

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



ITEM
3.28
(ID # 6972)

MEETING DATE:

Tuesday, January 8, 2019

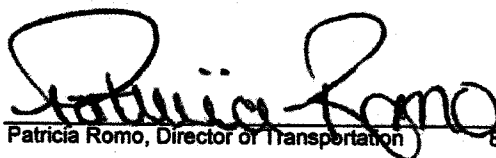
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Approve and Execute the Agreement between the City of
Riverside and County of Riverside for the Van Buren Widening Project in the
Community of Woodcrest and City of Riverside, 1st District. [\$1,561,000 Total
Cost - 57% Local Funds, 43% Regional TUMF] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Agreement between the County of Riverside and City of
Riverside for Project Development Activities on Van Buren Boulevard Widening Project,
for an Aggregate Amount of \$1,561,000 for Fiscal Year 18-19.


ACTION: 4/5 Vote Required, Policy


Patricia Romo, Director of Transportation 8/6/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 8, 2019
xc: Transp.

Kecia Harper
Clerk of the Board
By: 
Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$ 1,561,000 | \$ 0 | \$ 1,561,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: County of Riverside (Gas Tax) 31.27%, City of Riverside 25.62%, and Regional TUMF 43.11%. No General Funds will be used on this project. | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 18/19 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department (Transportation) and the City of Riverside (City), desire to widen Van Buren Boulevard between Washington Street and Wood Road from four lanes to six lanes. The Van Buren Boulevard corridor is a major thoroughfare which connects the SR-91 and SR-215 freeways. Van Buren Boulevard between Washington Street and Wood Road serves approximately 45,000 motorists daily and widening Van Buren Boulevard from four to six lanes will improve traffic flow and reduce delays.

The Agreement between the County and City establishes the roles and responsibilities of each agency for overall development and implementation of the project, specifically the Environmental Document and Plans, Specifications, and Estimate, and specifies that the County Transportation Department will be the lead agency for the development of the project. Each agency will be responsible for funding project costs within their respective jurisdiction; 45% of the project is located within City jurisdiction, and 55% is located within County jurisdiction. The funding for Right of Way acquisition and Construction phases will be determined at a later date.

The City of Riverside City Council approved the Agreement on October 3rd, 2017.

County Counsel has approved the Agreement as to legal form.

Impact on Residents and Businesses

The Van Buren Boulevard is currently a four lane road that serves approximately 45,000 motorists daily. Widening Van Buren Boulevard from four to six lanes will improve traffic flow and reduce traffic delays.

The project is also proposing to reconstruct existing sidewalks, driveways, curb returns, and bus turnouts as well as construct new pedestrian improvements to meet ADA standards and promote walking and improve access to public transportation.

Additional Fiscal Information

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

The Environmental and Final Engineering phase of the project will be funded by Regional TUMF funding in the amount of \$673,000.

The City will provide \$400,000 in local funds, and Transportation will provide \$488,000 in local Gas Tax funds.

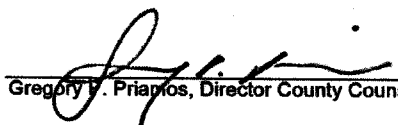
The total cost for the Environmental and design phases is \$1,561,000.

There are no General Funds used in this project.

ATTACHMENTS:

Agreement

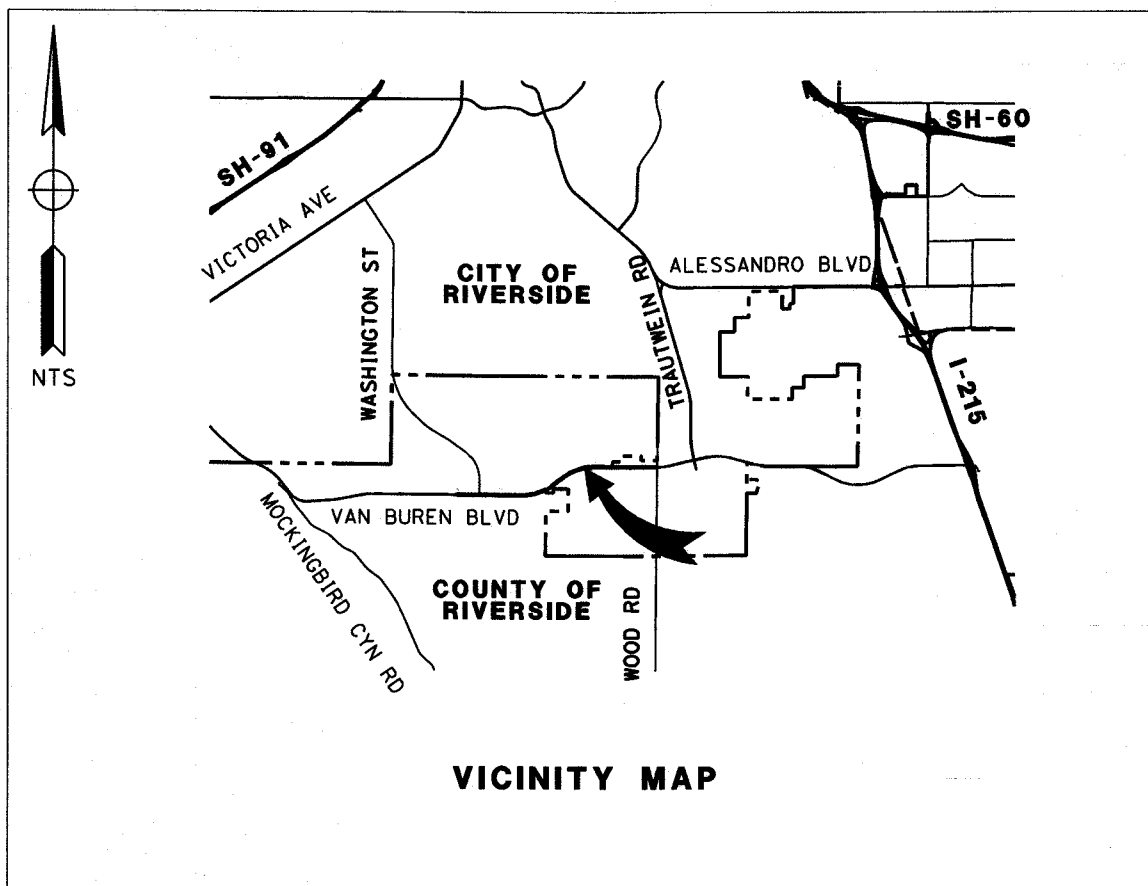
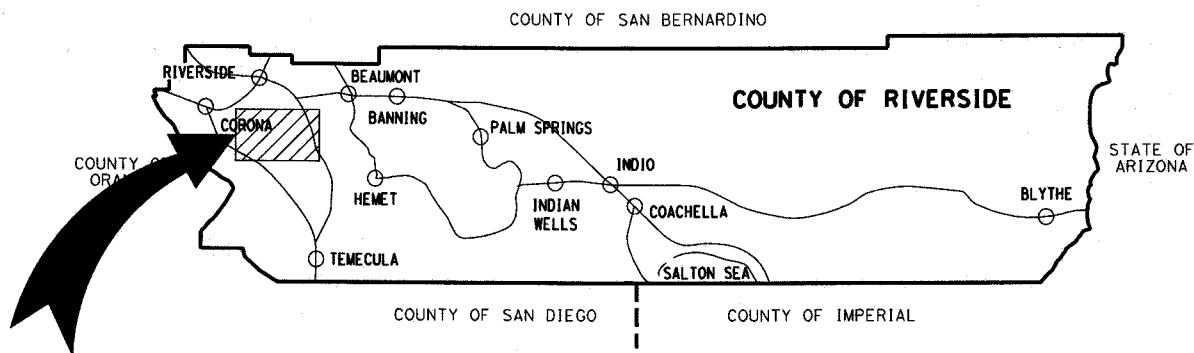
Vicinity Map



