

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



ITEM  
3.41  
(ID # 6555)

**MEETING DATE:**

Tuesday, April 24, 2018

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Cooperative Agreement between the County of Riverside and City of Blythe for roadway improvement services on 10th Ave, Hobson Way & Riverside Ave. 4th District; [\$83,678 Current FY; \$168,356 Total Cost] 100% Local Funds; 4/5 Vote Required

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

1. Approve the Cooperative Agreement by and between the County of Riverside and City of Blythe For Roadway Improvement Services on 10<sup>th</sup> Ave, Hobson Way and Riverside Ave; and
2. Authorize the Chairman of the Board to execute the same on behalf of the County of Riverside.

**ACTION:** 4/5 Vote Required, Policy

Patricia Romo, Director of Transportation 5/22/2018

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: April 24, 2018  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board

Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 83,678	\$	\$ 168,356	\$
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS:</b> SB 1 Gas Tax 49.7%. City of Blythe 50.3%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 17/18	

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

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department has identified road segments in the Blythe area that are in need of pavement rehabilitation. These roads are included in the Transportation Improvement Program chip seal plan for FY 17/18. The following road segments are shared with the City of Blythe; 10<sup>th</sup> Avenue from De Frain Boulevard to SH 95, Hobson Way from De Frain Blvd to 2,640' east of De Frain Blvd, and Riverside Ave from Ehlers Blvd to 130' east of Solano Way. The southerly half-width of these road segments is in the City of Blythe. The City of Blythe desires to have the County include the City portion with the County's chip seal program and will fund their portion of the work, which is \$84,678.

**Impact on Residents and Businesses**

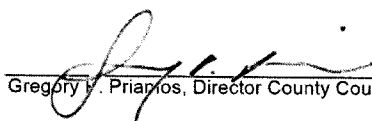
The proposed chip seal surfacing on 10th Avenue, Hobson Way and Riverside Avenue will provide residents and visitors of the Blythe area with a new pavement surface on both the City's and County's portions of the road segments.

**SUPPLEMENTAL:**

The total project cost for the roadway improvement services on 10<sup>th</sup> Avenue, Hobson Way and Riverside Avenue is \$168,356. The City of Blythe will be funding \$84,678 for their portion. The total amount for the Transportation Department is \$83,678 and will be funded using SB 1 gas tax funds.

