

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



ITEM: 3.21
(ID # 29044)

MEETING DATE:
Tuesday, November 04, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Service Agreement by and between the County of Riverside and the City of Blythe for the 6th Avenue and 10th Avenue Roadway Improvements, District 4. [\$2,153,173 Total Cost – City of Blythe Funds 100%] (Companion Item to MT Item 28905)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Blythe for the 6th Avenue and 10th Avenue Roadway Improvements in the amount of \$2,153,173 for FY 25/26; and
2. Authorize the Chairman of the Board to execute the same.

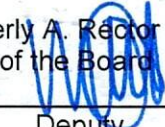
ACTION:Policy


Dennis Acuna, Director of Transportation 10/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 4, 2025
xc: 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 Cost:	Ongoing Cost
COST	\$ 2,153,173	\$ 0	\$ 2,153,173	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City of Blythe. There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the resurfacing of 6th Avenue between 2 miles west of Defrain Boulevard to 0.25 mile west of Defrain Boulevard, and 0.25 east of Defrain Boulevard to Intake Boulevard. The TIP also provides for the resurfacing of 10th Avenue from 0.60 miles west of Arrowhead Boulevard to Defrain Boulevard. Both roadways are within the community of West Blythe.

The City of Blythe has requested that the County include the resurfacing of the roadway within the City's jurisdiction. The City jurisdiction along 6th Avenue includes the northerly half from 2 miles west of Defrain Boulevard to 0.25 mile west of Defrain Boulevard, the full width from 0.25 west of Defrain Boulevard to 0.25 east of Defrain Boulevard, and the northerly half from 0.25 mile east of Defrain Boulevard to 0.5 mile east of Defrain Boulevard. The City jurisdiction for 10th Avenue includes the northern half from 0.16 miles west of Defrain Boulevard to Defrain Boulevard.

Within the City's jurisdiction, the project proposes to grind the existing pavement and underlying material in place and place new Hot Mix Asphalt. Other incidental work will include dig-out repairs, reconstruction of the existing asphalt concrete dike, reconstruction of asphalt concrete driveways, regrading of shoulders, replacement of striping, and other associated work.

The County of Riverside and the City of Blythe have designated the County as the lead agency for the project. The Service Agreement establishes the roles and responsibilities of each agency for the construction of the project and obligates the City of Blythe to fund 100% of the project within its jurisdictional boundaries.

The City will make a deposit in the amount of \$2,153,173 in FY 25/26. The estimated cost includes a 10% contingency for the City's portion of the work. Upon project completion, a final accounting will be performed, and any remaining balances will be refunded to the City. The County is providing services and has no obligation to fund any portion of the project within the City's jurisdiction.

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

The Service Agreement was approved by the Blythe City Council on September 10, 2024.

County Counsel has approved the Agreement as to legal form.

Project No. D1-0068, D1-0069, D1-0070, D4-0063

Impact on Residents and Businesses

The resurfacing project will provide the public with a smooth paved roadway that will improve the safety and efficiency of the roadway.

The work is scheduled to begin in December 2025. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

Additional Fiscal Information

The City of Blythe is responsible for funding their respective work within city limits.

There are no General Funds used in this project.

Contract History and Price Reasonableness

N/A

Attachments:

Vicinity Map
Agreement



Jason Farin, Principal Policy Analyst 10/29/2025



Aaron Gettis, Chief of Deputy County Counsel 10/23/2025

**SERVICE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
CITY OF BLYTHE
FOR
6TH AVE AND 10TH AVE RESURFACING**

This Service Agreement for the 6th Ave and 10th Ave Resurfacing ("Agreement") is entered into this 04 day of NOV, 2025, 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 roadway improvements to 6th Ave and 10th Ave, located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The COUNTY currently proposes roadway improvements on two portions of 6th Ave: 2 miles west of Defrain Blvd to 0.25 mile west of Defrain Blvd, and 0.25 mile east of Defrain Blvd to Intake Blvd, which excludes work outside of the COUNTY's jurisdiction (6TH AVENUE PROJECT).
- B. The COUNTY also proposes roadway improvements on 10th Ave from 0.6 mile west of Arrowhead Blvd to Defrain Blvd, which excludes work outside of the COUNTY's jurisdiction (10TH AVENUE PROJECT).
- C. The 6TH AVENUE PROJECT and 10TH AVENUE PROJECT are hereinafter referred to as "COUNTY PROJECT."
- D. COUNTY and CITY have mutually agreed that 6th Ave from 2 miles west of Defrain Blvd to 0.5 mile east of Defrain Blvd and 10th Ave from 0.16 mile west of Defrain Blvd to Defrain Blvd are in need of roadway improvements and encroach into CITY limits.
- E. The CITY portions of 6th Ave are as follow: 1) northern half from 2 miles west of Defrain Blvd to 0.25 mile west of Defrain Blvd, 2) full road width of 0.25 mile west of Defrain Blvd to 0.25 mile east of Defrain Blvd, and 3) northern half of 0.25 mile east of Defrain Blvd to 0.5 mile east of Defrain Blvd. All improvements being proposed within CITY limits shall be referred to as 6TH AVENUE CITY PROJECT.
- F. The CITY portion of 10th Ave is the northern half of the roadway from 0.16 mile west of Defrain Blvd to

1 Defrain Blvd. All improvements being proposed within CITY limits shall be referred to as 10TH AVENUE
2 CITY PROJECT.

3 G. The 6TH AVENUE CITY PROJECT and 10TH AVENUE CITY PROJECT are hereinafter referred to as "CITY
4 PROJECT."

5 H. CITY PROJECT and COUNTY PROJECT are depicted in the Project Map set forth in "Exhibit A," attached
6 hereto and incorporated herein.

