



DATE: September 8, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE OCEANSIDE UNIFIED SCHOOL DISTRICT, A BUDGET APPROPRIATION OF \$120,000, AND APPROVAL OF PLANS AND SPECIFICATIONS FOR THE OCEANSIDE BOULEVARD SLOPE IMPROVEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a Memorandum of Understanding (MOU) with the Oceanside Unified School District (OUSD) defining each party's responsibility for the construction and maintenance of the Oceanside Boulevard Slope Improvement project; approve the plans and specifications for the Oceanside Boulevard Slope Improvement project, located at the southeast intersection of El Camino Real and Oceanside Boulevard; approve the appropriation of \$120,000 from unallocated TransNet funds, and authorize the City Engineer to call for bids.

BACKGROUND

A non-vegetated slope located east of El Camino Real and south of Oceanside Boulevard has become an erosion nuisance. The slope is inclusive of areas within the Oceanside Boulevard right-of-way, and City and OUSD property (exhibit A).

The sediment buildup on the adjacent sidewalk due to slope erosion limits pedestrian access and creates additional maintenance for City crews. Given that the sidewalk is adjacent to Ocean Shores High School, the mitigative measures proposed for this project will provide an improved sidewalk path for the local students and other pedestrians.

On November 18, 2009, the City Council approved a professional services agreement with Taylor Group, Inc., of Oceanside, in the amount of \$19,532.50 for design work for the Oceanside Boulevard Slope Improvement project.

On June 8, 2010, the OUSD Board approved the MOU between the City and the OUSD for the construction and maintenance of the Oceanside Boulevard Slope Improvement project.

ANALYSIS

To further mitigate erosion on the subject slope, the project approach is to grade the steep slope to a lesser incline, install an irrigation system, and provide drought-tolerant landscaping. The combination of these activities will mitigate erosion, enhance slope aesthetics and reduce maintenance of the sidewalk. As part of the grading work, existing utility lines and appurtenances will be relocated.

An MOU between the City and OUSD was established to define each party's responsibility during and after construction of the project (Exhibit B). According to the proposed MOU, the City will be responsible for the construction management and cost of the project, while OUSD will be responsible for costs associated with maintaining the irrigation system, water supply, and landscaping of the project area in perpetuity.

FISCAL IMPACT

The Oceanside Boulevard Slope Improvement project (902522600212) has a current appropriation of \$60,000. The total estimated cost of construction, project management, and inspection for the project is \$180,000. The five-year CIP program approved on June 23, 2010 budgeted an additional \$120,000 in FY 2011-2012. For the next budget cycle, the \$120,000 will be removed because the project is being brought forward into the current fiscal year.

Below is a tabulation of the estimated project costs:

Direct Construction Costs

Construction	\$150,000
Construction change order contingency	\$ 10,500
Consultant inspection and testing	<u>\$ 6,900</u>
Total direct construction	\$171,800
City Inspection and Administration	<u>\$ 12,600</u>
Total Estimated Project Cost	<u>\$180,000</u>

On June 23, 2010, the City Council approved Oceanside's five year program of TransNet projects, which include \$1.7 million for street-related repairs and maintenance work beginning FY 2011. The funds transferred from the 212.3100.0001 will be replenished by payments from SANDAG in this fiscal year.

Therefore, an appropriation of \$120,000 from unallocated TransNet account (212.3100.0001) to the project account (902522600212) is requested.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

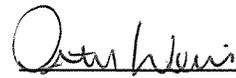
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PREPARED BY:



Paul J. Pham
Assistant Engineer

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Scott O. Smith, City Engineer
Teri Ferro, Financial Services Director





