

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

752



FROM: TLMA - Transportation Department and Economic Development Agency

SUBMITTAL DATE:
May 12, 2009

SUBJECT: Approval of Road Improvement Projects in the Community of Mesa Verde

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings in accordance with Section 33445 of the Health and Safety Code:
 - a) The proposed Mesa Verde Paving Project is of benefit to the Blythe Redevelopment Project No. 1 because it will provide necessary road improvements within the community;

FORM APPROVED COUNTY COUNSEL
DATE 5/12/09
BY: *[Signature]*
MARSHAL VICTOR

Departmental Concurrence

[Signature of Robert Field]

[Signature of Juan C. Perez]

Robert Field
Assistant County Executive Officer/EDA/FM

Juan C. Perez
Director of Transportation

JCP:cw
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,314,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/09

SOURCE OF FUNDS: Riverside County/Palm Desert Financing Authority Bond Proceeds (69.54%), City of Blythe-County Redevelopment Agency Funds (30.46%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature of Tina Grande]*
Tina Grande

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 5/13/09
SAMUEL WONG

Policy

Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 4

Agenda Number:

3.41

RECOMMENDED MOTION (continued):

- b) No other reasonable means of financing the project are available to the community as the County General Fund does not have the funds needed for the proposed improvements;
 - c) The proposed paving improvements will eliminate physical blight and provide essential public facilities within community; and
 - d) The proposed improvements are consistent with the Redevelopment Implementation Plan for the Blythe Redevelopment Project No. 1 which identifies road infrastructure as a necessary improvement for the Mesa Verde community.
2. Approve the recommended list and budget of road improvement projects in the community of Mesa Verde (Attachment A);
 3. Approve and authorize the Chairman to execute the Reimbursement Agreement by and between the Redevelopment Agency and the County of Riverside;
 4. Consent to the payment as identified in the Reimbursement Agreement by and between the Redevelopment Agency and the County of Riverside for the Mesa Verde Paving Project; and
 5. Direct the Auditor/Controller to make the budget adjustments as specified on Attachment B.

BACKGROUND:

The proposed Mesa Verde Paving Project has been identified as a priority community need in Mesa Verde. The proposed improvements will benefit the community by creating improved traffic circulation and eliminate blighting conditions for residents within the Blythe Redevelopment Project No. 1. The project will meet a primary objective of its Implementation Plan.

A total of twenty-six (26) roadway locations throughout the community of Mesa Verde, as described on Attachment A, are proposed to be improved in this rural area of the County.

The Riverside County/Palm Desert Financing Authority issued bonds in November 2008 for the design and construction of these improvements. The reimbursement for the improvement of these roads will be paid from joint City of Blythe-County RDA funds provided through an intra-jurisdictional agreement that added the community of Mesa Verde to City of Blythe's redevelopment area. The project will have no impact on the County's General Fund.

§33445 of the Health and Safety Code provides that a redevelopment agency may assist in the design or development of improvements that are of benefit to the project area or in the immediate neighborhood in which the project is located. County Counsel has reviewed and approved the Agreement as to form. Agency staff recommends that the Board of Supervisors make the required findings for the Mesa Verde Paving Project and approve the Reimbursement Agreement with the Redevelopment Agency for the County of Riverside.

(Background Continued on Page 3)

The Honorable Board of Supervisors
RE: Approval of Road Improvement Projects in the Community of Mesa Verde
May 12, 2009
Page 3 of 5

BACKGROUND (continued):

It is anticipated that construction of these projects will start in Fiscal Year 2008/09, except for the 3.5 mile gravel road which is anticipated to start in Fiscal Year 2009/10. If a budget adjustment is necessary, it will be included in the First Quarter Report.