7 I. CITY PROJECT will consist of pulverizing the existing pavement followed by overlaying the roadway with
8 hot mix asphalt. Incidental work will include and not be limited to, a safety edge, shoulder backing, utility
9 adjustments, construction of asphalt concrete driveway, reconstruction of asphalt concrete overside drain,
10 reconstruction of asphalt concrete dike, replacement of signage, and striping the roadway.

11 J. COUNTY and CITY desire to have one PARTY take the lead role in the implementation of the roadway
12 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce
13 overall costs by processing the two separate jurisdictional improvements as one project.

14 K. COUNTY will provide the administrative, technical, managerial, and support services necessary for the
15 implementation of the CITY PROJECT.

16 L. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is
17 to be administered, engineered, coordinated, and constructed.

18 M. CITY's City Council authorized the Interim City Manager to execute this Agreement at its regular meeting
19 on September 10, 2024.

20 **AGREEMENT**

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

23 **SECTION A • COUNTY AGREES:**

- 24 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
25 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B,"
26 attached hereto and incorporated herein, and has absolutely no obligation with regard to COUNTY funding
27 for any portion of CITY PROJECT.
- 28 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY

1 for review and approval at appropriate stages of development. Final plans for improvements shall be
2 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.
3 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit
4 construction bids until CITY has approved the PS&E documents.

5 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design
6 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,
7 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,
8 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting
9 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the
10 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
11 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior
12 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility
13 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

14 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
15 for the purposes of constructing CITY PROJECT.

16 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.

17 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in
18 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
19 requirements, laws or regulations, including but not limited to the local agency public construction codes,
20 California Labor Code, and California Public Contract Code.

21 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY
22 PROJECT.

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

28 9. To construct the CITY PROJECT in accordance with approved PS&E documents.

- 1 10. To submit any contract change order that causes the construction contract to exceed ten percent (10%) of
2 the contract bid amount for CITY PROJECT improvements that are located within the jurisdictional
3 boundaries of the CITY to CITY for review and approval prior to final authorization by COUNTY.
- 4 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract
5 records, including survey documents, within three hundred and sixty-five (365) days following the
6 completion and acceptance of the construction contract. Electronic copies will be provided on a USB flash
7 drive, or such other electronic format as agreed to by CITY and COUNTY.
- 8 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
9 and acceptance of the construction contract. If final costs associated with the CITY PROJECT are in excess
10 of the Deposit provided in Section B, COUNTY shall include a final bill with the financial reconciliation. If
11 final costs associated with the CITY PROJECT are less than the Deposit provided in Section B, COUNTY
12 shall include a reimbursement for the difference with the financial reconciliation.

13 **SECTION B • CITY AGREES:**

- 14 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should
15 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B",
16 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 17 2. To deposit with COUNTY, within thirty (30) days of executing this Agreement, two million one hundred fifty
18 three thousand one hundred seventy three dollars (\$2,153,173) (the "Deposit"), as provided in "Exhibit B".
- 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 all surveys and
21 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and
22 construction of the CITY PROJECT.
- 23 4. To provide a representative to coordinate with the COUNTY's Project Manager during the development and
24 the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement.
- 25 5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews
26 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the
27 CITY PROJECT.
- 28 6. To pay within forty-five (45) days of receipt, the invoice for final reconciled costs in excess of the Deposit

1 amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this
2 Agreement.

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

- 4 1. The total estimated cost to CITY to complete PS&E documents, construction, including construction survey,
5 inspection and a material testing for CITY PROJECT, including a contingency, is estimated to be, two million
6 one hundred fifty three thousand one hundred seventy three dollars (\$2,153,173) as detailed in "Exhibit B".
- 7 2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of
8 CITY's Deposit as required in Section B.
- 9 3. If upon opening of bids for construction of the CITY PROJECT, the bids indicate a cost overrun of no more
10 than ten percent (10%) of the Construction Cost Estimate as described in "Exhibit B", COUNTY may award
11 the contract.
- 12 4. If upon opening of bids for construction of the CITY PROJECT, it is found that a cost overrun exceeding
13 ten percent (10%) of the Construction Cost Estimate as described in Exhibit "B", COUNTY and CITY shall
14 endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of
15 bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be
16 terminated by mutual consent.
- 17 5. Construction by COUNTY of the CITY PROJECT shall not be commenced until an encroachment permit to
18 COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
- 19 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
20 construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability
21 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
22 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall
23 be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall
24 also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause
25 COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which
26 meet the requirements of this section to CITY prior to the start of construction.
- 27 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
28 be automatically vested with the jurisdiction in which the improvements reside and no further agreement

1 will be necessary to transfer ownership.

