

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



ITEM: 3.76
(ID # 24724)

MEETING DATE:

Tuesday, December 03, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Landscape Maintenance Agreement for the Interstate 215 / Placentia Avenue Interchange Between the County of Riverside and the City of Perris, in the Unincorporated Community of Mead Valley; Finding that Nothing Further is Required Under CEQA. District 1. [\$8,000 Annual Ongoing Cost - Gas Tax 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the Landscape Maintenance Agreement for the Interstate 215 / Placentia Avenue Interchange between the County of Riverside and the City of Perris, 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;
2. **Approve** the Landscape Maintenance Agreement for the Interstate 215 / Placentia Avenue Interchange between the County of Riverside and the City of Perris, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. **Authorize** the Director of Transportation, or designee, as the County's Contract Administrator to sign amendments to the agreement as provided in the agreement that do not increase the cost of the agreement by more than \$2,000 annually.

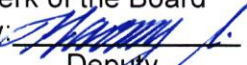
ACTION:Policy


Dennis Acuna, Director of Transportation 9/12/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez seconded by Supervisor Spiegel 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: December 3, 2024
xc: TLMA-Transp.

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 Annual Cost:	Ongoing Annual Cost
COST	\$ 8,000	\$ 0	\$ 8,000	\$ 8,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Gas Tax. No general funds will be used on this agreement.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Commission (RCTC) was the lead agency for the construction of the new freeway interchange at Interstate 215 (I-215) and Placentia Avenue (Interchange), which was opened for public use in 2023. The Interchange improvements included a portion of the ultimate improvements envisioned for the Mid County Parkway.

The Interchange improvements were located both within the City of Perris (City) and within the unincorporated community of Mead Valley in the County of Riverside (County). The City/County boundary is located at the intersection of Placentia Avenue and the I-215 southbound on/off ramps.

The Interchange improvements included the installation of landscaping. The City and County each entered into separate landscape maintenance agreements with the State of California Department of Transportation (Caltrans) setting forth the ongoing landscape maintenance responsibilities of each local agency within their respective jurisdictions. The County agreement with Caltrans was approved by the Board of Supervisors at its regular meeting on October 1, 2019 by Minute Order 3.17

The portion of landscaping within the County is limited to the northwest and southwest corners of the intersection of Placentia Avenue and the I-215 southbound on/off ramps and represents a small portion of the total landscaping for the Interchange. The proposed Landscape Maintenance Agreement with the City sets forth the terms by which the County will reimburse the City for maintaining the landscaping within the County's jurisdiction.

County Counsel has approved the agreement as to form.

W.O. No. S53196, Transportation Contract No. 24-07-011

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 California Environmental Quality Act (CEQA) findings for its certain limited approvals related to approving the Interstate 215 / Placentia Avenue Interchange Project and adopting the Mid County Parkway

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STATE OF CALIFORNIA**

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 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 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 I-215/Placentia Avenue Interchange was intended to improve public safety and traffic circulation in the Mead Valley/Perris area due to increasing traffic volumes in the region.

Additional Fiscal Information

There are no County general funds being used for this project. The estimated annual landscape maintenance, utility, and administrative cost of \$8,000 will be funded through Gas Tax. This item also provides for the Director of Transportation, or a designee, to execute annual contract amendments of up to \$2,000 for annual cost increases as stipulated in the agreement and unforeseen issues that may arise.

ATTACHMENTS:

Vicinity Map

Landscape Maintenance Agreement



Jason Farin, Principal Management Analyst 11/20/2024



Aaron Gettis, Chief of Deputy County Counsel 11/14/2024

1 **LANDSCAPE MAINTENANCE AGREEMENT**
2 **FOR THE INTERSTATE 215 / PLACENTIA AVENUE INTERCHANGE**
3 **BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF PERRIS**
4

5 This Landscape Maintenance Agreement for the Interstate 215 / Placentia Avenue
6 Interchange ("Agreement") is entered into this 03 day of December,
7 2024 between the County of Riverside, a political subdivision of the State of California,
8 ("COUNTY") and the City of Perris, a municipal corporation, ("CITY"). CITY and COUNTY
9 are sometimes referred to individually as a "PARTY" and collectively as the "PARTIES."
10

11 **RECITALS**

- 12 A. The Riverside County Transportation Commission ("RCTC") was the lead agency
13 for the construction of the freeway interchange located at Interstate 215 (I-215)
14 and Placentia Avenue ("Interchange") within both the incorporated area of the
15 CITY and the unincorporated area of Mead Valley in the COUNTY, as shown on
16 the Vicinity Map attached hereto as "Exhibit A."
- 17 B. The boundary line between the incorporated CITY and the unincorporated
18 COUNTY is located through the middle of the southbound ramps intersection
19 ("Southbound Ramps Intersection") in an approximate north/south alignment, with
20 the unincorporated COUNTY area located to the west of the center of the
21 Southbound Ramps Intersection, and the incorporated CITY area located to the
22 east of the center of the Southbound Ramps Intersection, as shown on the Vicinity
23 Map in "Exhibit A."
- 24 C. The Interchange improvements at the Southbound Ramps Intersection included
25 landscaping consisting of trees, shrubs, plantings, gravel mulch, decomposed
26 granite mulch, decomposed granite trail, irrigation, water sub-meter, and
27 appurtenances.