Project No. B9-0963 through B9-0974

Attachment:
Reimbursement Agreement

ATTACHMENT A
MESA VERDE ROAD IMPROVEMENT PROJECTS

NO.	TIP No.	PROJECT NAME	TOTAL PROJECT COST	R.D.A. FUNDED	P.D.F.A. FUNDED
1	B90972	BELLWOOD DR.: Olive to Evergreen	\$220,000		\$220,000
2		EVERGREEN DR.: Bellwood to S'ly	\$98,000		\$98,000
3		PALOWALLA DR.: Bellwood to Orchard	\$245,000		\$245,000
4		OLIVE DR.: Bellwood to Maple	\$163,000		\$163,000
5		MAPLE DR.: Palowalla Dr to Mesa	\$196,000		\$196,000
6		PEPPER DR.: Olive to Mesa	\$98,000		\$98,000
7		PALOWALLA RD.: Palowalla Dr to Mesa	\$310,000		\$310,000
8		ORCHARD DR.: Palowalla Dr to Roses	\$115,000		\$115,000
9		ROSES RD.: Orchard to Blythe	\$139,000		\$139,000
10		COTTONWOOD DR.: Blythe to N'ly	\$82,000		\$82,000
11		EUREKA DR.: Orchard to Park	\$196,000		\$196,000
12		PARK DR.: Maple to Blythe	\$196,000		\$196,000
13		BLYTHE WAY: Mesa to W'ly	\$501,000		\$501,000
14		GREEN ST.: Lemon to Citrus	\$213,000		\$213,000
15		CITRUS DR.: Green to Blythe	\$115,000		\$115,000
16	B90973	"NEW ROAD TO PARK": Lime to W'ly	\$113,000		\$113,000
17	B90964	BLYTHE WY.: Mesa to Citrus	\$307,000	\$307,000	
18	B90971	PALOWALLA RD.: Mesa to Citrus	\$367,000	\$367,000	
19	B90966	GREEN ST.: Mesa to Lemon	\$159,000	\$159,000	
20	B90969	MESA DR.: Blythe to Bellwood	\$192,000	\$192,000	
21	B90963	BELLWOOD DR.: Mesa to W'ly	\$35,000	\$35,000	
22	B90970	ORANGE DR.: Green to Blythe	\$108,000	\$108,000	
23	B90967	LEMON DR.: Green to Blythe	\$80,000	\$80,000	
24	B90968	LIME DR.: Blythe to S'ly	\$32,000	\$32,000	
25	B90965	CITRUS DR.: Blythe to S'ly	\$34,000	\$34,000	
26	B90974	"SECONDARY ACCESS ROAD": Mesa to Seeley (18,500')	\$686,000	\$686,000	
TOTAL			\$5,000,000	\$2,000,000	\$3,000,000

ATTACHMENT B

Increase appropriations: 20000-3130500000-527980	Special Department Expense (Contracts)	\$4,314,000
Increase estimated revenue: 20000-3130500000-790600	Contributions – Other County Funds	\$3,000,000
Increase estimated revenue: 20000-3130500000-778270	Interfund Revenue – RDA	\$1,314,000

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

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE MESA VERDE PAVING PROJECT

THIS REIMBURSEMENT AGREEMENT, hereinafter AGREEMENT is entered into on this ____ day of _____, 2009, by and between the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California, hereinafter AGENCY, and the County of Riverside, hereinafter COUNTY, hereinafter collectively referred to as the Parties.

WITNESSETH

WHEREAS, AGENCY is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);

WHEREAS, the Blythe Redevelopment Agency has adopted by Ordinance No. 611-84, on November 27, 1994, Redevelopment Project No. 1 (hereinafter PROJECT AREA);

WHEREAS, the County of Riverside and the Blythe Redevelopment Agency entered into an intra-jurisdictional agreement and have adopted by Ordinance No. 820; with Resolution No. 2002-270 on July 09, 2002, Amendment No. 4, to add the Riverside County unincorporated territory of Mesa Verde to the PROJECT AREA

WHEREAS, the Redevelopment Plan (hereinafter PLAN) was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the PROJECT AREA;

1 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety Code,
2 the AGENCY is authorized to make and execute contracts and other instruments
3 necessary or convenient to the exercise of its powers;

4 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code
5 a redevelopment agency may cause, provide to undertake or make provision with other
6 agencies for the installation, or construction of streets, utilities, parks, playgrounds and
7 other public improvements necessary for carrying out in the project area the
8 redevelopment plan;

9 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code,
10 upon specific findings, a redevelopment agency may, with the consent of the legislative
11 body, pay all or a part of the value of the land for and the cost of the installation and
12 construction of any building, facility, structure or other improvement that is publicly
13 owned either within or without the project area;

