

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 4/26/16

Departmental Concurrence

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

633A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 23, 2016

SUBJECT: Approval of the Agreement by and between the County of Riverside and the City of Blythe for the 3rd Place Sidewalk and Roadway Improvements Project; Resolution No. 2016-062, Authorizing Specified Services to the City of Blythe for 3rd Place Sidewalk and Roadway Improvements Project. 4th District; [\$851,000]; State Funds 85% and Local Funds 15%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside (County) and the City of Blythe for the 3rd Place Sidewalk and Roadway Improvements Project; and
2. Adopt Resolution No. 2016-062, Authorizing Specified Services to the City of Blythe for the 3rd Place Sidewalk and Roadway Improvements Project and Agreeing to Hear Future Resolutions of Necessity for the Project; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo
 Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 75,000	\$ 200,000	\$ 851,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax HUTA (15%), ATP (85%). There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-28

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

FORM 11: Approval of the Agreement by and between the County of Riverside and the City of Blythe for the 3rd Place Sidewalk and Roadway Improvements Project; Resolution No. 2016-062, Authorizing Specified Services to the City of Blythe for 3rd Place Sidewalk and Roadway Improvements Project. 4th District; [\$851,000]; State Funds 85% and Local Funds 15%

DATE: March 23, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

In 2013, the State of California established the Active Transportation Program (ATP), which consolidated existing federal and state transportation programs into a single program to fund projects that promote active modes of transportation, such as walking and biking, as alternatives to driving. The goals of the program include enhancing public health, increasing mobility for non-motorized users, increasing public safety, reducing greenhouse gas effects, and providing improvements to disadvantaged communities. The State has charged the California Transportation Commission (CTC) with administration of the ATP program.

On May 27, 2015, the County of Riverside Transportation Department (Transportation Department) submitted an ATP grant application with the City of Blythe's (City) support to construct sidewalk and roadway improvements on 3rd Place, between 14th Avenue and Vernon Way to provide pedestrian paths to Felix J. Appleby Elementary School.

On October 22, 2015, the CTC voted to allocate ATP funds to the County for the 3rd Place Sidewalk and Roadway Safety Improvement Project in the amount of \$721,000.

Felix J. Appleby Elementary School is located along the south side of Vernon Way, east of South Broadway, in the unincorporated area adjacent to Blythe. Current access to the school is from South Broadway only, resulting in limited vehicular and pedestrian access to the school from the surrounding residential areas. Secondary pedestrian and vehicular access would be provided by improving and extending 3rd Place for approximately one quarter of a mile from 14th Avenue to Vernon Way. The northerly half of the project is within the City and is partially improved. The southerly half of the project is within the County.

The Agreement between the County and City sets forth the terms and conditions whereby the County will be the lead agency in environmental documentation, developing plans, acquiring right-of-way, and constructing the improvements; and, the City will cooperate by providing oversight and permitting at no cost to the County. In addition, Resolution No. 2016-062, authorizes specific services to the City for the 3rd Place Sidewalk and Roadway Improvement Project.

The Blythe City Council adopted Resolution No. 2016-003 on February 9, 2016 (Agenda Item 11-13), Authorizing the County to act as lead agency for land acquisition services including acquisition by the joint exercise of eminent domain of real properties located within the City of Blythe jurisdiction for the 3rd Place sidewalk and roadway improvements and authorized the City Manager to enter into a Cooperative Agreement with the County.

Project No. C4-0057

Impact on Residents and Businesses

The project is intended to provide improvements to a disadvantaged community and to enhance public health, increase mobility for non-motorized users, increase public safety, and reduce greenhouse gas effects through active modes of transportation. The construction of an improved pedestrian route will benefit many residents, including school-aged pedestrians in the area who walk to and from Felix J. Appleby Elementary School.

SUPPLEMENTAL:

Additional Fiscal Information

This project will be funded through a combination of State Active Transportation Program (ATP) funds in the amount of \$721,000 and local Gas Tax/HUTA funds in the amount of \$130,000.

There are no General Funds used in this project.