1 D. Through a separate landscape maintenance agreement between CITY and the
2 State of California Department of Transportation (CALTRANS), CITY is
3 responsible for landscape maintenance within CITY's jurisdiction east of the
4 CITY/COUNTY boundary line, including the northeast and southeast corners of
5 the Southbound Ramps Intersection, as well as other areas throughout the
6 Interchange.

7 E. Through a separate landscape maintenance agreement between COUNTY and
8 CALTRANS, COUNTY is responsible for landscape maintenance within
9 COUNTY's jurisdiction west of the CITY/COUNTY boundary line, specifically
10 limited to the northwest and southwest corners of the Southbound Ramps
11 Intersection as shown on the Landscape Maintenance Areas exhibit attached
12 hereto as "Exhibit B." The "Landscape Maintenance Agreement Within State
13 Highway Right of Way On I-215/Placentia Avenue Interchange Within the County
14 of Riverside" executed between CALTRANS and COUNTY on October 23, 2019
15 is referenced herein as "County/Caltrans Landscape Maintenance Agreement" and
16 incorporated herein as "Exhibit C."

17 F. COUNTY desires that the CITY provide landscape maintenance services on behalf
18 of COUNTY for those areas within the COUNTY's jurisdiction as described in
19 Recital E and in accordance with the "County/Caltrans Landscape Maintenance
20 Agreement".

21 G. COUNTY and CITY desire to define herein the scope of the landscape
22 maintenance services to be provided and the terms and conditions pursuant to
23 which CITY will provide the maintenance services.

24
25 NOW THEREFORE, the PARTIES hereto mutually agree as follows:
26
27

1 SECTION 1 - RECITALS INCORPORATED

2 The foregoing recitals are incorporated herein and made a part of this Agreement
3 by this reference.
4

5 SECTION 2 - ADMINISTRATION

6 COUNTY'S Director of Transportation, or their designee, shall administer this
7 Agreement on behalf of COUNTY (hereinafter "COUNTY'S Contract Administrator").
8 CITY'S City Manager, or their designee, shall administer this Agreement on behalf of CITY
9 (hereinafter "CITY'S Contract Administrator").
10

11 SECTION 3 - SCOPE OF SERVICES

12 Upon COUNTY'S request and CITY'S approval as set forth herein, CITY will
13 provide oversight and maintenance services for the landscape improvements located
14 within the northwest and southwest corners of the Southbound Ramps Intersection as
15 identified on Landscape Maintenance Areas "Exhibit B." CITY maintenance services shall
16 be provided in compliance with all of COUNTY'S obligations set forth in the
17 "County/Caltrans Landscape Maintenance Agreement" and with all COUNTY codes,
18 ordinances, resolutions, regulations and policies.

19 The landscape improvements subject to this Agreement include: trees, shrubs,
20 plantings, gravel mulch, decomposed granite mulch, decomposed granite trail, irrigation,
21 water sub-meter, and appurtenances, including trash removal, at the areas designated
22 on "Exhibit B." The scope of maintenance excludes repair to streets, curb and gutter, curb
23 ramps, street lights, and traffic signals, which are the responsibility of the COUNTY and/or
24 CALTRANS.

25 CITY shall ensure that the landscaped areas are provided with adequate
26 scheduled routine maintenance necessary to maintain a neat and attractive appearance.

27 CITY shall coordinate directly with COUNTY's designated staff in providing the

1 maintenance services, if COUNTY staff requests such coordination. CITY shall not be
2 required to, and shall not, respond to any person or entity other than COUNTY concerning
3 the maintenance services it provides. COUNTY shall be responsible for responding to all
4 such persons or entities as set forth herein.

6 SECTION 4 - REQUESTS FOR SERVICES

7 COUNTY'S request for landscape maintenance services for the I-215/Placentia
8 Avenue Interchange in the COUNTY's jurisdiction shall be performed by the CITY at the
9 same frequency (such as weekly or monthly) that the CITY performs landscape
10 maintenance services for the I-215/Placentia Avenue Interchange in the CITY's
11 jurisdiction.

13 SECTION 5 - APPROVAL OF REQUESTS

14 By executing this Agreement, CITY agrees to accept COUNTY's request and to
15 provide the maintenance services as described in this Agreement. CITY'S Contract
16 Administrator shall coordinate with COUNTY's Contract Administrator as to the date that
17 maintenance services will begin, and will notify COUNTY'S Contract Administrator in
18 writing of the agreed date. Except as provided in Section 6 of this Agreement, CITY shall
19 not provide additional maintenance services unless requested by COUNTY and the cost
20 for such services is approved in advance in writing by both PARTIES.