14 **WHEREAS**, the COUNTY has requested AGENCY financial assistance for ten
15 (10) out of a total of twenty-six (26) roadway improvement locations in the community of
16 Mesa Verde. AGENCY financial assistance will be limited to the following roadway
17 locations: Blythe Way from Mesa Drive to Citrus Drive; Palowalla Road from Mesa Drive
18 to Citrus Drive; Green Street from Mesa Drive to Lemon Drive; Mesa Drive from Blythe
19 Way to Bellwood Drive; Bellwood Drive from Mesa Drive to 425 feet westerly of Mesa
20 Drive; Orange Drive from Green Street to Blythe Way; Lemon Drive from Green Street
21 to Blythe Way; Lime Drive from Blythe Way to 280 feet southerly of Blythe Way; Citrus
22 Drive from Blythe Way to 300 feet southerly of Blythe Way; and Secondary Access
23 Road from Mesa Drive to Seeley Avenue within the Community, hereinafter Project;

24 **WHEREAS**, the Project will benefit the PROJECT AREA and Community by
25 providing sound driving surfaces and eliminating physical blighting conditions of the
26 existing asphalt roadways for residents within the PROJECT AREA and meets a
27 primary objective of the PLAN;

1 **WHEREAS**, the Project is consistent with the PLAN and the current Blythe
2 Redevelopment Project No. 1 Implementation Plan; and

3 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for AGENCY
4 approved costs of the Project and COUNTY agrees to undertake Project;

5 **NOW, THEREFORE**, in consideration of the covenants, conditions and
6 provisions contained herein, the Parties hereto do hereby agree as follows:

7 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is
8 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for the
9 actual costs associated with the design, construction, construction management and
10 construction inspection services of the Project by COUNTY.

11 **SECTION 2. Location of the Project.** The Project is located on ten (10)
12 roadway segments in the unincorporated community of Mesa Verde, as more
13 specifically detailed in Exhibit A, which is attached hereto and made a part hereof by
14 this reference.

15 **SECTION 3. Scope of Work.** The work to be performed by COUNTY includes
16 project management, field design, construction survey, construction and construction
17 management services for approximately five and one half miles of roadway
18 improvements, as outlined in Exhibit B, which is attached hereto and made a part hereof
19 by this reference. The work to be performed does not include the processing and
20 acquisition of road right-of-way that may be needed.

21 **SECTION 4. Construction of the Project.** The construction work will be
22 performed by County of Riverside, Transportation Department either through Force
23 Account or contract. COUNTY shall cause the construction of the Project to be carried
24 out in compliance with all applicable laws, including, but not limited to, all applicable
25 federal and state and local environmental, occupational, safety and health standards;
26 nondiscrimination requirements; accessibility for the disabled; and prevailing wage laws.

27 **SECTION 5. Payment.** AGENCY shall reimburse COUNTY for the actual cost
28 of the improvements for an amount not to exceed two million (\$2,000,000.00) dollars

1 which shall constitute the full and complete financial obligation of the AGENCY. Said
2 amount shall include, but is not limited to, all of COUNTY's charges for project
3 management, field design, construction survey, construction, and construction
4 management services.

5 COUNTY shall invoice AGENCY monthly for the work performed during the prior
6 month and submit documentation to verify reimbursable expenditures by COUNTY. A
7 written project status report shall also be included with each invoice. Said status report
8 shall provide a description of the work completed that AGENCY is being billed for and
9 the work yet to be performed. Status report shall also indicate the percentage of the
10 project which is completed. The final invoice shall be received by AGENCY within 12
11 months of completion of the construction of the project. After said 12 month period,
12 AGENCY will reprogram any remaining funds.

13 In addition, COUNTY will ensure that the contractor(s) to whom the contract is
14 awarded and any sub-contractor(s) under him shall pay not less than the specified
15 prevailing wage rate of wages as determined by the general prevailing wage
16 determination made by the State of California's Director of Industrial Relations, to all
17 workmen employed in the execution of the improvements under this AGREEMENT.
18 COUNTY further agrees to ensure that each contractor(s) and any subcontractor(s)
19 shall keep an accurate record showing the name, occupation and actual per diem
20 wages paid to each workman employed by him in connection with the work performed
21 under this AGREEMENT. The records shall be kept open at all reasonable hours to the
22 AGENCY for inspection for a period of no less than seven years from completion of the
23 Project.

24 **SECTION 6. Permits.** COUNTY agrees to obtain, secure or cause to be
25 secured any and all permits and/or clearances which may be required by COUNTY or
26 any other federal, state or local governmental or regulatory agency relating to the
27 Project.

