

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



**ITEM: 3.33
(ID # 25704)**

MEETING DATE:
Tuesday, September 10, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the License Agreement between the County of Riverside and the City of Moreno Valley to allow the County to improve the portion of Pettit Street that is within the City of Moreno Valley. District 5. [\$5,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute a License Agreement Between the County of Riverside and the City of Moreno Valley and Authorize the Chairman of the Board to execute the same.


ACTION:Policy


Dennis Acuna, Director of Transportation 8/1/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: September 10, 2024
xc: Trans.

Kimberly A. Rector
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 Annual Cost
COST	\$5,000	\$0	\$5,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Local Transportation Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County approved Parcel Map No. 7528 (PM 26/13-14) in 1976, and accepted all offers of dedication, except for a 60-foot-wide roadway easement designated as Lot B (Pettit Street). In 1982, the County approved Parcel Map No. 18349 (PM 110/91-96) but did not accept the road easement as a part of the County-Maintained Road System.

Upon incorporation of the City of Moreno Valley in 1982, the dedicated roadway easements set forth in Parcel Map No. 18349 and Lot B (Pettit Street) on Parcel Map No. 7528 became part of the City. Pettit Street is currently within the boundaries of the City, but the City has not formally accepted the road into their Street System. This means the City is not responsible or obligated to maintain the road until it has been formally accepted by the City.

The County has offered to grade Pettit Street using County funds since the road's main users are unincorporated County residents located immediately to the north. The City has agreed to accept Pettit Street into their Street System after the recommended grading improvements occur.

Impact on Residents and Businesses

The grading improvements on Pettit Street will benefit the unincorporated residents who use this roadway daily.

Additional Fiscal Information

N/A

ATTACHMENTS:

Attachment A: License Agreement with the City of Moreno Valley


 Douglas Ardones Jr. 8/3/2024


 Aaron Gettis, Chief of Deputy County Counsel 8/19/2024

**LICENSE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
COUNTY OF RIVERSIDE**

This License Agreement ("Agreement") by and between the City of Moreno Valley ("City"), a municipal corporation, and the County of Riverside ("County"), a political subdivision of the State of California, is hereby entered into on this 10 day of September 2024, regarding the portion of Pettit Street situated within the City of Moreno Valley, between Locust Avenue and the northern boundary of the City, as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, in 1976, the County approved Parcel Map No. 7528 (PM 26/13-14), and accepted all the offers of dedication contained therein, except for the offer of dedication of a 60-foot-wide roadway easement designated as Lot B (Pettit Street) on Parcel Map No. 7528; and

WHEREAS, in 1982, although the County approved Parcel Map No. 18349 (PM 110/91-96) and accepted offers of dedication of certain 60-foot-wide road easements for public road and public utility purposes, the County refused to accept said road easements as a part of the County-Maintained Road System, until accepted by resolution of the Riverside County Board of Supervisors adopted pursuant to Section 941 of the Streets and Highways Code; and

WHEREAS, Section 66477.1(a) of the Government Code provides that at the time the legislative body or the official designated pursuant to Section 66458 of the Government Code approves a final map, the legislative body or the designated official shall also accept, accept subject to improvement, or reject any offer of dedication; and

WHEREAS, Section 66477.1(b) of the Government Code further provides that the legislative body of a county, or a county officer designated by the legislative body, may accept into the county road system, pursuant to Section 941 of the Streets and Highways Code, any road for which an offer of dedication has been accepted or accepted subject to improvements; and

WHEREAS, Section 941(b) of the Streets and Highways Code, provides that no county shall be held liable for failure to maintain any road unless and until it has been accepted into the county road system by action of the board of supervisors or its designee; and

WHEREAS, upon incorporation of the City in 1982, the dedicated roadway easements set forth in Parcel Map No. 18349 and Lot B (Pettit Street) on Parcel Map No. 7528 ("Subject Property") became part of the City; and

WHEREAS, Section 57385 (a) of the Government Code provides that if unincorporated territory (such as the Subject Property) becomes incorporated, all roads contained therein which were accepted for dedication by the County, shall become, city streets on the effective day of incorporation only if they were accepted by the County into the county road system pursuant to Section 941 of the Streets and Highways Code; and

WHEREAS, Section 1806 (a) of the Streets and Highways Code provides that except as provided by Sections 57329 or 57385 of the Government Code, which are not applicable in this case since the County did not accept any part or portion of the Subject Property into the County road system pursuant to Section 941 of the Streets & Highways Code, no public or private street or road shall become a city street or road until the governing body (city council), by resolution, has caused the street or road to be accepted into the city street system; and

WHEREAS, Section 1806 (a) of the Streets and Highways Code provides that unless a road became a city street via incorporation pursuant to Section 57385 or via annexation pursuant to Section 57329 which are not applicable in this case, no city shall be held liable for failure to maintain any road until it has been accepted into the city street system; and

WHEREAS, although the Subject Property is now situated within the corporate boundaries of the City, the City has not formally accepted the Subject Property into the City's Street System which means that the City is not responsible or obligated to maintain the Subject Property until it has been formally accepted by the City into the City's street system; and

WHEREAS, residents and owners of real property located north of the Subject Property in unincorporated County territory have complained that since the Subject Property is not being maintained, it has impeded easy and convenient ingress and egress related to the parcels located north of the Subject Property in County territory; and