22 SECTION 6 - DANGEROUS CONDITION EXCEPTION

23 Notwithstanding the provisions of Sections 4 and 5 of this Agreement, CITY is
24 hereby authorized to immediately remedy any dangerous condition it encounters in the
25 course of providing maintenance services within the COUNTY jurisdictional area located
26 west of the center of the Intersection, and COUNTY hereby agrees to pay the reasonable
27 costs incurred by CITY for such remediation. For purposes of this Agreement, a

1 dangerous condition shall be any condition that may result in imminent personal injury or
2 property damage. If CITY encounters a dangerous condition, CITY shall notify COUNTY'S
3 Contract Administrator as soon as practical.
4

5 SECTION 7 - PERSONNEL

6 In providing the maintenance services described in this Agreement, CITY and its
7 staff shall be considered independent contractors and shall not be considered COUNTY
8 employees for any purpose, including but not limited to retirement, health care or any
9 other benefits which may otherwise accrue to COUNTY employees. CITY expressly
10 waives any claim CITY may have to any such rights. CITY staff shall at all times be under
11 CITY'S exclusive direction and control and shall be located at CITY facilities. Neither
12 COUNTY, its officials, officers, employees nor agents, shall have control over the conduct
13 of CITY or any of CITY'S officials, officers, employees, or agents except as set forth in
14 this Agreement. CITY shall have no authority to bind COUNTY in any manner, or to incur
15 any obligation, debt or liability of any kind on behalf of or against COUNTY, whether by
16 contract or otherwise, unless such authority is expressly conferred by this Agreement.
17 CITY shall not at any time or in any manner represent that CITY or any of CITY'S officials,
18 officers, employees or agents are in any manner officials, officers, employees or agents
19 of COUNTY. CITY shall pay all wages, salaries and other amounts due its personnel in
20 connection with their provision of the professional services hereunder and as required by
21 law.
22

23 SECTION 8 - VEHICLES AND EQUIPMENT

24 CITY shall provide all personnel, vehicles, equipment, tools, supplies and materials
25 necessary to provide services requested by COUNTY, as stated in Section 3 of this
26 Agreement, and not exceeding the agreed upon costs as stated in Section 9.
27

1 SECTION 9 - COST OF SERVICES

2 COUNTY agrees to pay the CITY an annual fixed lump sum of six-thousand dollars
3 (\$6,000) ("Annual Fixed Lump Sum") for the scope of services described in Section 3.
4 This Annual Fixed Lump Sum shall be annually increased by three percent. In addition,
5 the COUNTY will pay to the CITY on an annual basis, it's portion of the total annual water
6 bill calculated from July 1st through June 30th of each fiscal year, according to the actual
7 water usage (measured by a sub-meter specifically installed for the COUNTY maintained
8 areas) at rates set forth by Eastern Municipal Water District, with a percentage of the
9 meter fee (based on the portion of water used for the COUNTY area in relationship to the
10 total water usage on the bill), and 15% markup for administrative costs applied to the
11 water usage and meter fee. In addition, the COUNTY will pay to the CITY on an annual
12 basis, it's portion of the total annual electric bill calculated from July 1st through June 30th
13 of each fiscal year, according to the COUNTY's percentage of irrigation stations relative
14 to total stations on the same irrigation smart controller, at rates set forth by the governing
15 electric utility agency, and 15% markup for administrative costs applied to the electric bill.
16 In addition, the COUNTY will pay to the CITY on an annual basis, it's portion of the
17 irrigation controller replacement fund calculated as a lump sum of one-hundred and fifty
18 dollars (\$150), which shall be increased annually by three percent, and 15% markup for
19 administrative costs applied to irrigation controller replacement fund. COUNTY shall not
20 pay CITY for any maintenance services not described herein, unless those services have
21 been mutually agreed to in writing as provided in Sections 3 and 5 of this Agreement.

22
23 SECTION 10 - BILLING

24 CITY'S Contract Administrator shall submit to COUNTY'S Contract Administrator
25 an annual invoice, as soon as is practicable after June 30th of each fiscal year, which shall
26 include an itemized accounting of all services performed and the cost thereof.
27

1 SECTION 11 - PAYMENTS

2 COUNTY shall pay each invoice within thirty (30) days of the date that COUNTY'S
3 Contract Administrator receives the invoice. COUNTY may dispute any invoice by
4 submitting a written description of the dispute to CITY'S Contract Administrator within
5 thirty (30) days of the date that COUNTY'S Contract Administrator receives the invoice.
6 COUNTY may defer the payment of the portion of the invoice in dispute until such time
7 as the dispute is resolved; however, all portions of the invoice not in dispute shall be paid
8 within the thirty (30)-day period set forth herein.

