

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

723<sup>c</sup>



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
October 22, 2009

**SUBJECT:** Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Revitalization Project.

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

1. Find the following in accordance with Section 33445 of the Health and Safety Code:
  - a) The Mecca Downtown Street Revitalization Project is of benefit to the Desert Communities Project Area (Sub-Area Mecca) because it will provide necessary infrastructure improvements within the community; and

Recommend Motions Continued on Page 2

RF:CC:AR:LR

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Robert Field  
Executive Director

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 2,735,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes**

**SOURCE OF FUNDS:** Redevelopment Agency – Desert Communities Project Area (100%)

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

- Dep't Recomm.:  Consent
- Per Exec. Ofc.:  Consent
- Policy  Policy

Prev. Agn. Ref.: 11.4.08 #3.17 & 4.2,  
1.8.08 #9.9, 4.16.06 #4.2, 12.21.04 4.1

District: 4th

Agenda Number:

4.3

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 10/22/09  
Departmental Concurrence

RECOMMENDED MOTION (continued):

- b) No other reasonable means of project financing is available to the community; and
  - c) The proposed improvements will eliminate physical blight and provide essential public facilities within the community; and
  - d) The proposed improvements are consistent with the Redevelopment Implementation Plan for the Desert Communities Project Area which identifies road infrastructure as a necessary improvement for the Mecca Community; and
2. Approve and authorize the Chairman to execute the Reimbursement Agreement by and between the Redevelopment Agency and the County of Riverside.

BACKGROUND:

The community of Mecca and the County of Riverside have identified certain improvements that are needed in the Mecca Downtown Area, including sidewalk improvements that are a priority for this pedestrian intensive community.

The Mecca Downtown Street Revitalization project will include the construction of approximately seven miles of street, sidewalk, curb and gutter, and street light improvements for streets. The proposed improvements will increase pedestrian safety by providing sidewalks and upgraded street lighting, and will improve driving and drainage conditions through the reconstruction of street pavement and the installation of curb and gutter.

The streets and their limits include:

66<sup>th</sup> Avenue from Hammond Road to Frank J. Valdovino Road  
2<sup>nd</sup> Street from Hammond Road to Home Avenue  
3<sup>rd</sup> Street from Hammond Road to Frank J. Valdovino Road  
4<sup>th</sup> Street from Hammond Road to Frank J. Valdovino Road  
5<sup>th</sup> Street from Lincoln Street to Frank J. Valdovino Road  
6<sup>th</sup> Street from Lincoln Street to Dale Kiler Road  
7<sup>th</sup> Street from Date Palm Street to Dale Kiler Road  
Hammond Road from 5<sup>th</sup> Street to south of 66<sup>th</sup> Avenue  
Lincoln Street from 5<sup>th</sup> Street to 7<sup>th</sup> Street  
Coahuilla Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue  
Date Palm Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue  
Brown Street from 66<sup>th</sup> Avenue to 6<sup>th</sup> Street  
Dale Kiler Road from 66<sup>th</sup> Avenue to 7<sup>th</sup> Street  
Home Avenue from 66<sup>th</sup> Avenue to 5<sup>th</sup> Street  
Frank J. Valdovino Road from south of 3<sup>rd</sup> Street to 5<sup>th</sup> Street

The project was found exempt from CEQA on November 4, 2008 BOD Item 4.2.

Section 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. The attached reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside will provide funds for the Transportation Department to perform certain project management and design services for the above listed streets.

It is intended that the project will be constructed in four phases. The first phase of construction will include the following two streets:

2<sup>nd</sup> Street from Hammond Road to Home Avenue  
Hammond Road from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street

The attached reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside will also provide funds for the Transportation Department to perform construction and construction management services for the first phase of construction of the Mecca Streets Revitalization Project.

The funding for future phases of construction will be handled through separate reimbursement agreements between the Riverside County Redevelopment Agency and the County of Riverside. A project to construct a roundabout at the intersection of Hammond Road and 4<sup>th</sup> Street in the community of Mecca is a separate project funded through CMAQ and Redevelopment Agency funds, and is not part of this reimbursement agreement.

Agency staff recommends that the Board of Directors make the required findings and approve the reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Street Revitalization Project.

County Counsel has reviewed and approved the Agreement as to form.