2 8. CITY shall be responsible for the maintenance of the improvements provided by the CITY PROJECT except
3 as specified in this Agreement or future agreements.

4 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
5 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each
6 PARTY hereto.

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

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

19 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
20 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate
21 this Agreement upon ninety (90) days written notice to CITY.

22 13. In the event of termination of this Agreement for any reason as provided herein, CITY shall be responsible
23 for all reasonable costs incurred (excluding PS&E costs) in accordance with this Agreement prior to such
24 termination. COUNTY shall reimburse CITY within forty-five (45) days of termination any portion of Deposit
25 not spent. For the avoidance of doubt, upon termination of this Agreement, COUNTY shall retain all
26 ownership of the PS&E. CITY shall not use the PS&E without the COUNTY's consent. Any reuse of the
27 documents by CITY without the written consent of the COUNTY shall be at CITY's sole risk and without

1 liability or legal exposure to the COUNTY, and CITY shall indemnify, defend and hold the COUNTY
2 harmless from any claims or losses arising out of such use of the PS&E documents by the CITY.

3 14. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
4 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
5 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any
6 way.

7 15. This Agreement is to be construed in accordance with the laws of the State of California.

8 16. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.

9 17. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or
10 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of
11 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change
12 of venue in such proceedings to any other county.

13 18. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance
14 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY
15 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall
16 not be construed against the PARTY that prepared it in its final form.

17 19. Any waiver by COUNTY or CITY of any breach by any other PARTY of any provision of this Agreement
18 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
19 hereof. Failure on the part of COUNTY or CITY to require from any other PARTY exact, full and complete
20 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
21 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

22 20. This Agreement, its Recitals, and Exhibits A-B herein contain the entire agreement between the PARTIES,
23 and are intended by the PARTIES to completely state the agreement in full. Any agreement or
24 representation respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not
25 expressly set forth in this Agreement, is null and void.

26 21. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
27 parties not a PARTY to this Agreement or affect the legal liability of any PARTY to the Agreement by
28 imposing any standard of care with respect to the maintenance of roads different from the standard of care

1 imposed by law.

2 22. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY
3 PROJECT for a period of minimum three (3) years from the date of recordation of the Notice of Completion
4 of the CITY PROJECT.

5 23. All notices, demands, invoices, and other communications required or permitted hereunder shall be in
6 writing and delivered to the following addresses or such other address as the PARTIES may designate:

7 COUNTY:

CITY:

8 Riverside County Transportation Department

City of Blythe

9 Attn: Dennis Acuna

Attn: Mallory Crecelius

10 Director of Transportation

Interim City Manager

11 4080 Lemon Street, 8th Floor

235 N. Broadway

12 Riverside, CA 92501

Blythe, CA 92225

13 Phone: (951) 955-6740

Phone: (760) 922-6611

14 24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original
15 and all of which together shall constitute but one and the same instrument. It shall not be necessary that
16 any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is
17 executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures, such
18 as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act
19 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further
20 agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate
21 this writing and to have the same force and effect as manual signatures. Electronic signature means an
22 electronic sound, symbol, or process attached to or logically associated with an electronic record and
23 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as
24 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and
25 contracts among parties in California, including a government agency. Digital signature means an electronic
26 identifier, created by computer, intended by the PARTY using it to have the same force and effect as the
27 use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this
28 section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2

of the Civil Code.

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[Signature Page Follows]

APPROVALS

COUNTY Approvals
RECOMMENDED FOR APPROVAL:

By: [Signature] Dated: 10/20/25

Dennis Acuna
Director of Transportation

APPROVED AS TO FORM:
MINH C. TRAN, COUNTY COUNSEL

By: [Signature] Dated: 10/28/25
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

By: [Signature] Dated: NOV 04 2025
Chair, Riverside County Board of Supervisors
V. MANUEL PEREZ

ATTEST:
KIMBERLY RECTOR, CLERK OF THE BOARD

By: [Signature]
Deputy

(SEAL)

CITY Approvals
APPROVED BY:

[Signature] Dated: 10/3/25
Mallory Crecelius
Interim City Manager

APPROVED AS TO FORM:

[Signature] Dated: 9/19/25
Brittany E. Roberto
City Attorney

ATTEST:

[Signature] Dated: 10/3/25
Mallory Crecelius
City Clerk

NOV 04 2025 3.21 / 3.23

**EXHIBIT B
CITY PROJECT ESTIMATED COSTS**

	6 th Ave City Project	10 th Ave City Project	City Project
Design	\$79,576	\$3,239	\$82,814
Construction Cost Estimate	\$1,591,513	\$64,774	\$1,656,287
Construction Contingency	\$159,151	\$6,477	\$165,629
Construction Admin	\$238,727	\$9,716	\$248,443
Total	\$2,068,967	\$84,206	\$2,153,173

Deposit of \$2,153,173 due within thirty (30) days of executing this Agreement.