9
10 SECTION 12 – RECORD MAINTENANCE

11 CITY shall maintain all documents and records relating to the maintenance
12 services provided pursuant to this Agreement, including, but not limited to, any and all
13 ledgers, books of account, invoices, vouchers, canceled checks, and other expenditure
14 or disbursement documents. Such documents and records shall be maintained in
15 accordance with generally accepted accounting principles and shall be sufficiently
16 complete and detailed so as to permit an accurate evaluation of the maintenance services
17 provided by CITY pursuant to this Agreement. Such documents and records shall be
18 maintained for three years from the date of invoice and to the extent required by laws
19 relating to public agency audits and expenditures.

20
21 SECTION 13 – RECORD INSPECTION

22 All documents and records required to be maintained pursuant to Section 12 of
23 this Agreement shall be made available for inspection, audit and copying, at any time
24 during regular business hours, upon the request of COUNTY'S Contract Administrator.
25 Copies of such documents or records shall be provided directly to COUNTY'S Contract
26 Administrator for inspection, audit and copying when it is practical to do so; otherwise,
27 such documents and records shall be made available at CITY'S address specified in

1 Section 17 of this Agreement.
2

3 SECTION 14 - DUTY TO INFORM AND RESPOND

4 CITY'S Contract Administrator shall promptly address with COUNTY'S Contract
5 Administrator, as CITY deems appropriate, all complaints and correspondence that
6 COUNTY receives concerning CITY'S maintenance services. CITY'S Contract
7 Administrator shall also provide all information concerning dangerous conditions that
8 CITY'S Contract Administrator knows exist. CITY'S Contract Administrator shall promptly
9 transmit to COUNTY'S Contract Administrator all inquiries, complaints, and
10 correspondence that CITY receives in the course of providing professional services.
11 COUNTY shall be responsible for responding to all such inquiries, complaints and
12 correspondence, provided that CITY shall cooperate in such responses.
13

14 SECTION 15 – STANDARD OF PERFORMANCE

15 CITY represents and warrants that it has the qualifications, experience and
16 facilities necessary to properly perform the maintenance services described in this
17 Agreement and that it will perform such services competently. In meeting its obligations
18 under this Agreement, CITY shall employ, at a minimum, generally accepted standards
19 and practices utilized by persons engaged in providing the same services to those
20 required of CITY under this Agreement.
21

22 SECTION 16 – PERMITS AND LICENSES

23 CITY, and CITY contractors as applicable, shall obtain any and all permits, licenses
24 and authorizations necessary to perform the maintenance services described in this
25 Agreement. The permit to work in the COUNTY area shall be a no cost encroachment
26 permit to the CITY. CITY, and CITY contractors as applicable, shall obtain a separate
27 encroachment permit to enter and perform work in CALTRANS right-of-way; the issuance

1 of said CALTRANS encroachment permit will be at no cost under the terms of Section 3.2
2 of the "County/Caltrans Landscape Maintenance Agreement." Neither COUNTY, nor its
3 officials, officers, employees or agents shall be liable, at law or in equity, as a result of
4 CITY'S failure to comply with this section.

5
6 SECTION 17 - NOTICES

7 Any notices required or permitted to be sent to either PARTY shall be deemed
8 given when personally delivered to the individuals identified below or when addressed as
9 follows and deposited in the U.S. Mail, postage prepaid:

11 County of Riverside	City of Perris
12 Transportation Department	101 N. D Street
13 P.O. Box 1090	Perris, CA 92570
14 Riverside, CA 92502-1090	
15 Attention:	Attention:
16 Director of Transportation	Public Works Department

17
18 SECTION 18 - OWNERSHIP OF DATA

19 Ownership and title to all reports, documents, plans, specifications, and estimates
20 produced or compiled pursuant to this Agreement shall automatically be vested in both
21 CITY and COUNTY and become the property of CITY and COUNTY. CITY and COUNTY
22 reserve the right to authorize others to use or reproduce such materials, but CITY and
23 COUNTY shall not circulate such materials, in whole or in part, or release such materials
24 to any person or entity other than CITY or COUNTY without the authorization of CITY or
25 COUNTY'S Contract Administrator.