WHEREAS, the City is concerned that if it expends any City tax dollars or other City monies to maintain the Subject Property for the specific benefit of non-City residents and non-City property owners, such expenditures may constitute or be perceived to constitute an unconstitutional "gift of public funds" under the California Constitution, Article XVI, Section 6; and

WHEREAS, notwithstanding the above, the City is willing to accept the dedicated roadways encompassed by Parcel Map No. 18349 and the offer of dedication of Lot B (Pettit Street) in Parcel Map No. 7528 in order to facilitate the use of said roadways for public road purposes; however, the City will defer acceptance of the Subject Property into the City's "Maintained Road System," pursuant to Section 1806 (b) of the Streets and

Highways Code, until such time all the necessary street improvements have been installed, constructed or developed per the respective parcel maps; and

WHEREAS, the County has offered to grade the Subject Property using County funds, for the purpose of facilitating the use of the Subject Property for public road purposes by County residents and owners of real property situated within the unincorporated area located immediately north of the Subject Property; and

WHEREAS, the term "Project Duration" shall mean the period commencing with the issuance by the County of a notice to proceed to the contractor and ending upon the issuance of a notice of completion by the County to the contractor.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the City and the County agree as follows:

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Grading. The City hereby grants the County, its officers, agents, employees, contractors and other representatives with a license to enter upon the Subject Property and to temporarily park necessary vehicles and store necessary equipment and supplies on the Subject Property for the purpose of grading, using County funds and at no cost to the City, the Subject Property in such a manner that will facilitate the use of the Subject Property for public road purposes primarily for the benefit and convenience of those residents and owners of real property situated within the unincorporated area of the County located immediately north of the Subject Property.

3.0 Contractors. The County shall ensure that all contractors, consultants, workers, and other persons performing any work or rendering any services related to the subject matter of this Agreement possess adequate insurance and all necessary licenses, certificates, etc. to perform their assigned duties under this Agreement.

4.0 Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either: a) Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or b) ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or c) Substitute endorsements providing equivalent coverage, approved by the City. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds.

Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

5.0 Improvements. The County acknowledges and agrees that no building, fences, walls, or other permanent structures of any kind shall be installed, constructed, erected, placed, planted, or maintained in or on the Subject Property, and that no changes in the alignment of the Subject Property shall be made without prior written consent of the City.

6.0 Communications. The County acknowledges and agrees to assume the sole responsibility for communicating with any residents and property owners within the City of Moreno Valley and in unincorporated territory within the County of Riverside regarding any complaints pertaining to the use or condition of the Subject Property.

7.0 Personal Property Damages. The County acknowledges and agrees to assume full responsibility and liability and hold the City harmless for the payment of any cost(s) owed to any person or entity related to any personal property damage incurred by such which may arise from, be connected with, or proximately caused by the County's grading of the Subject Property and related activities only during the Project Duration.

8.0 Real Property Damages. The County acknowledges and agrees to assume full responsibility and liability and hold the City harmless for the payment of any cost(s) owed to any person or entity related to any real property damage incurred by such which may arise from, be connected with, or proximately caused by the County's grading of the Subject Property and related activities only during the Project Duration.

9.0 Personal Injuries and Death. The County acknowledges and agrees to assume full responsibility and liability and hold the City harmless for the payment of any cost(s) owed to any person or entity related to any personal injuries (including death) incurred by such which may arise from, be connected with, or proximately caused by the County's grading of the Subject Property and related activities only during the Project Duration .

10.0 Business Torts. The County acknowledges and agrees to assume full responsibility and liability and hold the City harmless for the payment of any cost(s) owed to any person, business or entity related to any business tort (including breach of contract) incurred by such which may arise from, be connected with, or proximately caused by the County's grading of the Subject Property and related activities only during the Project Duration.

11.0 Indemnification. To the fullest extent permitted by law, the County assumes liability for and agrees, at the County's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, and all of their

respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the County by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the County ("Indemnity Claims") only during the Project Duration.

12.0 Acceptance. The City shall accept the Subject Property as a public right-of-way for roadway purposes only, without any obligation to maintain the Subject Property, upon full execution of this Agreement, but the City reserves the right to defer formal acceptance of the Subject Property into the City of Moreno Valley's maintained street system pursuant to Section 1806 (b) of the Streets and Highways Code until such time all the necessary street improvements are installed, constructed or developed, per the respective Parcel Maps.

13.0 Termination. This Agreement shall terminate upon a determination by the Public Works Director or designee that the grading contemplated under this Agreement has been completed and that all vehicles, equipment and supplies have been removed from the Subject Property.

14.0 Warranty. The County warrants that the completed grading of the Subject Property, as contemplated under this Agreement, will be free from defects due to the defective material or workmanship.

15.0 Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any provision hereof.

16.0 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

17.0 Attorneys' Fees. In the event any action shall be instituted between the Parties in connection with this Agreement, the prevailing party in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein.

18.0 Miscellaneous Provisions.

18.1 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To the City:

Mike Lee, City Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, Ca 92553

To the County:

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

18.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18.3 Construction; References; Captions. It being agreed the Parties, or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18.5 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

18.6 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs,

personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

18.7 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.8 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the County expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

18.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

18.10 Entire Agreement. This Agreement contains the entire agreement between the City and the County and supersedes any prior oral or written statements or agreements between the City and the County.

[The remainder of this page intentionally left blank.]

EXHIBIT A
SUBJECT PROPERTY