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

FORM 11: Approval of the Agreement by and between the County of Riverside and the City of Blythe for the 3rd Place Sidewalk and Roadway Improvements Project; Resolution No. 2016-062, Authorizing Specified Services to the City of Blythe for 3rd Place Sidewalk and Roadway Improvements Project. 4th District; [\$851,000]; State Funds 85% and Local Funds 15%

DATE: March 23, 2016

PAGE: 3 of 3

Contract History and Price Reasonableness

N/A

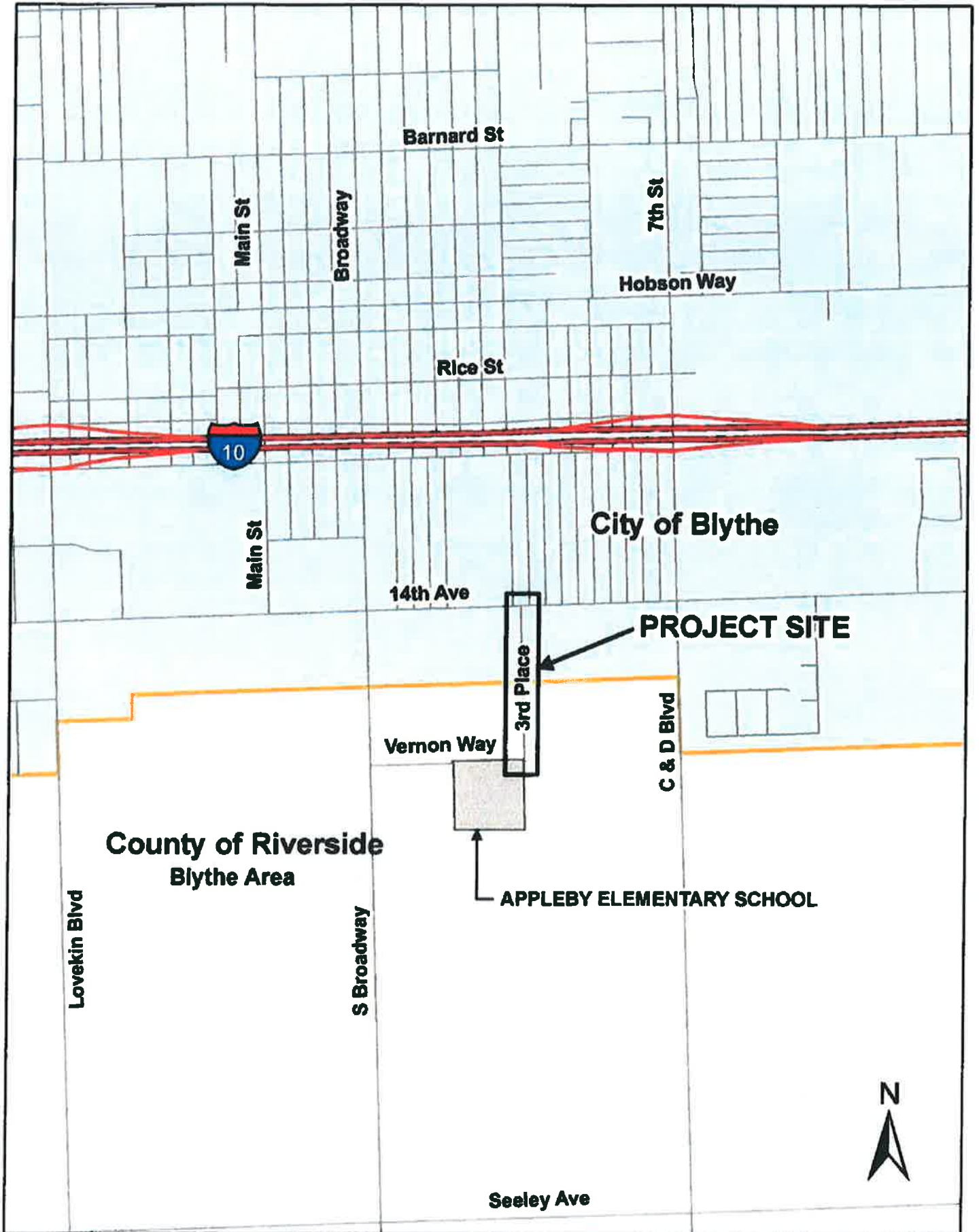
ATTACHMENTS:

Vicinity Map

Agreement

Resolution No. 2016-062

VICINITY MAP



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**AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE AND CITY OF BLYTHE**

FOR

3RD PLACE SIDEWALK AND ROADWAY IMPROVEMENTS

This Agreement entered into this _____ day of _____, 2016, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Blythe, a municipal corporation (hereinafter "CITY") for the provision of 3rd Place Sidewalk and Roadway improvements within the CITY and in the Blythe Area of the COUNTY.