26
27 SECTION 19 - INDEMNIFICATION

1 PARTY to the other.
2

3 SECTION 21 – ASSIGNMENT

4 The expertise and experience of CITY are material considerations for this
5 Agreement. COUNTY has an interest in the qualifications and capabilities of the persons
6 and entities that CITY will use to fulfill its obligations under this Agreement. In recognition
7 of that interest, CITY shall not assign or transfer this Agreement, in whole or in part, or
8 the performance of any of CITY’S obligations under this Agreement without prior written
9 consent of the COUNTY’S Contract Administrator. Any attempted assignment shall be
10 ineffective, null and void, and shall constitute a material breach of this Agreement entitling
11 COUNTY to any and all remedies at law or in equity, including summary termination of
12 this Agreement. COUNTY acknowledges, however, that CITY, in the performance of its
13 duties under this Agreement, may utilize subcontractors without prior notification to or
14 approval of the COUNTY, and such use shall not be considered a violation of this
15 provision. In the event CITY utilizes subcontractors in the performance of its duties under
16 this Agreement, CITY shall ensure that the prevailing wage requirements as set forth in
17 Section 5 of the “County/Caltrans Landscape Maintenance Agreement” are fully complied
18 with.
19

20 SECTION 22 - IMMUNITIES

21 Nothing in this Agreement is intended to nor shall it impair the statutory limitations
22 and/or immunities applicable or available to the PARTIES under State laws and
23 regulations.
24

25 SECTION 23 - MODIFICATIONS

26 This Agreement may be amended or modified only by mutual agreement of the
27 COUNTY Contract Administrator and CITY Contract Administrator. No alteration or

1 variation of the terms of this Agreement shall be valid unless made in writing and signed
2 by the PARTIES hereto, and no oral understanding or agreement not incorporated herein
3 shall be binding on any of the PARTIES hereto.

4
5 SECTION 24 - WAIVER

6 Any waiver by a PARTY of any breach of one or more of the terms of this
7 Agreement shall not be construed to be a waiver of any subsequent or other breach of
8 the same or of any other term hereof. Failure on the part of either PARTY to require exact,
9 full and complete compliance with any terms of this Agreement shall not be construed as
10 changing in any manner the terms hereof, or stopping that PARTY from enforcing the
11 terms hereof.

12
13 SECTION 25 - GOVERNING LAW, VENUE AND SEVERABILITY

14 This Agreement shall be governed by the laws of the State of California. Any legal
15 action related to the performance or interpretation of this Agreement shall be filed only in
16 the Superior Court of the State of California located in Riverside County, California, and
17 the PARTIES waive any provision of law providing for a change of venue to another
18 location. If any provision in this Agreement is held by a court of competent jurisdiction to
19 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in
20 full force without being impaired or invalidated in any way.

21
22 SECTION 26 - TERM

23 This Agreement shall become effective upon its approval by the Riverside County
24 Board of Supervisors and shall remain in effect in perpetuity. This Agreement may be
25 terminated by either PARTY upon sixty (60) days written notice to the other PARTY.

26
27 SECTION 27 – DISPUTES

1 The PARTIES shall attempt to resolve any disputes amicably at the working level
2 between COUNTY's Contract Administrator and CITY'S Contract Administrator. Prior to
3 the filing of any legal action related to this Agreement, the PARTIES shall be obligated
4 to attend a mediation session in Riverside County before a neutral third party mediator.
5 A second mediation session shall be required if the first session is not successful. The
6 PARTIES shall equally share the cost of the mediations.

7
8 SECTION 28 - ENTIRE AGREEMENT

9 This Agreement is intended by the PARTIES as a final expression of their
10 understanding with respect to the subject matter hereof and supersedes any and all prior
11 and contemporaneous agreements and understandings, written or oral.

12 ////////////// SIGNATURES ON NEXT PAGE //////////////
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1 APPROVALS

2 IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on
3 the date first written above.

4
5 COUNTY OF RIVERSIDE


CITY OF PERRIS

6
7 APPROVED AS TO FORM:

APPROVED AS TO FORM:

8 Minh C. Tran, County Counsel

9
10 



11 Deputy County Counsel

Robert Khuu, City Attorney

12
13
14
15 APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

16
17 



18 Chuck Washington, Chair

Clara Miramontes, City Manager

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22 ATTEST:

ATTEST:

23 Kimberly A. Rector, Clerk of the Board

CITY CLERK

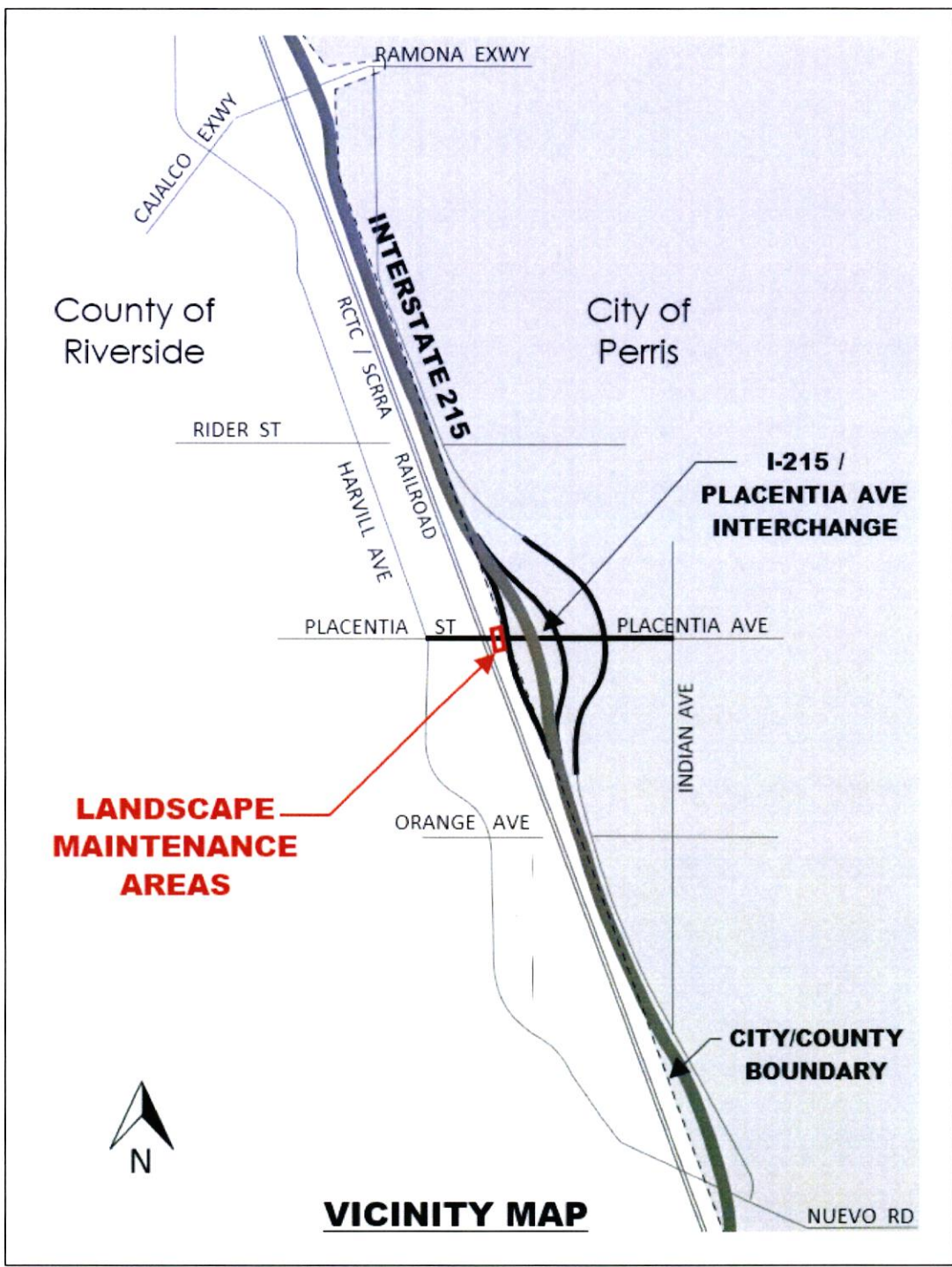
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26 Deputy