28 **SECTION 7. Principal Contact Persons.** The following individuals are hereby

1 designated to be the principal contact persons for their respective parties:
2

3 **AGENCY:** Joaquin Tijerina, Project Manager
4 Redevelopment Agency for the County of Riverside
5 44-199 Monroe St., Suite B, Indio, CA 92201
6 (760) 863-2529
7

8 **RCTD:** Cathy Wampler, Senior Civil Engineer
9 Riverside County Transportation Department
10 4080 Lemon Street, 8th Floor, Riverside, CA 92501
11 (951) 955-6800
12

13 **SECTION 8. Conflict of Interest.** No member, official or employee of AGENCY
14 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor
15 shall any such member, official or employee participate in any decision relating to this
16 AGREEMENT which affects his or her personal interests or the interests of any
17 corporation, partnership or association in which he or she is directly or indirectly
18 interested.

19 **SECTION 9. Interpretation and Governing Law.** This AGREEMENT and any
20 dispute arising there under shall be governed and interpreted in accordance with the
21 laws of the State of California. This AGREEMENT shall be construed as a whole
22 according to its fair language and common meaning to achieve the objectives and
23 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities
24 are to be resolved against the drafting party shall not be employed in interpreting this
25 AGREEMENT, all parties having been represented by counsel in the negotiation and
26 preparation hereof.

27 **SECTION 10. No Third Party Beneficiaries.** This AGREEMENT is made and
28 entered into for the sole protection and benefit of the Parties hereto. No other person or

1 entity shall have any right of action based upon the provisions of this AGREEMENT.

2 **SECTION 11. Indemnification.** Except as to any legal challenge or claim
3 brought by any person or entity questioning the use of redevelopment funds for the
4 purposes set forth herein that is the subject of this AGREEMENT:

5 (i) COUNTY shall indemnify and hold AGENCY, its elected officials,
6 officers, directors, affiliates, agents and employees free and harmless from liability to
7 any person or entity not a party to this AGREEMENT from any damage, loss or injury to
8 person and/or property which primarily relates to or arises from the negligence or willful
9 misconduct of COUNTY, its officers, agents, or employees in the execution or
10 implementation of this AGREEMENT;

11 (ii) AGENCY shall indemnify and hold COUNTY, its officers, agents, or
12 employees free and harmless from any person or entity not a party to this
13 AGREEMENT from any damage, loss or injury to person and/or property which primarily
14 relates to or arises from the negligence or willful misconduct of AGENCY, its elected
15 officials, officers, directors, affiliates, agents, or employees in the execution or
16 implementation of this AGREEMENT.

17 **SECTION 12. Insurance.** COUNTY shall cause COUNTY'S
18 Contractor/Consultant, if any, to maintain in force, until completion and acceptance of
19 the Mesa Verde Paving Project construction contract, a policy of Contractual Liability
20 Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in
21 the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile
22 Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy
23 shall be required which name the AGENCY, its officers, directors, officials, agents and
24 employees as additionally insured. COUNTY shall also require COUNTY'S
25 Contractors/Consultant to maintain Worker's Compensation Insurance. COUNTY shall
26 provide Certificates of Insurance and Additional Insured Endorsements which meet the
27 requirements of this section to AGENCY prior to start of construction.

28 **SECTION 13. Section Headings.** The Section headings herein are for the

1 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
2 any manner affect the scope, meaning or intent of the provisions or language of this
3 AGREEMENT.

4 **SECTION 14. Time Limit.** COUNTY shall complete the work that is the subject
5 of this AGREEMENT within a period of twenty four (24) months after the date of
6 execution of this AGREEMENT. In the event said twenty four (24) month period expires
7 prior to the completion of the work, the terms of this AGREEMENT may be extended
8 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
9 any or all claims or other actions by either party in regard to any breach of this
10 AGREEMENT.

11 **SECTION 15. Project Sign.** COUNTY agrees that AGENCY may place a
12 project sign at the project site identifying the road improvement project as a Riverside
13 County Redevelopment Agency Project.

14 **SECTION 16. Entire Agreement.** This AGREEMENT is intended by the Parties
15 hereto as a final expression of their understanding with respect to the subject matter
16 hereof and as a complete and exclusive statement of the terms and conditions thereof
17 and supersedes any and all prior and contemporaneous agreements and
18 understandings, oral or written, in connection therewith. Any amounts to or clarification
19 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
20 the AGREEMENT.

