

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

712



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
July 13, 2009

**SUBJECT:** Graffiti Abatement Services for the City of Wildomar

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

1. Find that providing graffiti abatement services to the City of Wildomar is necessary to effectuate the purpose of the redevelopment plan for the Project Area 1-1986, Amendment No. 1, Lakeland Village/Wildomar Sub-Area ("Project Area") and will assist with the elimination of blight within the Project Area; and
2. Approve and authorize the Chairman to execute the attached agreement between the Redevelopment Agency ("Agency") and the City of Wildomar ("City") for providing graffiti abatement services by Agency within City's jurisdictional boundaries that are located inside and outside the Project Area.

**BACKGROUND:** (Background on next page)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 30,500	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09-10

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Project Area 1-1986 Redevelopment Funds – Lakeland Village-Wildomar Sub-Area and City of Wildomar funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 7/13/09  
Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy  
 Dept't Recomm.:  
 Per Exec. Ofc.:

AG 12 LU 1:25

Prev. Agn. Ref.:

District: 1,

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.11

Graffiti Busters currently provides services to all unincorporated areas of Riverside County. Graffiti abatement services provided by the program within the boundaries of most of the Agency's redevelopment project areas are currently funded with redevelopment funds.

Graffiti abatement activities that are conducted within City limits, but also within the boundaries of County redevelopment project areas are authorized under Health and Safety Code Section 33420.2 ("Code"). The Code provides that the Agency may, within a project area, take any actions that the agency determines are necessary to remove graffiti from public or private property upon making a finding that, because of the magnitude and severity of the graffiti within the project area, the action is necessary to effectuate the purpose of the redevelopment plan and assist with the elimination of the blight. It has been determined that utilizing redevelopment funds to eliminate graffiti in the project area within City of Wildomar limits to implement the redevelopment plan will assist in the elimination of blight within the project area.

The estimated cost associated with this service is \$8,500 for Fiscal Year 2009-2010.

Additionally, the City of Wildomar has expressed interest in contracting with the Agency to provide graffiti abatement service throughout the remainder of the City at the City's cost. The estimated cost to the City will be \$22,000 for Fiscal Year 2009-2010, and will be billed quarterly based on actual expenses incurred.

Redevelopment Agency staff recommends approval of the attached agreement between the Agency and the City of Wildomar for providing graffiti abatement services through the Graffiti Busters program within the boundaries of the City inside and outside the Project Area.

**AGREEMENT BY AND BETWEEN**  
**THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**AND THE CITY OF WILDOMAR FOR GRAFFITI ABATEMENT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate and politic in the State of California ("AGENCY"), and the City of Wildomar, California ("CITY").

**RECITALS**

- A. **WHEREAS**, the AGENCY is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers pursuant to the provisions of the California Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000, et seq.); and
- B. **WHEREAS**, CITY was officially established on July 1, 2008 and has requested that the AGENCY provide graffiti abatement services to it on a contract basis; and
- C. **WHEREAS**, the County of Riverside has adopted by Ordinance Number 793 the redevelopment plan for Project Area 1-1986, Amendment No. 1, Lakeland Village/Wildomar Sub-Area ("PROJECT AREA") ; and
- D. **WHEREAS**, portions of the CITY, as shown on Attachment A, are located within the boundaries of the PROJECT AREA; and
- E. **WHEREAS**, CITY desires to contract with AGENCY to provide graffiti abatement services within CITY'S jurisdictional boundaries located inside and outside the PROJECT AREA beginning July 1, 2009; and
- F. **WHEREAS**, Health and Safety Code Section 33420.2 provides that AGENCY may, within a project area, take any actions that the agency determines are necessary to remove graffiti from public or private property upon making a finding that, because of the magnitude and

severity of the graffiti within the project area, the action is necessary to effectuate the purpose of the redevelopment plan and assist with the elimination of the blight; and

G. **WHEREAS**, providing graffiti abatement services by AGENCY within the PROJECT AREA is necessary to effectuate the purpose of the PROJECT AREA's redevelopment plan and will assist with the elimination of blight because the graffiti is severe and excess within the PROJECT AREA; and