Attachment: Reimbursement Agreement

1                                   **REIMBURSEMENT AGREEMENT**  
2                                   **BY AND BETWEEN THE**  
3                                   **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
4                                   **AND THE COUNTY OF RIVERSIDE**  
5                                   **FOR THE MECCA STREETS REVITALIZATION PROJECT**  
6  
7

8                   **THIS REIMBURSEMENT AGREEMENT**, hereinafter **AGREEMENT**, is entered  
9 into on this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Redevelopment  
10 Agency for the County of Riverside, a public body corporate and politic in the State of  
11 California, hereinafter **AGENCY**, and the County of Riverside, by and through its  
12 Transportation Department, hereinafter **COUNTY**, hereinafter collectively referred to as  
13 the Parties.

14                                   **WITNESSETH**

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

19                   **WHEREAS**, the Riverside County Board of Supervisors has adopted by  
20 Ordinance No. 638 on December 23, 1986, and amended by Ordinance No. 786  
21 adopted May 11, 1999, a redevelopment plan ("Redevelopment Plan") for an area within  
22 the County known as the Mecca Sub-Area of the Desert Communities Redevelopment  
23 Project Area (hereinafter "**PROJECT AREA**"); and

24                   **WHEREAS**, the Redevelopment Plan for the **PROJECT AREA** was adopted in  
25 order to eliminate blight and revitalize the substandard physical and economic  
26 conditions that exist within the **PROJECT AREA**; and

27                   **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code  
28 a redevelopment agency may cause, provide to undertake or make provision with other

1 agencies for the installation, or construction of streets, utilities, parks, playgrounds and  
2 other public improvements necessary for carrying out the Redevelopment Plan in the  
3 PROJECT AREA; and

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

7 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great  
8 need within the PROJECT AREA for street improvements, including reconstructed  
9 asphalt pavement, curb, gutter, sidewalk and street lights, for approximately seven (7)  
10 miles of streets within the downtown community of Mecca; and

11 **WHEREAS**, the Project will benefit the PROJECT AREA by providing improved  
12 roadways, sidewalks and street lighting, which will improve pedestrian safety and which  
13 will improve drainage within the PROJECT AREA and meets a primary objective of the  
14 Redevelopment Plan; and

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

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

19 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is  
20 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for the  
21 actual costs associated with the project management, design and construction of the  
22 Project by COUNTY as described herein.

23 **SECTION 2. Location of the Project.** The Project is located within the  
24 downtown community of Mecca, as more specifically detailed in Exhibit A, which is  
25 attached hereto and made a part hereof by this reference.

26 **SECTION 3. Scope of Work.** The work to be performed by COUNTY under  
27 this Agreement includes project management and design services for roadway  
28 improvements on fifteen streets in the downtown Mecca area. Those streets and their

1 limits include:

2 66<sup>th</sup> Avenue from Hammond Road to Frank J. Valdovino Road

3 2<sup>nd</sup> Street from Hammond Road to Home Avenue

4 3<sup>rd</sup> Street from Hammond Road to Frank J. Valdovino Road

5 4<sup>th</sup> Street from Hammond Road to Frank J. Valdovino Road

6 5<sup>th</sup> Street from Lincoln Street to Frank J. Valdovino Road

7 6<sup>th</sup> Street from Lincoln Street to Dale Kiler Road

8 7<sup>th</sup> Street from Date Palm Street to Dale Kiler Road

9 Hammond Road from 5<sup>th</sup> Street to south of 66<sup>th</sup> Avenue

10 Lincoln Street from 5<sup>th</sup> Street to 7<sup>th</sup> Street

11 Coahuilla Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue

12 Date Palm Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue

13 Brown Street from 66<sup>th</sup> Avenue to 6<sup>th</sup> Street

14 Dale Kiler Road from 66<sup>th</sup> Avenue to 7<sup>th</sup> Street

15 Home Avenue from 66<sup>th</sup> Avenue to 5<sup>th</sup> Street

16 Frank J. Valdovino Road from south of 3<sup>rd</sup> Street to 5<sup>th</sup> Street

17 The work to be performed by COUNTY also includes the construction and  
18 construction management for a portion of the streets referred to as Phase 1. The  
19 Phase 1 street limits are as follows:

20 2<sup>nd</sup> Street from Hammond Road to Home Avenue

21 Hammond Road from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street

22 The scope of work to be performed by the COUNTY only includes the  
23 construction and construction management of the streets identified within this  
24 AGREEMENT. The construction and construction management of the remainder  
25 streets in the project will be handled by separate reimbursement agreement(s) between  
26 the Parties.