21 **SECTION 17. Amendments and Modifications.** It is agreed that the rights,
22 interest, understandings, agreements and obligations of the respective parties
23 pertaining to the subject matter of this AGREEMENT may not be amended, modified or
24 supplemented in any respect except by a subsequent written instrument evidencing the
25 express written consent of each of the parties hereto and duly executed by the Parties.

26 **SECTION 18. Successors and Assigns.** This AGREEMENT shall inure to the
27 benefit of, and be binding upon, the successors, executors, administrators, legal
28 representatives and assigns of the Parties hereto.

1 **SECTION 19. Termination.** This AGREEMENT may be terminated upon any of
2 the following events:

3 i) By either COUNTY or AGENCY if the other party breaches any of the
4 material terms of this AGREEMENT, which default is not cured within thirty (30) days
5 following written notice of such default of the defaulting party. If the default is not cured
6 within the thirty (30) day period, the non-defaulting party may terminate this
7 AGREEMENT by giving notice of its decision to do so.

8 ii) In the event that either party becomes insolvent; makes an assignment
9 for the benefit of creditors; becomes the subject of any bankruptcy, reorganization or
10 arrangement proceeding or defaults in any obligation, which default would foreclose
11 such party from exercising its right or prevent it from paying its obligations hereunder,
12 then such action shall be a default hereunder and this AGREEMENT may be terminated
13 by written notice to the defaulting party.

14 iii) By either COUNTY or AGENCY for its convenience and without cause
15 upon thirty (30) days written notice to the other party.

16 Notices shall be sent via U.S. Postal Service registered mail return receipt
17 request, to the individual identified in Section 7, above.

18 **SECTION 20. Remedies.** In the event AGENCY terminates this AGREEMENT
19 under Section 19 (iii) above, AGENCY shall not be entitled to any reimbursement of
20 funds either expended by AGENCY pursuant to this AGREEMENT or paid to COUNTY
21 pursuant to Section 5, above.

22 In the event COUNTY terminates this AGREEMENT under Section 19 (iii) above,
23 COUNTY shall only be entitled to reimbursements for invoices submitted to AGENCY
24 for work completed prior to AGENCY receiving the thirty (30) days written notice.

25 In the event AGENCY terminates this AGREEMENT for COUNTY's failure to
26 perform in accordance with Section 3 above, AGENCY shall be entitled to deny
27 reimbursement to COUNTY for uncompleted tasks as outlined in Section 3 above,
28 unless COUNTY's failure is a result of the following:

1 i) AGENCY breach.

2 ii) Acts of God, fires, accidents or other occurrences beyond the
3 reasonable control of RCTD (whether like or unlike any of these enumerated herein).

4 **IN WITNESS WHEREOF**, AGENCY and COUNTY have executed this
5 AGREEMENT as of the date first above written.

6
7 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
8 **COUNTY OF RIVERSIDE**