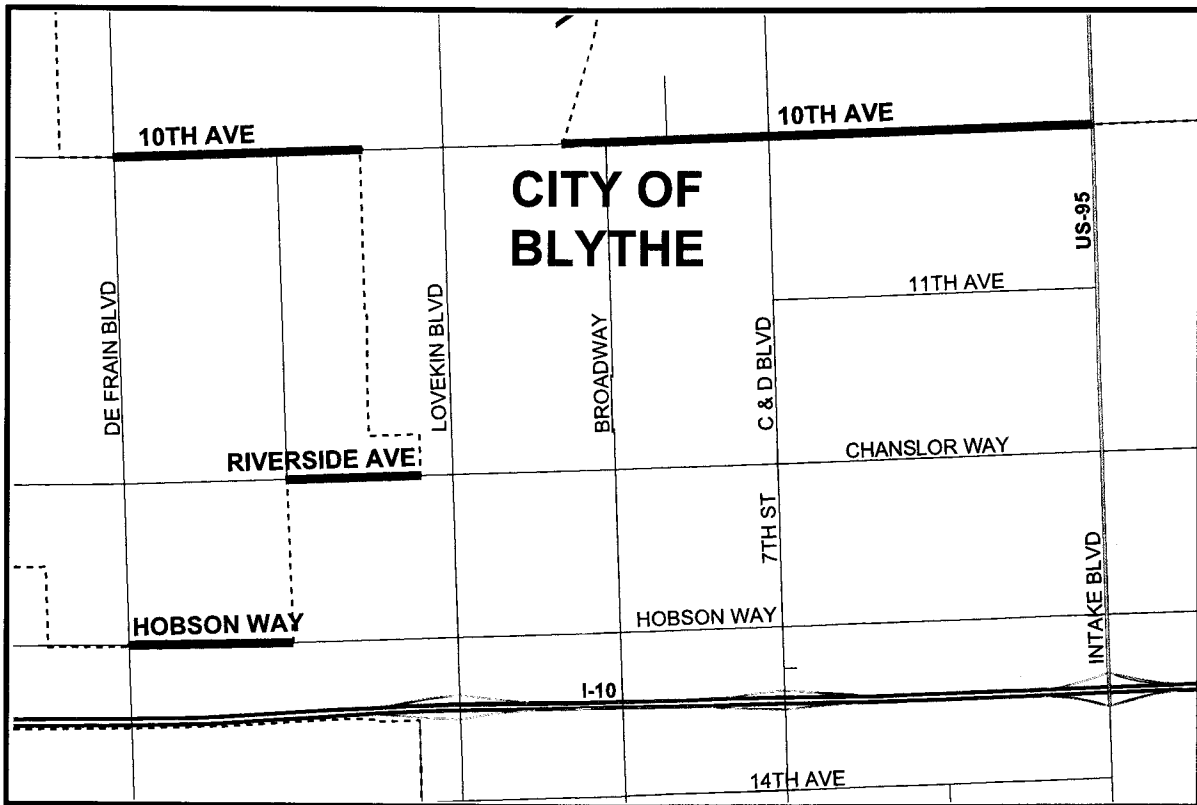
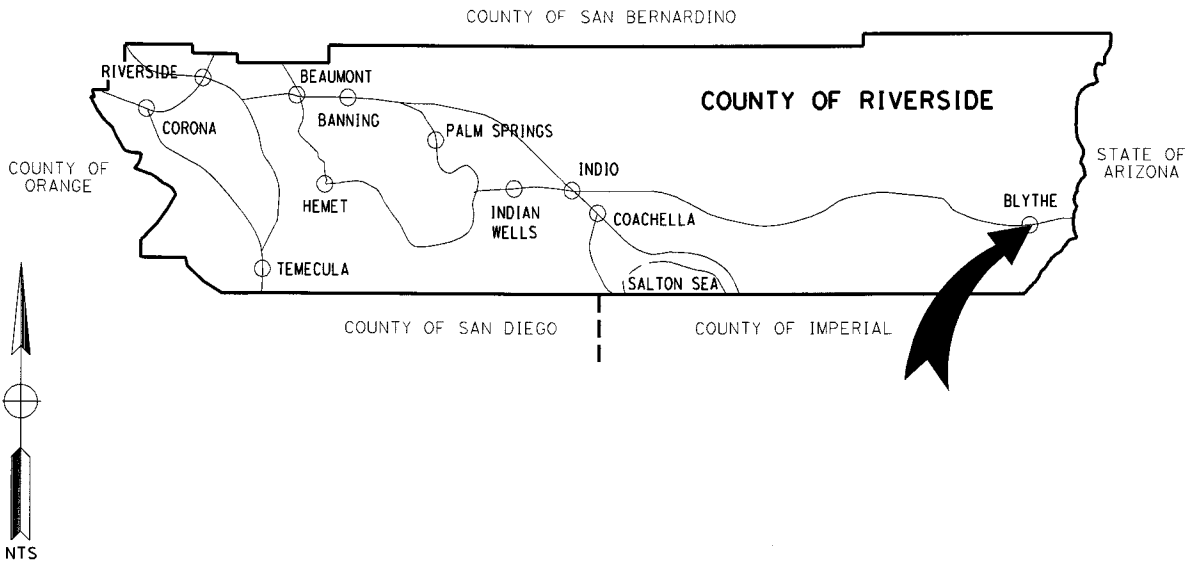
**ATTACHMENTS:**

- Vicinity Map
- Agreement

  
 \_\_\_\_\_  
 Gregory V. Priaplos, Director County Counsel      4/9/2018

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**BLYTHE AREA**  
**RESURFACING PROJECT**



**VICINITY MAP - BLYTHE AREA**  
TOWNSHIP 6S RANGE 23E SECTION 28 COUNTY  
ROAD BOOK PAGE No. 261-A

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF BLYTHE

FOR ROADWAY IMPROVEMENT SERVICES ON

10<sup>th</sup> Ave, Hobson Way & Riverside Ave

This Agreement entered into this 24<sup>th</sup> day of April, 2018, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Blythe, (hereinafter "CITY") for the provision of certain roadway maintenance treatment (Chip Seal) on a portion of 10<sup>th</sup> Avenue, Hobson Way & Riverside Ave located within the jurisdictional boundaries of both the COUNTY and the CITY. COUNTY and CITY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

- A. COUNTY and CITY have determined that there is need for roadway maintenance treatment (Chip Seal) on 10<sup>th</sup> Avenue, Hobson Way & Riverside Ave (hereinafter "PROJECT") as described in Exhibit A (Scope of Work).
- B. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.
- D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

- 1. To administer, manage and provide support services necessary for the pavement overlay treatment to

1 the existing pavement on 10<sup>th</sup> Avenue, Hobson Way & Riverside Ave, as set forth in Exhibit A, attached  
2 hereto and incorporated by this reference.