Nancy Salazar

EXHIBIT A
VICINITY MAP

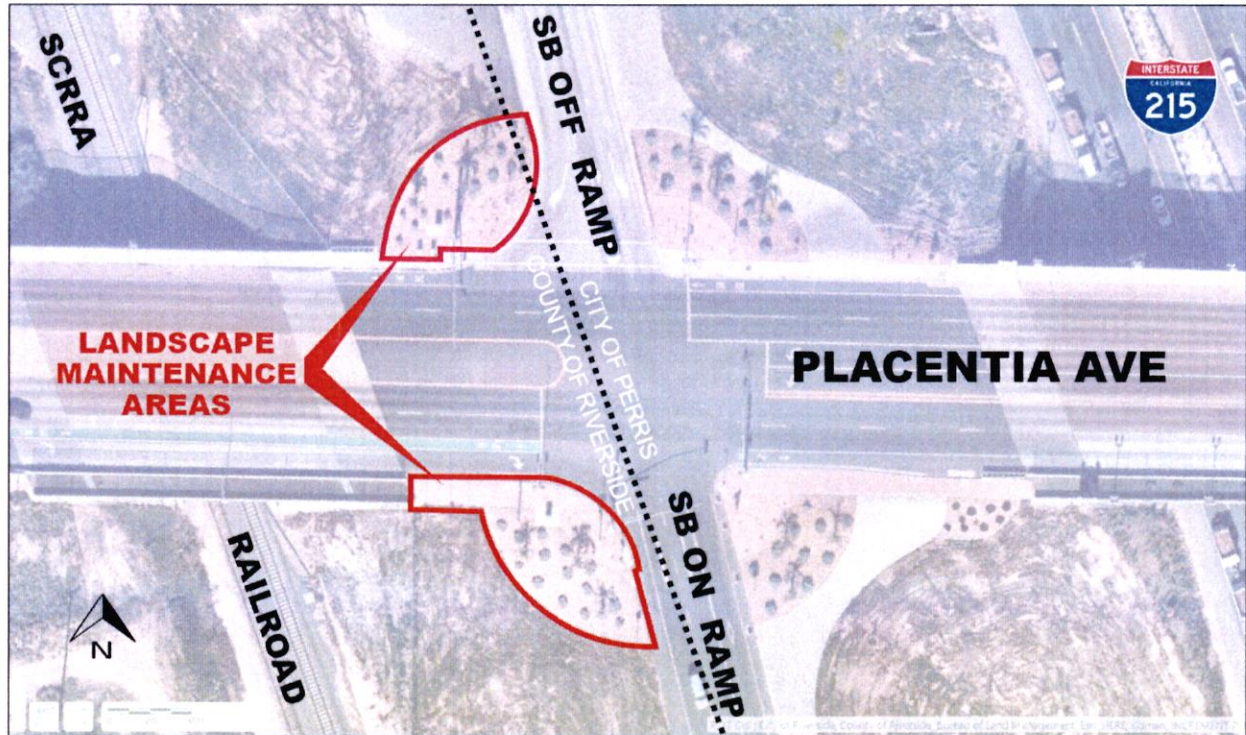


VICINITY MAP

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EXHIBIT B

LANDSCAPE MAINTENANCE AREAS



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EXHIBIT C

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

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THIS 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 23 day of October, 2019, 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)

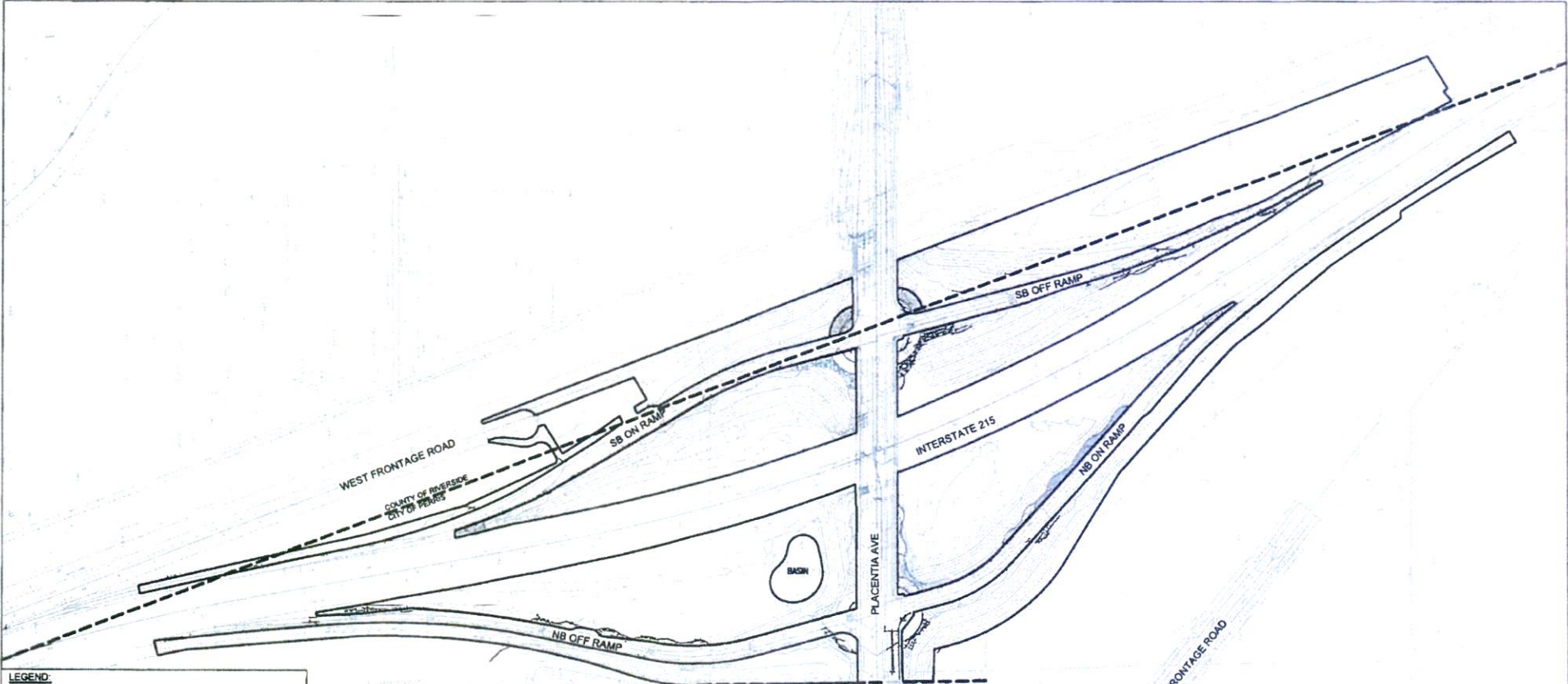
As to Form and Procedure:


APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: _____
Attorney
Department of Transportation

By: 
Deputy County Counsel



LEGEND:
 LANDSCAPE AREA WITHIN FREEWAY RIGHT-OF-WAY, LIMITS TO BE MAINTAINED BY THE COUNTY OF RIVERSIDE.