RECITALS

- A. The COUNTY submitted an Active Transportation Program (hereinafter "ATP") grant application with CITY's support to construct sidewalk and roadway improvements on 3rd Place, between 14th Avenue and Vernon Way, in the CITY and Blythe Area of the COUNTY to provide pedestrian paths to Felix J. Appleby Elementary School (Exhibit A, Vicinity Map).
- B. On or about October 22, 2015, the California Transportation Commission approved COUNTY's ATP grant application to construct sidewalk and roadway improvements on 3rd Place.
- C. COUNTY and CITY desire to designate COUNTY as the lead agency in developing plans, acquiring the right-of-ways and constructing sidewalk and roadway improvements on 3rd Place (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.
- E. Public agencies may jointly exercise any power common to them pursuant to Government Code Section 6502 and Code of Civil Procedure Section 1240.140(b). Government Code Section 6502 provides that "[i]f authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties," California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not possessed in common, for acquisition of property

1 as a single parcel.” The COUNTY and the CITY are public agencies within the meaning of Government Code
2 Section 6500 et seq. and possess the common power to acquire real property and construct facilities thereon
3 for street and highway purposes.

4 F. The COUNTY and CITY desire to designate the COUNTY as lead agency to perform right-of-way activities
5 and to acquire the necessary real property interest for the PROJECT, including eminent domain, if necessary,
6 on behalf of CITY, in accordance with applicable law, including Government Code Section 7260 et seq. and
7 the Eminent Domain Law, Code of Civil Procedure Section 1230.01 et seq.

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9 **AGREEMENT**

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

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13 **SECTION I • COUNTY AGREES:**

- 14 1. To fund one hundred (100) percent of the cost of preparing plans, specifications and estimates (PS&E),
15 preparing an environmental document and obtaining environmental clearance in accordance with the
16 California Environmental Quality Act, providing utility coordination and relocation of impacted utilities,
17 acquiring right-of-ways within CITY and COUNTY, advertising, awarding and administering a public works
18 construction contract necessary to construct PROJECT.
- 19 2. To be lead agency in preparing an environmental document, obtaining environmental clearance, and
20 approving the environmental document in accordance with the California Environmental Quality Act.
- 21 3. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for
22 review and approval.
- 23 4. To identify, locate and denote all utility facilities and utility conflicts within the PROJECT area on the plans.
24 COUNTY shall make all necessary arrangements with the owners of utility facilities conflicting with
25 construction for their protection, relocation, or removal. COUNTY shall require the utility owners and/or its
26 contractors performing the relocation work within the CITY to obtain a CITY Encroachment Permit prior to the
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1 performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to
2 establish prior rights related to utility encroachments into each jurisdiction's right-of-way.

3 5. To perform right-of-way activities required to acquire the necessary real property interests for the PROJECT
4 including appraisals, acquisition, and condemnation, if necessary, in accordance with applicable law and
5 Code of Civil Procedure section 1230.010 et seq.

6 6. To deliver legal title to the right-of-way in compliance with the current State Right-of-way manuals, procedures
7 and guidelines, free and clear of all liens and encumbrances detrimental to the CITY's present and future
8 uses not later than the date of acceptance by the CITY of maintenance and operation of the PROJECT.
9 Acceptance of said title by the CITY is subject to a review of a Policy of Title Insurance in the CITY's name to
10 be provided by the COUNTY.