- 3 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design  
4 responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT  
5 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their  
6 protection, relocation, or removal.
- 7 3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in  
8 accordance with the California Environmental Quality ACT (CEQA), if applicable.
- 9 4. To furnish CITY a single invoice with a final reconciliation of project expenses within thirty (30) days following  
10 the completion and acceptance of the constructed PROJECT improvements. The invoice amount shall not  
11 exceed the costs specified in Section 2 for the CITY's share of the improvements.

12 **SECTION 2 • CITY AGREES:**

- 13 1. Upon approval of this Agreement, to deposit with the COUNTY ninety percent (90%) of the construction costs  
14 estimated in the amount of **\$84,678** for the PROJECT improvements located within the jurisdictional  
15 boundaries of the CITY.
- 16 2. To authorize COUNTY to approve an increase in the project budget, in an amount not to exceed ten percent  
17 (10%) of the original budget share of CITY based on the share of costs shown in Exhibit A, should the original  
18 budget be exceeded through no fault of COUNTY.
- 19 3. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
20 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other  
21 investigative activities required for pre-construction and construction activities of the PROJECT.
- 22 4. To pay within 30 days of receipt all invoices submitted by COUNTY for services rendered in accordance with  
23 this Agreement.

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

- 25 1. The work shall be performed by COUNTY forces.
- 26 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
27 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will  
28 be necessary to transfer ownership.
- 29 3. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by

1 PROJECT that are located outside of their respective right of way boundaries.

2 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by  
3 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either  
4 party hereto.

5 5. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to  
6 PROJECT for a period of ten (10) years from the date of final payment.

7 6. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
8 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,  
9 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to  
10 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability  
11 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or  
12 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY  
13 under this Agreement.

14 7. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by  
15 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or  
16 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government  
17 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for  
18 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be  
19 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under  
20 this Agreement.

21 8. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are  
22 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation  
23 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in  
24 this Agreement, is null and void.

25 9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
26 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
27 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

28 10. This Agreement may be executed in one or more counterparts and when a counterpart shall have been  
29 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the

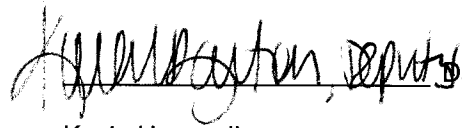
1 same instrument.

2 11. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the  
3 PROJECT.

4  
5  
6 IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized  
7 representatives to be effective on the day and year first above-written.

8  
9 [Signatures on Following Page]


10  
11 COUNTY OF RIVERSIDE

 Dated APR 24 2018

12 RECOMMENDED FOR APPROVAL:


Kecia Harper-Ihem

Clerk of the Board

13  Dated: 3-23-2018


14 Patricia Romo  
15 Director of Transportation

16  
17 APPROVED AS TO FORM:  
18 GREGORY P. PRIAMOS, County Counsel

19 By:  Dated: 3/21/18

20 Deputy County Counsel

21 APPROVAL BY THE BOARD OF SUPERVISORS:

22  
23  Dated: APR 24 2018

24 CHUCK WASHINGTON

25 PRINTED NAME

26 Chairman, Board of Supervisors

27 ATTEST:  
28  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

CITY OF BLYTHE

APPROVED BY:

  
\_\_\_\_\_ Dated: 02-18-2018

Dale Reynolds  
\_\_\_\_\_  
PRINTED NAME

Mayor  
\_\_\_\_\_  
TITLE

APPROVED BY:

  
\_\_\_\_\_ Dated: 2/13/18

Mallory Creel  
\_\_\_\_\_  
PRINTED NAME

City Clerk  
\_\_\_\_\_  
TITLE



EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Apply Chip Seal maintenance treatment and reinstall centerline striping over existing pavement for the street and limits listed in the table below. The location is within the City of Blythe and unincorporated area of Riverside County.

COST ESTIMATE:

Street Name	From	To	City's Cost
10 <sup>th</sup> Ave	De Frain Blvd	SH 95	\$64,502
Hobson Way	De Frain Blvd	2,640' east of De Frain Blvd	\$11,733
Riverside Ave	Ehlers Blvd	130' east of Solano Way	\$8,443
		Total Cost to City	\$84,678