H. **WHEREAS**, AGENCY and CITY desire to define herein the terms and conditions under which the AGENCY will provide graffiti abatement services to the CITY within CITY'S jurisdictional boundaries located inside and outside the PROJECT AREA.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

#### **SECTION 1 – SCOPE OF SERVICES**

1. CITY staff shall direct graffiti abatement complaints to AGENCY, either through the Graffiti Busters telephone hotline at (951) 955-3333 or **(866) 732-1444** (toll free), or the Graffiti Busters web site at <http://www.rcgraffitibusters.com>. Referrals shall include location, cross streets, and any additional information required to locate the graffiti.
2. AGENCY shall provide graffiti abatement services within the CITY'S jurisdictional boundaries located inside and outside the PROJECT AREA ("Service Area") as shown on Attachment A. Graffiti abatement services may include, but are not limited to: removal of all graffiti at reported locations, including words, pictures, and any general defacement of property; paint matching, painting, pressure washing, and other appropriate methods of removal; and monitoring and sweeps of areas located within the Service Area. Frequency of monitoring and sweep activities will be determined by AGENCY, based on scheduling and time constraints.
3. All information and data that is existing and available to CITY and necessary for

carrying out the work described above shall be furnished to AGENCY without charge by CITY.

4. Prior to performing graffiti abatement services on private property within the Service Area, AGENCY shall obtain consent from the property owners to enter and remove graffiti from the private property.

## **SECTION 2 – COST OF SERVICES**

1. AGENCY shall fund the graffiti abatement services provided by AGENCY to the CITY within the PROJECT AREA. Providing the graffiti abatement services to the CITY will assist the AGENCY in effectuating the purpose of the PROJECT AREA's redevelopment plan and assist in the elimination of blight within the PROJECT AREA.

2. CITY shall fund the graffiti abatement services provided by AGENCY to the CITY outside the PROJECT AREA, but within the CITY's jurisdictional boundaries.

a. CITY shall pay the AGENCY an hourly rate for the above services as set by the AGENCY's Board of Directors. The current hourly rate for FY 09-10 is \$127.31.

b. AGENCY shall submit an invoice to CITY within ten (10) days from the last date of each quarter, unless no charges were incurred for the quarter. All billings shall list the location of graffiti that was removed by street address and/or general location description (i.e. wall in alley between A and B streets).

c. CITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

## **SECTION 3 - STANDARDS OF PERFORMANCE.**

1. AGENCY represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. AGENCY shall at all times faithfully,

competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, AGENCY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of AGENCY under this Agreement.

2. The AGENCY shall comply with all applicable laws, ordinances and codes of the federal, state and local governments while performing the services described herein in a good, skillful, and professional manner.

#### **SECTION 4 – INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of AGENCY's work under this Agreement, either during performance or when completed. CITY shall reject work by providing within 5 days of the inspection a timely written explanation, otherwise AGENCY's work shall be deemed to have been accepted.

#### **SECTION 5 - INDEPENDENT CONTRACTOR.**

1. CITY retains AGENCY on an independent contractor basis. AGENCY is not, and shall not be considered to be in any manner, an employee, agent or representative of the CITY. Personnel performing the services under this Agreement on behalf of AGENCY shall at all times be under AGENCY's exclusive direction and control. AGENCY shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. AGENCY shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance.

2. AGENCY shall have no authority to bind CITY in any manner, nor to incur any

obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CITY.

#### **SECTION 6 – TERM**

This Agreement shall become effective upon approval of the Board of Directors of the Redevelopment Agency for the County of Riverside and upon approval of the City Council for the CITY. This agreement shall remain in force until June 30, 2010.

By mutual written agreement this Agreement may be extended for up to an additional twelve (12) months subject to mutual agreement on the services to be provided under this Agreement.