Gregory V. Priamos, Director County Counsel 12/7/2018

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

**VAN BUREN BLVD
WIDENING PROJECT
WASHINGTON ST TO WOOD RD
COMMUNITY OF WOODCREST AND CITY OF RIVERSIDE**



VAN BUREN BLVD WIDENING IMPROVEMENTS

AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF RIVERSIDE

FOR PROJECT DEVELOPMENT ACTIVITIES ON

VAN BUREN BLVD WIDENING PROJECT

This Agreement is entered into this 6th day of Jan., 201⁹, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Riverside (hereinafter "CITY") for the provision of project development activities related to the Van Buren Blvd Widening Project between Washington Street and Wood Road located within the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

- A. The COUNTY Transportation Improvement Program (TIP) provides for improvements to widen Van Buren Boulevard from Washington Street to Wood Road (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. The latest County Transportation Improvement Program (FY 2017/2018 TIP, as approved by the Riverside County Board of Supervisors, October 3, 2017 as Item 3.20) provides that funding for the project development activities will come from regional programs such as the Transportation Uniform Mitigation Fee (TUMF) and Development Impact Fees (DIF), as well as local funding provided by Measure A and Gas Tax.
- C. COUNTY executed a TUMF funding agreement with Riverside County Transportation Commission (RCTC) for the project development activities to widen Van Buren Blvd; RCTC Agreement No. 06-72-047-00. RCTC provided \$790,000 for the preliminary engineering, environmental studies and environmental documentation (ED), and preparation of the Plans, Specifications and Estimates (PS&E).
- D. On January 30, 2007 COUNTY executed an amendment to the TUMF funding agreement with RCTC and increased the funding amount by \$173,000 amending the total TUMF amount to \$963,000 for the ED and PS&E phases of PROJECT.
- E. Various Local Agency Formation Commission (LAFCO) annexations have occurred within the project limits since project initiation. City of Riverside has annexed from Alta Cresta Ave to Wood Road along the South side of Van Buren Blvd, and between Dauchy Ave and Wood Rd along the North Side of Van Buren. The annexations account for approximately 45% of the project area.

F. Although a portion of the PROJECT is now located within the jurisdictional boundaries of the CITY, the CITY and COUNTY desire to have COUNTY maintain responsibility as Lead Agency for the overall development and implementation of PROJECT. Keeping COUNTY as Lead Agency would facilitate continuity in the development and implementation of the PROJECT. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to complete the development and implementation of the PROJECT.

G. Development and implementation of the PROJECT will occur in the following phases; Environmental Documents (ED), Plans Specs and Estimates (PS&E), Right of Way, and Construction. Funding is currently available for work under ED and PS&E phases only. Additional funding for completion of ED and PS&E phases is identified as described in Section 3.2 of this Agreement.

H. California 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"

I. The COUNTY and CITY desire to define herein the terms and conditions under which said project is to be administered, environmentally cleared, engineered, coordinated, managed, and financed. COUNTY and CITY also desire to identify and define project related activities to be performed by COUNTY which will be reimbursed by CITY for ED and PS&E phases.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

1. To fund fifty five (55) percent of the local match cost of the preparation of plans, specifications and estimates (PS&E), preparation of environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and right of way engineering necessary to construct PROJECT improvements once regional funds have been exhausted. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.

VAN BUREN BLVD WIDENING IMPROVEMENTS

2. To prepare, or cause to be prepared, all necessary environmental documentation (ED) and detailed Plans, Specifications, and Estimate (PS&E), and to submit each to CITY for CITY's review and concurrence at appropriate stages of development. The final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation and/or removal work. COUNTY and CITY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdictions right of way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utilities reside.
4. To prepare, or cause to be prepared, an environmental document (ED) and to obtain necessary environmental clearances in accordance with the California Environmental Quality Act (CEQA).
5. To prepare, or cause to be prepared, all necessary Right of Way Maps and Documents used to acquire right of way and/or Temporary Construction Easements, prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work." Documents to be prepared by COUNTY include but are not limited to Legal Descriptions, Plats, Right of Way Maps, and Appraisals.
6. To make written application to CITY for necessary encroachment permits authorizing entry of COUNTY onto the CITY right of way to perform surveying and other investigative activities required for the preparation of the ED, and/or PS&E. Said encroachment permits will be at no cost to COUNTY.
7. Personnel who prepare the Environmental Document, Plans Specs and Estimate, or right of way maps shall be made available to CITY, at no cost to CITY, to coordinate and discuss problems which may arise during review of said documents.
8. To furnish to CITY a final reconciliation of project expenses within ninety (90) days following the completion of

the PS&E. If final costs associated with the Completion of the ED and PS&E result in a reduction to the CITY's forty five (45) percent cost, COUNTY shall include a reimbursement for the difference with the final reconciliation.