11 7. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
12 Government Code Section 6502 and California Code of Civil Procedure Section 1240.140, and to thereby
13 agree and accept that authorization for the COUNTY to act as lead agency for land acquisition services,
14 including acquisition by eminent domain, if necessary, of real properties located within the CITY'S jurisdiction
15 that are necessary for the PROJECT. The Resolution shall provide that the COUNTY shall exercise the
16 CITY'S power of eminent domain in accordance with Government Code Section 7260 et seq. and Code of
17 Civil Procedure Section 1230.010 et seq. Accordingly, the adoption by the COUNTY of any resolution of
18 necessity would require that the COUNTY'S governing body, in its sole discretion and exclusive discretion,
19 make the findings required by Code of Civil Procedure Section 1245.230.

20 8. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
21 with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California
22 Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.

23 9. To furnish a representative to perform the function of Resident Engineer during construction. The Resident
24 Engineer shall designated by the County and independent of the construction contractor.

25 10. To furnish support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and
26 foundation tests, measurement and computation of quantities, testing of construction materials, checking
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1 shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection
2 and services necessary to assure that the construction is performed in accordance with the PS&E documents.

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

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10 **SECTION II • CITY AGREES:**

- 11 1. To review and approve the PROJECT plans.
- 12 2. The COUNTY will be 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 of
19 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 work
23 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. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
26 Government Code Section 6502 and California code of Civil Procedure Section 1240.140, and to thereby
27 agree and accept that authorization for the COUNTY to act as lead agency for land acquisition services,
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1 including acquisition by eminent domain, if necessary, of real properties located within the CITY'S jurisdiction
2 that are necessary for the PROJECT. The Resolution shall provide that the CITY shall grant to the COUNTY,
3 the CITY'S power of eminent domain to acquire the necessary real property interests and of rights of way
4 located within the CITY'S jurisdiction in connection with the PROJECT and that the COUNTY shall exercise
5 the CITY'S power of eminent domain in accordance with Government Code Section 7260 et seq. and Code of
6 Civil Procedure Section 1230.010 et seq. Accordingly, the adoption by the COUNTY of any resolution of
7 necessity would require that the COUNTY'S governing body, in its sole and exclusive discretion, make the
8 findings required by Code of Civil Procedure Section 1245.230. The CITY agrees to cooperate with the
9 COUNTY in the COUNTY'S exercise of the CITY'S power of eminent domain.

- 10 7. Pursuant to Streets & Highways Code Section 1680 et. seq., to provide routine maintenance of the newly
11 constructed sidewalk and roadway within the CITY.

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13 **SECTION III • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 14 1. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
15 commence until an Encroachment Permit to COUNTY or its contractor, authorizing such work has been
16 issued by CITY.
- 17 2. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
18 of final payment, all records and accounts relating to PROJECT.
- 19 3. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
20 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
21 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
22 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
23 policy shall be required which name the CITY, its officers, officials, agents and employees as additionally
24 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
25 COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements, which meet the
26 requirements of this section to CITY prior to the start of construction.

- 1 4. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
2 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
3 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
4 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
5 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
6 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
7 under this Agreement.
- 8 5. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
9 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
10 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
11 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
12 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
13 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
14 this Agreement.
- 15 6. This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and
16 supersedes all prior negotiations, understandings or agreements. No supplement, modification, or
17 amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 18 7. This Agreement and the exhibit herein contain the entire agreement between the parties, and are intended by
19 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
20 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
21 and void.
- 22 8. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
23 parties or affects the legal liability of either party to the Agreement by imposing any standard of care with
24 respect to the maintenance of roads different from the standard of care imposed by law.
- 25 9. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
26 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
27 instrument.

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1 10. Except as provided in Section 12940 of the California Government Code, during performance of this
2 Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin,
3 ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune
4 Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the
5 selection and retention of employees and subcontractors and the procurement of materials and equipment.
6 The parties shall also comply with the requirements of the Americans with Disabilities Act in the performance
7 of the Agreement.

8 11. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
9 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
10 be necessary to transfer ownership.


11 [THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first
2 written above.

