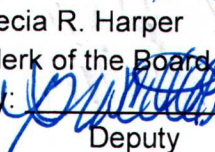
  
Mark Lancaster, Director of Transportation 2/2/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: March 8, 2022  
xc: Trans.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A. There are no General Funds used in this project			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside (County) submitted an Active Transportation Program grant application with the City of Lake Elsinore's support to construct sidewalk and roadway improvements on El Toro Road / Dexter Avenue, between Carmela Court and 600-foot north of Central Avenue. The California Transportation Commission awarded the grant to the County in August 2019. The total project length is 0.80 miles in which 0.30 miles are located within City of Lake Elsinore jurisdiction.

The purpose of the Service Agreement is to meet the requirements of the grant to ensure that the City of Lake Elsinore agrees to assume responsibility for the ongoing operations and maintenance of the improved facility in City jurisdictional boundaries. The Service Agreement also establishes the roles and responsibilities of each agency for the construction of the project and obligates the City of Lake Elsinore to provide construction inspection support and a no-fee encroachment permit. The City of Lake Elsinore has reviewed and approved the project plans.

By Minute Order dated January 25, 2022 (Agenda Item 3.60), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the El Toro Road / Dexter Avenue Sidewalk Project. Bids were anticipated to be opened on February 16, 2022.

The Service Agreement was approved by the Lake Elsinore City Council on January 6, 2022.

County Council has approved the Agreement as to legal form.

Project No's D0-0014 El Toro Road / Dexter Avenue Sidewalk Project

**Impact on Residents and Businesses**

The proposed sidewalk improvements will improve pedestrian's safety and provide an Americans with Disabilities Act (ADA) compliant path. The new sidewalk will serve as a path to and from Temescal Valley High School located on El Toro Road.

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STATE OF CALIFORNIA**

The work is scheduled to begin in late spring 2022 and will take approximately three months to complete.

**Additional Fiscal Information**

The El Toro Road / Dexter Avenue Sidewalk Project will be funded by Active Transportation Plan (ATP) – State funds.

No General Funds will be used on this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Service Agreement

Vicinity Map



Jason Farin, Principal Management Analyst 3/1/2022



Gregory H. Priamos, Director County Counsel 2/16/2022

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF LAKE ELSINORE**

**FOR**

**EL TORO ROAD/DEXTER AVENUE SIDEWALK PROJECT**

This Service Agreement for the El Toro Road/Dexter Avenue Sidewalk Project ("Agreement") is entered into this 8<sup>TH</sup> day of March, 2022, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Lake Elsinore, a municipal corporation, (hereinafter "CITY") for the sidewalk and roadway improvements to El Toro Road/Dexter Avenue, located within the jurisdictional boundaries of the CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. The COUNTY submitted an Active Transportation Program (hereinafter "ATP") grant application with CITY's support to construct sidewalk and roadway improvements on El Toro Rd./Dexter Ave. between Carmela Ct. and 600' north of Central Ave., in the CITY and Warm Springs area of the COUNTY to provide pedestrian paths to Temescal Canyon High School (Exhibit A - Vicinity Map).
- B. On or about August 15, 2019, the California Transportation Commission approved COUNTY'S ATP grant application to construct sidewalk and roadway improvements on El Toro Rd./Dexter Ave.
- C. COUNTY and CITY have mutually agreed to designate COUNTY as the lead agency in developing plans, acquiring right-of-ways, and constructing sidewalk and roadway improvements on El Toro Rd./Dexter Ave. (hereinafter "PROJECT").
- D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained, and financed.

**AGREEMENT**

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

**SECTION 1 • COUNTY AGREES:**

1. To fund one hundred (100) percent of the cost of preparing plans, specifications, and estimates (PS&E), preparing an environmental document and obtaining environmental clearance in accordance with the California Environmental Quality Act, providing utility coordination and relocation of impacted utilities, acquiring right-of-way, advertising, awarding, and administering a public works construction contract necessary to construct PROJECT.
2. To be lead agency in preparing an environmental document, obtaining environmental clearance, and approving the environmental document in accordance with the California Environmental Quality Act.
3. To prepare detailed PS&E documents for the PROJECT and submit to the CITY for review and approval.
4. To identify, locate, and denote all utility facilities and utility conflicts within the PROJECT area on the plans. COUNTY shall make all necessary arrangements with the owners of the utility facilities conflicting with construction for their protection, relocation, or removal. COUNTY shall require the utility owners and/or its contractors performing the relocation work within the CITY to obtain CITY Encroachment Permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way.
5. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.
6. To furnish a representative to perform the function of Resident Engineer during construction. The Resident Engineer shall be designated by the COUNTY and independent of the construction contractor.
7. To furnish support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection

1 and services necessary to assure that the construction is performed in accordance with the PS&E  
2 documents.