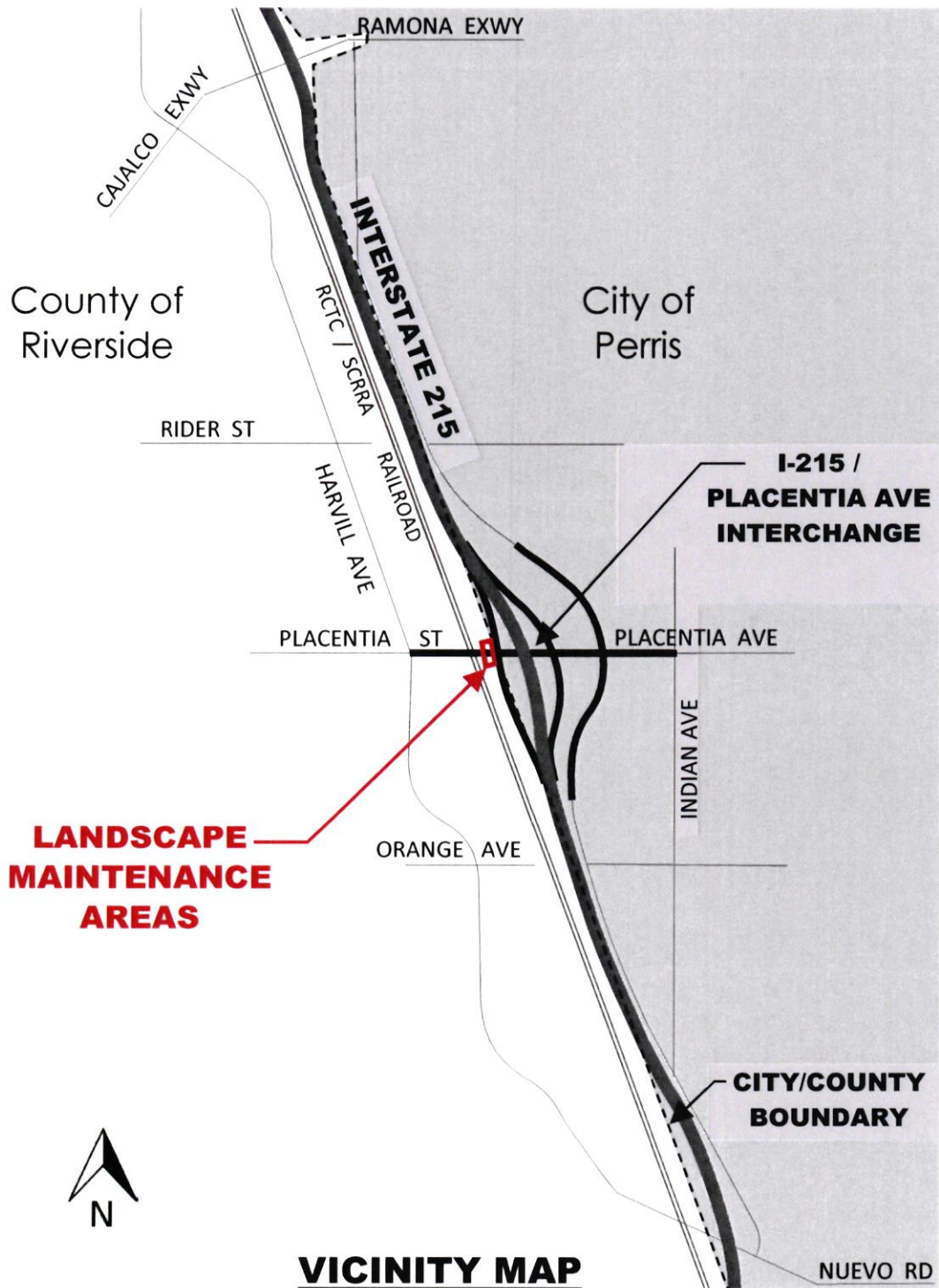
LOCATION: PLACENTIA AVE.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
8	RV	215	R27.9 / R32.8

EXHIBIT "A"
 I-215/PLACENTIA AVENUE INTERCHANGE
 EA#08-OF321 CALTRANS PROJECT #0817000014
 COUNTY OF RIVERSIDE

CALTRANS	COUNTY OF RIVERSIDE
<i>Stephen P. Pury</i>	<i>Catherine M. Wampler</i>
10.19.19	7/2/2019
APPROVED	APPROVED
DATE	DATE





VICINITY MAP