SECTION 2 • CITY AGREES:

1. To fund forty five (45) percent of the local match cost of the preparation of plans, specifications and estimates (PS&E), preparation of environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and right of way engineering necessary to construct PROJECT improvements once regional funds have been exhausted. The estimated costs for CITY's improvements are provided in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.
2. To deposit with COUNTY, upon execution of the Cooperative Agreement, four-hundred thousand dollars (\$400,000) (the "Deposit"), which represents forty five (45) percent of the local match cost of the preparation of ED and PS&E.
3. To provide at no cost to the COUNTY, oversight of the PROJECT for areas within CITY jurisdiction. To provide prompt reviews and approvals, as appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
4. To issue, at no cost to COUNTY or its consultants, upon proper application by the COUNTY or COUNTY's consultants, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other investigative activities required for preparation of ED and PS&E for the PROJECT.
5. To relocate, or cause to be relocated, all utility facilities owned by CITY and identified on PROJECT plans and specifications for relocation and/or removal. The cost to relocate and/or remove CITY utilities shall be borne by CITY.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. Implementation of PROJECT depends on funds coming from several regional funding programs including the Transportation Uniform Mitigation Fee (TUMF) program and Development Impact Fees (DIF). Regional funds are not anticipated to cover the total cost to complete ED and PS&E phases. COUNTY and CITY agree to pay the remaining cost to complete ED and PS&E phases as detailed in Exhibit "B".

VAN BUREN BLVD WIDENING IMPROVEMENTS

3. In the event that adequate funds are not available to complete PROJECT, COUNTY and CITY agree to meet and confer and collectively work to identify adequate funding for PROJECT.
4. COUNTY and CITY mutually agree to budget for the fiscal year at the start of each fiscal year. This will be documented in a Project Budget Form to be approved by CITY's authorized representative and the COUNTY Director of Transportation which will identify total project budget for the upcoming fiscal year, available revenues and funding sources, expected expenditures of COUNTY staff and contracts engaged in project delivery, and expected expenditures of CITY staff engaged in project delivery. The Project Budget Form will be amended as necessary throughout the year as required by project financial circumstances or as mutually agreed.
5. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.
6. In the event that COUNTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, CITY shall have the option to terminate this Agreement upon written notice to COUNTY.
7. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, COUNTY shall have the option to terminate this Agreement upon written notice to CITY.
8. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to a reasonable attorney's fees.
9. Neither CITY nor any officer or employee thereof shall be responsible for any 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 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,

authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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

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

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

14. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable. In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid, unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

15. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

16. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.

VAN BUREN BLVD WIDENING IMPROVEMENTS

17. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as the respective parties may provide in writing for this purpose:

COUNTY

Director of Transportation

County of Riverside • Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

CITY

Public Works Director

City of Riverside

3900 Main Street, 4th Floor

Riverside, CA 92522

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY PRIAMOS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

KEVIN JEFFRIES

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

KECIA HARPER-HEM

Clerk of the Board of Supervisors (SEAL)

CITY OF RIVERSIDE Approvals

APPROVED BY:

AL ZELINKA

City Manager

APPROVED AS TO FORM:

Ruthann Salera

PRINTED NAME

Deputy City Attorney

COUNSEL

APPROVED BY: Attest:

~~November 29, 2018~~ Dated: 11/29/18

Colleen J. Nicol

PRINTED NAME

CITY CLERK

CERTIFIED AS TO AVAILABILITY OF FUNDS:

Dated: 1/24/19

Edward Enriquer

PRINTED NAME

CHIEF FINANCIAL OFFICER

EXHIBIT A • LOCATION MAP

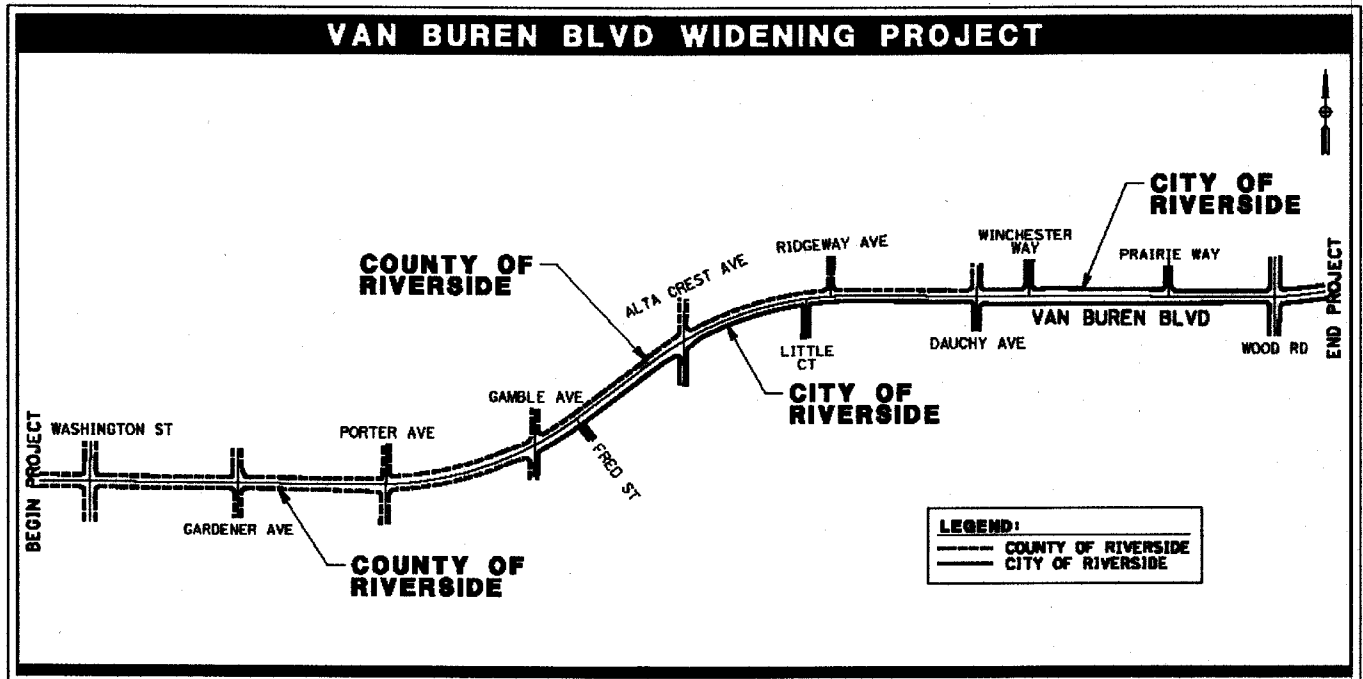


EXHIBIT B

VAN BUREN BLVD WIDENING PROJECTS - PS&E COMPLETION FUNDING SUMMARY

| Phase | Van Buren Blvd Funding Needed | | |
|--|--------------------------------|------------------|--------------------|
| | Previous costs thru 5/01/17 | Projected Costs | Total |
| Preliminary Survey | \$201,000 | \$54,000 | \$255,000 |
| Design | \$619,000 | \$351,000 | \$970,000 |
| Environmental | \$186,000 | \$50,000 | \$236,000 |
| Right of Way Engineering | \$0 | \$100,000 | \$100,000 |
| Right of Way Acquisition / Utility Relocations | TBD | TBD | TBD |
| Construction | TBD | TBD | TBD |
| Construction Inspection | TBD | TBD | TBD |
| Construction Survey | TBD | TBD | TBD |
| TOTAL | \$1,006,000 | \$555,000 | \$1,561,000 |

| FUNDING BY SOURCES | |
|-----------------------------|--------------------|
| REGIONAL FUNDS | \$673,000 |
| COUNTY OF RIVERSIDE (LOCAL) | \$488,000 |
| CITY OF RIVERSIDE (LOCAL) | \$400,000 |
| TOTAL | \$1,561,000 |

55.0%

45.0%