- 3
- 4 8. To provide material testing and quality control conforming to Caltrans Standard Testing Methods as  
5 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by  
6 a certified material tester.
- 7 9. To construct PROJECT in accordance with approved PS&E documents.
- 8 10. Pursuant to Streets & Highways Code Section 1680 et seq., to provide routine maintenance of the newly  
9 constructed sidewalk and roadway within the COUNTY.

10 **SECTION 2 • CITY AGREES:**

- 11 1. To review and approve the PROJECT plans.
- 12 2. The COUNTY will be the lead agency in preparing an environmental document, obtaining environmental  
13 clearance, and approving the environmental document in accordance with the California Environmental  
14 Quality Act.
- 15 3. To issue, at no cost to COUNTY or its contractors upon proper application, an encroachment permit  
16 authorizing entry onto CITY's right-of-way to perform investigative activities or construction activities for  
17 PROJECT.
- 18 4. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals  
19 of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
- 20 5. To provide a representative to coordinate through the COUNTY's Resident Engineer during the construction  
21 of PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as  
22 required by this Agreement. It is mutually understood that CITY personnel may observe and inspect all  
23 work being done on PROJECT, but shall provide any comments to COUNTY personnel who shall be solely  
24 responsible for all communications with COUNTY contractor.
- 25 6. Pursuant to Streets & Highways Code Section 1680 et seq., to provide routine maintenance of the newly  
26 constructed sidewalk and roadway within the CITY.

27 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Construction by COUNTY of improvements referred to herein which lie within CITY right-of-ways shall not commence until an Encroachment Permit to COUNTY or its contractor, authorizing such work has been issued by CITY.
2. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.
3. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial 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 CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
5. CITY shall be responsible for the maintenance of the improvements within CITY except as specified in this Agreement or future agreements.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
7. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- 1 8. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
2 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction  
3 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  
5 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY  
6 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.  
7
- 8 9. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
9 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate  
10 this Agreement upon 90 days written notice to CITY.
- 11 10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
12 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
13 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
14 way.
- 15 11. This Agreement is to be construed in accordance with the laws of the State of California.
- 16 12. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
- 17 13. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or  
18 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of  
19 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change  
20 of venue in such proceedings to any other county.
- 21 14. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance  
22 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY  
23 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall  
24 not be construed against the PARTY that prepared it in its final form.
- 25 15. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this Agreement  
26 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision  
27 hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete  
28 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing



the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

16. This Agreement and Exhibit A herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set forth in this Agreement, is null and void.

17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a PARTY to this Agreement or affect the legal liability of any 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.

18. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:

Riverside County Transportation Department  
Attn: Mark Lancaster  
Director of Transportation  
4080 Lemon Street, 8th Floor  
Riverside, CA 92501  
Phone: (951) 955-6747

CITY:

City of Lake Elsinore  
Attn: Jason Simpson  
City Manager  
130 South Main Street  
Lake Elsinore, CA 92530  
Phone: (951) 674-3124

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further

1 agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate  
2 this writing and to have the same force and effect as manual signatures. Electronic signature means an  
3 electronic sound, symbol, or process attached to or logically associated with an electronic record and  
4 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as  
5 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and  
6 contracts among parties in California, including a government agency. Digital signature means an electronic  
7 identifier, created by computer, intended by the PARTY using it to have the same force and effect as the  
8 use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this  
9 section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2  
10 of the Civil Code.

11 **[Signature Page Follows]**

**APPROVALS**

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:

*Mark Lancaster* Dated: 2-3-22

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By: \_\_\_\_\_ Dated: \_\_\_\_\_

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

Chair, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA R. HARPER

Clerk of the Board (SEAL)

**CITY Approvals**

APPROVED BY:

*Jason Simpson* Dated: 1/3/2022

Jason Simpson

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

*Barbara Leibold* Dated: 12-23-21

Barbara Leibold

PRINTED NAME

CITY Attorney

ATTEST:

*Candice Alvarez* Dated: 1/6/2022

Candice Alvarez

PRINTED NAME

CITY Clerk

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El Toro Road/Dexter Avenue Sidewalk Project

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Dated:

MARK LANCASTER

Director of Transportation

By: \_\_\_\_\_

GREGORY P. PRIMOS, COUNTY COUNSEL

APPROVED AS TO FORM:

Deputy County Counsel

DANIELLE MALAND

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Dated: MAR 08 2022

JEFF HEWITT

Chair, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Dated: 03/08/22

KECIA R. HARPER

Clerk of the Board (SEAL)

County of Riverside and City of Lake Elsinore Service Agreement

CITY Approvals

APPROVED BY:

\_\_\_\_\_  
Dated: 1/3/22

JASON SIMPSON

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dated: 12-23-21

BARBARA LEIBOLD

PRINTED NAME

CITY Attorney

ATTEST:

\_\_\_\_\_  
Dated: 1/6/2022

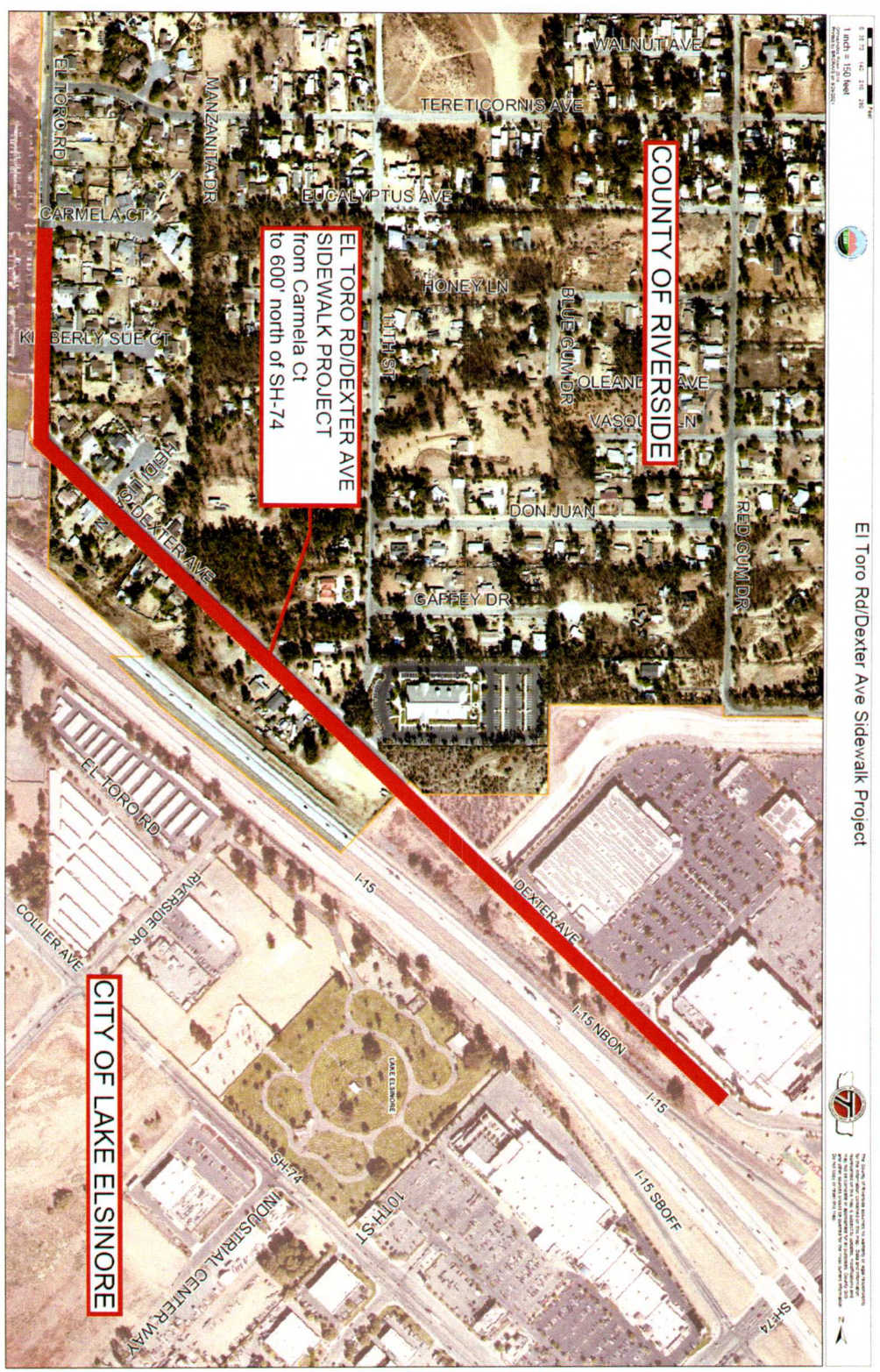
CANDICE ALVAREZ

PRINTED NAME

CITY Clerk

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EXHIBIT A - VICINITY MAP



**PROJECT LOCATION MAP  
ATTACHMENT C**

**EL TORO ROAD / DEXTER AVENUE  
SIDEWALK IMPROVEMENT PROJECT**

**BETWEEN CARMELA CT AND CENTRAL ST/HIGHWAY 74  
LAKE ELSINORE AREA**

