



**Contra
Costa
County**

To: Board of Supervisors

From: Brian M. Balbas, Interim Public Works Director/Chief Engineer

Date: September 12, 2017

Subject: APPROVE Real Property Services Agreement between Contra Costa County and City of Dixon for the Parkway Boulevard Grade Separation Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute, on behalf of Contra Costa County (County), the Real Property Services Agreement (Agreement) with the City of Dixon (City), to provide right of way services to the City for the City's Parkway Boulevard Grade Separation Project, for payment of the County's costs to provide the services in an amount not to exceed \$25,000. (Project No.: 4580-6X5892)

FISCAL IMPACT:

100% City of Dixon Funds

BACKGROUND:

The City is planning to proceed with its Parkway Boulevard Grade Separation Project (Project) in Solano County. To complete the Project, the City needs to acquire certain interests in real property. The City requires a variety of right-of-way services, but has no right of way staff and desires to contract with the County for these services.

Under the Agreement, Public Works Department Real Estate staff will perform various

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 12, 2017

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Angela Bell (925)
313-2337

cc:

right-of-way services, including but not limited to right of way appraisal and appraisal review; negotiations; land rights document preparation; right of way acquisition; right of way project management; title and escrow support;

BACKGROUND: (CONT'D)

right of way certification; supervision of experts and contractors providing such services; condemnation support; and any related work as required. The City will pay the County for those services based on the County's labor costs, up to the payment limit of the Agreement. If the payment limit is reached and/or additional services are necessary, the parties would need to amend the Agreement. The Agreement includes a mutual indemnification provision. Each party will be required to indemnify the other party for any claims that arise from the indemnifying party's acts, errors, or omissions in the performance of that party's obligations under the agreement. The Agreement, including the rate schedule, is attached.

CONSEQUENCE OF NEGATIVE ACTION:

The City will not be able to contract for the County's right of way services.

ATTACHMENTS

Appendix B
Agreement