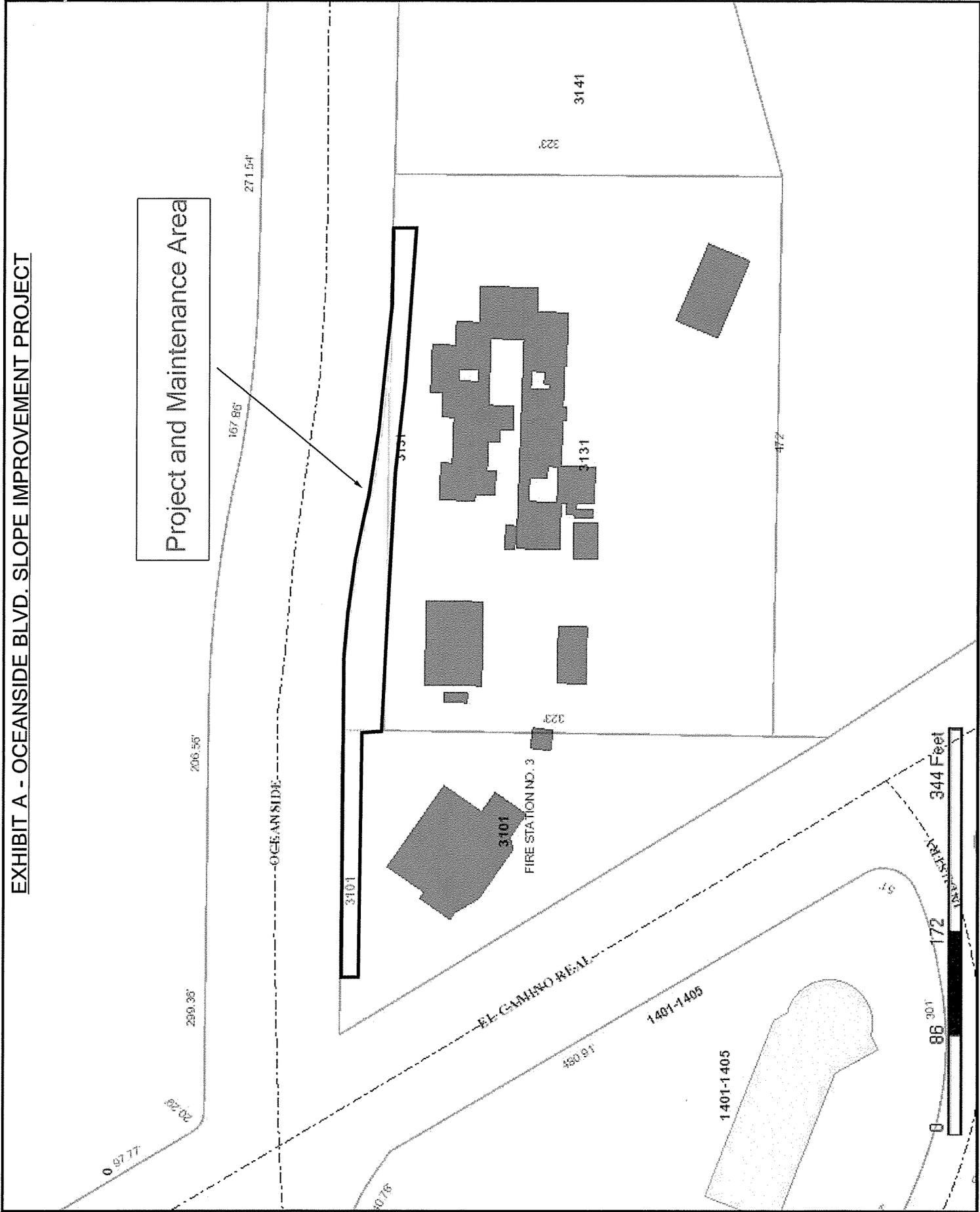




Attachments: Exhibit A-Site map
Exhibit B-Memorandum of Understanding

EXHIBIT A - OCEANSIDE BLVD. SLOPE IMPROVEMENT PROJECT

Project and Maintenance Area



-SOURCE: MERRICK 2005 ORTHOPHO AND CONTOURS
-THIS MAP PREPARED SOLELY FOR ILLUSTRATION PURPOSE
-AND IS NOT TO BE RELIED UPON FOR ENGINEERING DRAWINGS.
-SOME INFORMATION MAY NOT BE ACCURATE.



MEMORANDUM OF UNDERSTANDING
BETWEEN THE OCEANSIDE UNIFIED SCHOOL DISTRICT
AND THE CITY OF OCEANSIDE, CALIFORNIA CONCERNING THE
CONSTRUCTION COSTS AND THE MAINTENANCE PLAN FOR THE
OCEANSIDE BOULEVARD SLOPE IMPROVEMENT PROJECT

This Memorandum of Understanding (MOU) is made and entered into this _____ day of June, 2010, (“Effective Date”) by and between the Oceanside Unified School District (“DISTRICT”) and the City of Oceanside, California (“CITY”),

RECITALS

WHEREAS, CITY proposes to improve approximately 13,000 square feet of natural slope situated in the City of Oceanside, County of San Diego, State of California, located at the southeast intersection of Oceanside Boulevard and El Camino Real, Oceanside, California;

WHEREAS, the proposed project is located on two legal parcels of real property, one of which is owned by DISTRICT and the other of which is owned by CITY; and

WHEREAS, DISTRICT and CITY wish to set forth the terms of an agreement regarding financial commitments pertaining to project construction (including landscape and irrigation system development), and subsequent ongoing landscape and irrigation maintenance for the slope improvement project.

NOW THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the Parties agree as follows:

1. Construction

- 1.1 CITY shall pay the total project construction cost.
- 1.2 Contingent on the availability of funding, the CITY agrees to engage the services of a contractor for the grading of the slope, irrigation system development, and landscaping.
- 1.3 CITY shall be responsible for administration and management of the project during construction.
- 1.4 CITY and DISTRICT agree to allow reasonable access to the project site during the course of construction, as necessary for completion of the project.

2. Maintenance Services

- 2.1. The DISTRICT agrees to provide landscaping and irrigation services and maintenance at the project site.
- 2.2. The DISTRICT shall pay for all costs necessary to maintain landscaping and irrigation service at the project site.
- 2.3. CITY and DISTRICT agree to allow reasonable access to the project site as necessary for the performance of landscape maintenance services.
- 2.4. CITY and DISTRICT agree to allow reasonable access to the project site as necessary for maintenance of the irrigation system.
- 2.5. The Parties understand and agree that maintenance procedures may from time to time require revision to accommodate new equipment or to provide better service.
- 2.6. The geographical limits of the responsibilities set forth in this Section will be the entire project site as indicated in Exhibit "A."

3. Tort Liability

Nothing in this MOU is intended to waive any immunities and/or rights provided to the parties pursuant to Division 3.6 of the California Government Code Section 800 et seq., or any other immunities or rights provided by law.

4. Term

After completion of the project, the maintenance obligations under this MOU are intended to remain in perpetuity, unless terminated earlier by mutual agreement of the parties. In the event the project is not commenced by August 2011, then the terms of this MOU shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective officers' thereunto duly authorized on the date written below their signature.

Oceanside Unified School District

City of Oceanside, California

By:  _____

By: _____

Dr. Robyn Phillips
Sr. Associate Superintendent

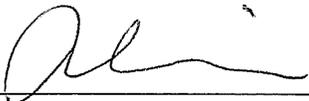
Peter Weiss
City Manager

Date: 6-23-10

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
General Counsel

By:  _____, ASST.
City Attorney