9
10
11 _____
12 Jeff Stone, Chairman
13 Board of Directors

11 _____
12 Jeff Stone, Chairman
13 Board of Supervisors

14
15
16 **ATTEST:**
17 Kecia Harper-Ihem, Clerk of the Board

18
19
20 BY: _____
21 Deputy

22
23 **APPROVED AS TO FORM:**
24 Pamela J. Walls, County Counsel

25
26
27 BY: Marsha L. Victor 5/12/09
28 Deputy

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

EXHIBIT A
LOCATION OF PROJECT

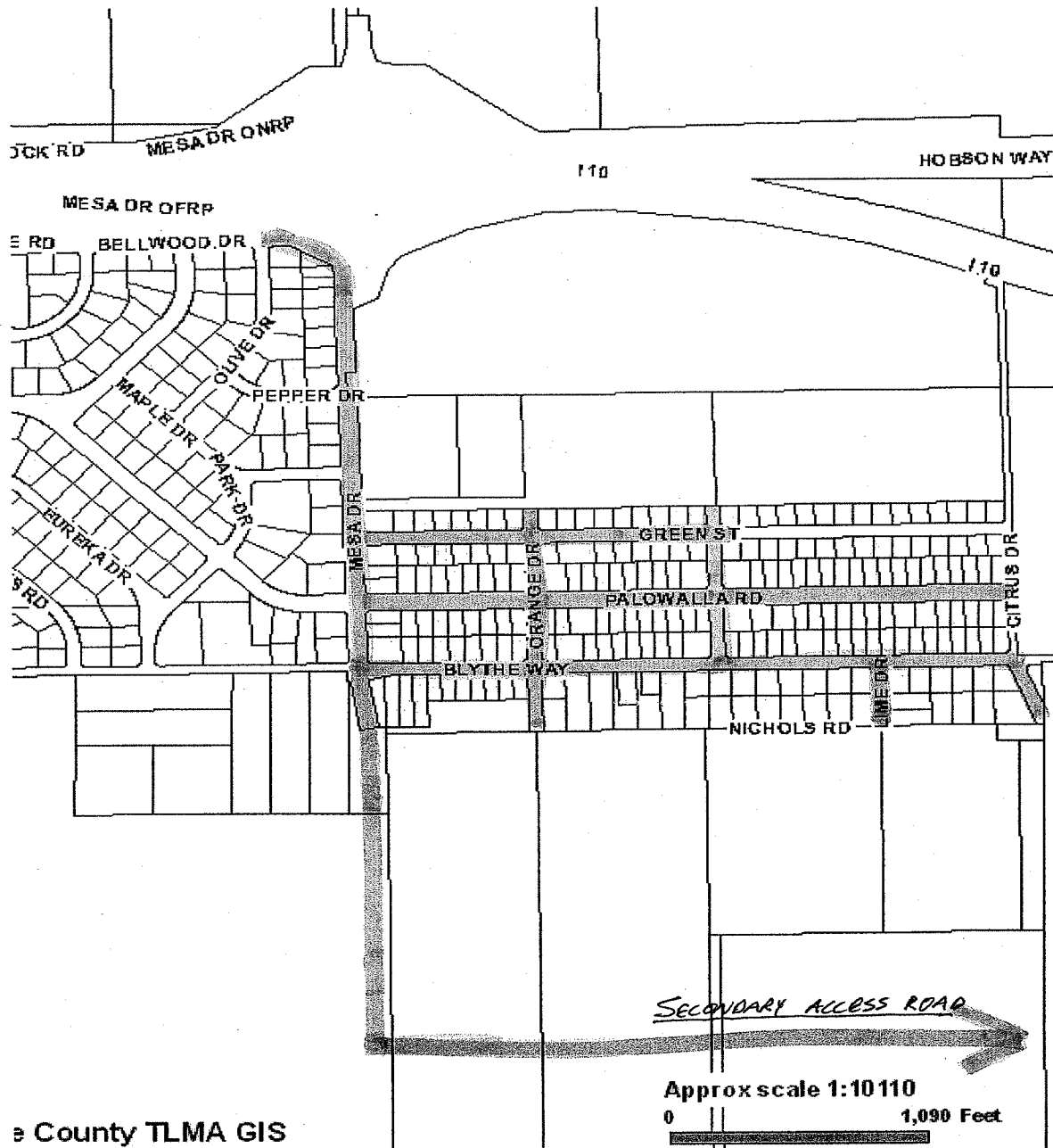


EXHIBIT B

SCOPE OF WORK

Project description: The Project includes the construction of new pavement on the following roadways: Blythe Way from Mesa Drive to Citrus Drive; Palowalla Road from Mesa Drive to Citrus Drive; Green Street from Mesa Drive to Lemon Drive; Mesa Drive from Blythe Way to Bellwood Drive; Bellwood Drive from Mesa Drive to 425 feet westerly of Mesa Drive; Orange Drive from Green Street to Blythe Way; Lemon Drive from Green Street to Blythe Way; Lime Drive from Blythe Way to 280 feet southerly of Blythe Way; Citrus Drive from Blythe Way to 300 feet southerly of Blythe Way; and the construction of a gravel Secondary Access Road from Mesa Drive to Seeley Avenue.

The work does not include the preparation of engineering plans, right of way acquisitions, utility relocations, or environmental clearance beyond a categorical exemption. The full scope of work necessary for the Secondary Access Road will not be determined until the right-of-way status is confirmed.

COUNTY will oversee and/or perform the following tasks associated with the Project for the total sum of \$2,000,000.

Preliminary Survey	0
Design	\$25,000
Environmental	\$10,000
Right of Way	0
Construction	\$1,838,000
Construction Engineering/Inspection	0
Construction Survey	\$127,000
Utility Relocation	<u>0</u>
TOTAL	\$2,000,000