#### **SECTION 7 – TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice to the other party. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

#### **SECTION 8 - INDEMNIFICATION**

1. The AGENCY shall indemnify, defend, and hold harmless the CITY, its officials, officers, employees and agents from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of the AGENCY arising out of or in connection with the performance of the duties and obligations under this Agreement including, without limitation the payment of attorney's fees.

2. The CITY shall indemnify, defend, and hold harmless the AGENCY, its officials, officers, employees and agents from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to

any negligent acts, omissions or willful misconduct of the CITY arising out of or in connection with the performance of the duties and obligations under this Agreement including, without limitation the payment of attorney's fees.

#### **SECTION 9 – WAIVER OF SUBROGATION**

As respects to Workers Compensation coverage, AGENCY shall waive its rights to subrogate against CITY, its officers, officials, employees and volunteers.

#### **SECTION 10 – ENTIRE AGREEMENT**

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

#### **SECTION 11 - SEVERABILITY.**

Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

#### **SECTION 12 - MINISTERIAL ACTS.**

The AGENCY Executive Director or designee(s) are authorized to take such ministerial actions, including ministerial amendments, as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by AGENCY.

#### **SECTION 13 - AMENDMENTS AND MODIFICATIONS.**

Any change, extension or modification, which is mutually agreed upon by the AGENCY

and CITY shall be incorporated in written amendments to this Agreement. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of all parties.

**SECTION 14 - ASSIGNMENT.**

The Parties shall not make any assignment or transfer in any form with respect to this Agreement, without prior written approval of both Parties. Any assignment or purported assignment of this Agreement by the parties without the prior written consent of the other party will be deemed void and of no force or effect.

**SECTION 15 - INTERPRETATION AND GOVERNING LAW.**

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

**SECTION 16 - WAIVER.**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**SECTION 17 - JURISDICTION AND VENUE.**

Any action at law or in equity arising under this Agreement or brought by a party hereto

for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

**SECTION 18- INCORPORATION OF RECITALS AND ATTACHMENTS.**

The recitals and any attachments are incorporated into this Agreement by this reference.

**SECTION 19 – NOTICES**

Any notices required or permitted to be sent pursuant to either party shall be deemed given when deposited in the U.S. Mail, postage prepaid and mailed, addressed as follows, or upon personal delivery:

Redevelopment Agency for the  
County of Riverside  
P.O. Box 1180  
Riverside, CA 92502-9985  
Attention: Tina English,  
Redevelopment Director

City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595  
Attention: John Danielson,  
City Manager

(Signatures on Following Page)

**IN WITNESS WHEREOF**, the AGENCY and CITY have executed this Agreement as of the date shown below.

AGENCY

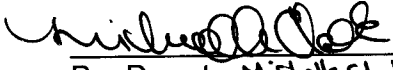
CITY

\_\_\_\_\_ Dated: \_\_\_\_\_  
Jeff Stone  
Chairman, Redevelopment Agency  
Board of Directors

\_\_\_\_\_ Dated: \_\_\_\_\_  
Scott Farnam  
Mayor, City of Wildomar

APPROVED AS TO FORM:  
Pamela J. Walls  
Agency Counsel

APPROVED AS TO FORM:  
Julie Hayward Biggs  
City Attorney

 Dated: 7/13/09  
By: Deputy Michelle Clark

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:  
CLERK OF THE BOARD:

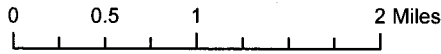
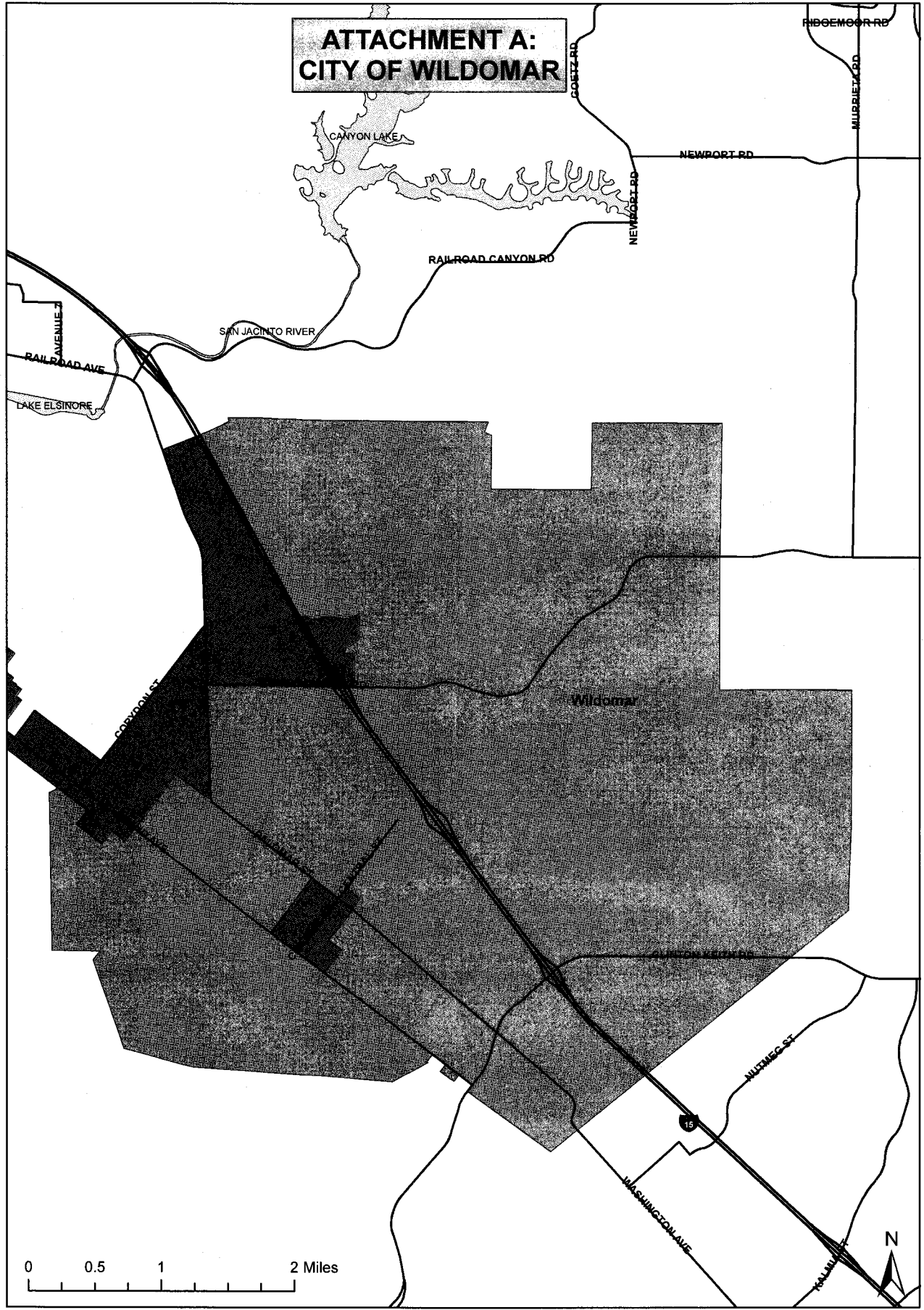
ATTEST:  
CITY CLERK:

By: \_\_\_\_\_  
Kecia Harper-Ihem

By: \_\_\_\_\_  
Sheryll Schroeder

(SEAL)

# ATTACHMENT A: CITY OF WILDOMAR



<b>Legend</b>	
Redevelopment Project Area 1-1986	Wildomar
Lakeland Village/Wildomar Sub Area	Water Bodies
Highways	Major Roads

This map was made by the Riverside County Economic Development Agency using Geographic Information System (GIS) technology. The map data was provided by the Auditor and the Transportation and Land Management Agency. The County of Riverside does not warrant the accuracy or completeness of the information contained in this map. Data and information contained in this map shall be used for general informational purposes only. This map and its contents are not intended to be used for any other purpose.