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4 **COUNTY Approvals**

5 RECOMMENDED FOR APPROVAL:

6  Dated: 4-13-16
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8 **JUAN C. PEREZ**
Director of Transportation

9 **Patricia Romo**
10 **Assistant Director of Transportation**

11 APPROVAL BY THE BOARD OF SUPERVISORS

12
13 _____ Dated: _____
14 _____
15 PRINTED NAME
Chairman, Riverside County Board of Supervisors

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18 APPROVED AS TO FORM:
19 GREGORY P. PRIAMOS, COUNTY COUNSEL

20  Dated: 4/18/16
21 By Deputy

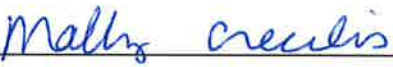
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24 ATTEST:

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26 _____ Dated: _____
27 **Kecia Harper-Ihem**
Clerk of the Board (SEAL)

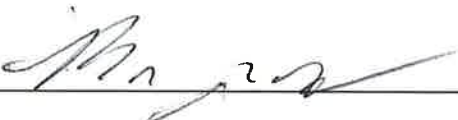
8 **CITY Approvals**

By: 
City Manager

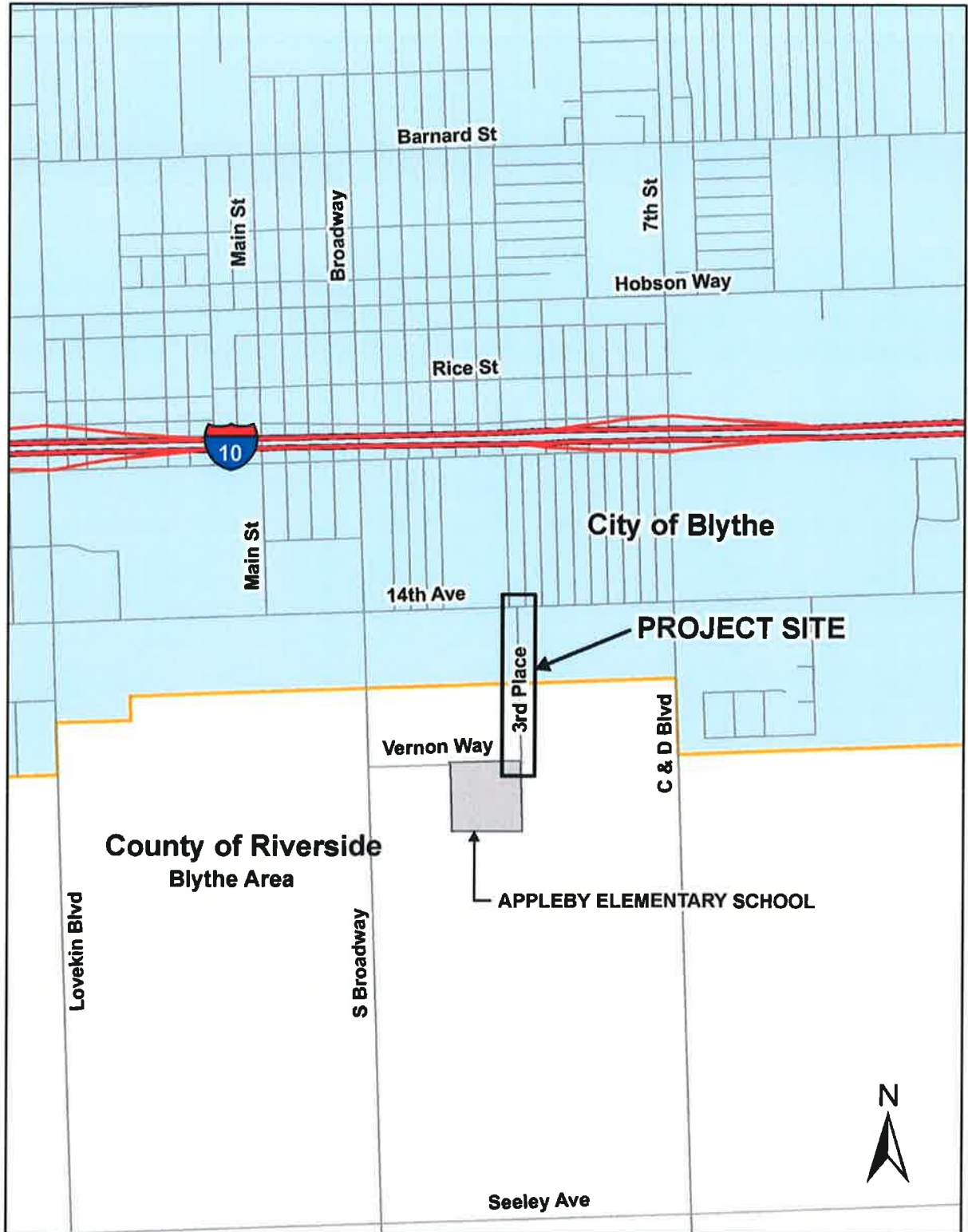
Attest:

By: 
City Clerk

Approved as to form:

By: 
City Attorney

**EXHIBIT A
VICINITY MAP**



RESOLUTION NO. 2016-062

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
AUTHORIZING SPECIFIED SERVICE TO THE CITY OF BLYTHE FOR THE 3RD PLACE
SIDEWALK AND ROADWAY IMPROVEMENTS AND AGREEING TO HEAR FUTURE
RESOLUTIONS OF NECESSITY FOR THE PROJECT**

WHEREAS, the County of Riverside has been awarded Active Transportation Program grant funds by the California Department of Transportation to construct roadway and sidewalk improvements on 3rd Place (“Project”) between 14th Avenue and Vernon Way to provide pedestrian paths to Felix J. Appleby Elementary School, in the Blythe area of unincorporated Riverside County;

WHEREAS, the construction and subsequent maintenance of the Project along 3rd Place is located mainly within the unincorporated area of Riverside County with a portion of the Project being located within the City of Blythe’s (“City”) jurisdiction;

WHEREAS, inclusion of that portion within the City to be part of the Project is necessary to construct the Project to meet objectives and requirements of the Active Transportation Program;

WHEREAS, a section of right-of-way needs to be acquired along 3rd Place between 14th Avenue and Vernon Way within City’s jurisdiction to widen the street to make said section a consistent width with the County’s right-of-way in order to complete the construction of the Project;

WHEREAS, the County desires to acquire the right-of-way interest in favor of the City, construct the Project, and to utilize the grants funds for the purpose for which they were granted;

WHEREAS, the County and the City desire to enter into a cooperative agreement for the acquisition of right-of-way interests described above, construction of the Project and maintenance over said interests; and

WHEREAS, the County is empowered to acquire property by eminent domain pursuant to Article I, Section 10 of the California Constitution, and pursuant to various statues including Section 1230.010 et seq. of the California Code of Civil Procedure;

FORM APPROVED COUNTY COUNSEL
BY: *Karsha P. Victor* 4/15/16
MARSHA VICTOR DATE

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1 **WHEREAS**, pursuant to California Code of Civil Procedure section 1240.140(b), “two or more
2 public agencies may enter into an agreement for the joint exercise of their respective powers of eminent
3 domain, whether or not possessed in common, for the acquisition of property as a single parcel”;

4 **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of
5 Riverside (Board) assembled in regular session on _____, at 9:00 a.m., in the meeting room of the
6 Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
7 Riverside, California, by a four-fifths vote, that this Board hereby agrees as follows:

- 8 1. Finds and declares that the above recitals are true and correct.
- 9 2. Finds and determines that the improvement and maintenance as described above, which the
10 County desires to undertake to complete the Project, are of general county interest.
- 11 3. Finds and determines that the improvement and maintenance as described above will provide and
12 improve general pedestrian safety along 3rd Place.
- 13 4. Authorizes that County aid and funds identified for this Project can be extended to perform said
14 activities within the City’s jurisdiction pursuant to the terms and conditions of the cooperative
15 agreement between the City and County.
- 16 5. This Board agrees to hear and determine Resolutions of Necessity regarding the 3rd Place
17 Sidewalk and Roadway Improvements.
- 18 6. The County Counsel of the County of Riverside is hereby designated to prepare (in conformance
19 with applicable law), to review, to approve, and to otherwise process resolution of necessity
20 packages for the 3rd Place Sidewalk and Roadway Improvements (including the Notice of Intent to
21 Adopt Resolution of Necessity and the Resolution of Necessity) prior to those matters being heard
22 by the Board.

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