27 The scope of work does not include the project management, design and  
28 construction of the Mecca Roundabout, which is proposed at the intersection of

1 Hammond Road and 4<sup>th</sup> Street. The project management, design and construction of  
2 the Mecca Roundabout will be handled by separate reimbursement agreement(s)  
3 between the Parties.

4 The scope of work to be performed by the COUNTY does not include right-of-  
5 way engineering or acquisition of rights-of-way. Right-of-way engineering and  
6 acquisition of rights-of-way will be performed by the AGENCY.

7 The scope of work to be performed by the COUNTY does not include payment of  
8 fees for services or for installation of facilities, which would be payable to the Imperial  
9 Irrigation District. Said fees will be paid by the AGENCY directly to the Imperial  
10 Irrigation District.

11 The scope of work of this AGREEMENT is outlined in Exhibit B, which is  
12 attached hereto and made a part hereof by this reference.

13 **SECTION 4. Construction of the Project.** The contractor(s) for the Project are  
14 to be selected by COUNTY. COUNTY shall cause the construction of the Project to be  
15 carried out in compliance with all applicable laws, including, but not limited to, all  
16 applicable federal and state and local environmental, occupational, safety and health  
17 standards; nondiscrimination requirements; accessibility for the disabled; and prevailing  
18 wage laws.

19 **SECTION 5. Payment.** AGENCY shall reimburse COUNTY for the actual cost  
20 of the services and improvements for an amount not to exceed Two Million, Seven  
21 Hundred and Thirty Five Thousand (\$2,735,000.00) dollars which shall constitute the  
22 full and complete financial obligation of the AGENCY. Said amount shall include, but is  
23 not limited to, all of COUNTY's charges for the project management and design of the  
24 Mecca Streets Revitalization Project for all identified streets and for the construction of  
25 the Phase 1 streets, as outlined in SECTION 3 herein.

26 COUNTY shall invoice AGENCY monthly for the work performed during the prior  
27 month and submit documentation to verify reimbursable expenditures by COUNTY. A  
28 written project status report shall also be included with each invoice. Said status report

1 shall provide a description of the work completed that AGENCY is being billed for and  
2 the work yet to be performed. Status report shall also indicate the percentage of the  
3 project which is completed. The final invoice shall be received by AGENCY within 12  
4 months of completion of the project. After said 12 month period, AGENCY will  
5 reprogram any remaining funds.

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

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

21 **SECTION 7. Principal Contact Persons.** The following individuals are hereby  
22 designated to be the principal contact persons for their respective Parties:

23  
24 **AGENCY:** Leah Rodriguez, Project Manager  
25 Redevelopment Agency for the County of Riverside  
26 44-199 Monroe St., Suite B, Indio, CA 92201  
27 (760) 863-2534

28 **RCTD:** Cathy Wampler, Senior Civil Engineer

1 Riverside County Transportation Department  
2 4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501  
3 (951) 955-6803  
4

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

11 **SECTION 9. Interpretation and Governing Law.** This AGREEMENT and any  
12 dispute arising there under shall be governed and interpreted in accordance with the  
13 laws of the State of California. This AGREEMENT shall be construed as a whole  
14 according to its fair language and common meaning to achieve the objectives and  
15 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities  
16 are to be resolved against the drafting party shall not be employed in interpreting this  
17 AGREEMENT, all Parties having been represented by counsel in the negotiation and  
18 preparation hereof.

19 **SECTION 10. No Third Party Beneficiaries.** This AGREEMENT is made and  
20 entered into for the sole protection and benefit of the Parties hereto. No other person or  
21 entity shall have any right of action based upon the provisions of this AGREEMENT.

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

25 (i) COUNTY shall indemnify and hold AGENCY, its elected officials,  
26 officers, directors, affiliates, agents and employees free and harmless from liability to  
27 any person or entity not a party to this AGREEMENT from any damage, loss or injury to  
28 person and/or property which primarily relates to or arises from the negligence or willful

1 misconduct of COUNTY, its officers, agents, or employees in the execution or  
2 implementation of this AGREEMENT;

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

9 **SECTION 12. Insurance.** COUNTY shall cause COUNTY's  
10 Contractor/Consultant to maintain in force, until completion and acceptance of Phase 1  
11 of the Mecca Downtown Street Revitalization Project construction contract, a policy of  
12 Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property  
13 Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a  
14 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.  
15 Endorsements to each policy shall be required which name the AGENCY, its officers,  
16 directors, officials, agents and employees as additionally insured. COUNTY shall also  
17 require COUNTY's Contractors/Consultant to maintain Worker's Compensation  
18 Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured  
19 Endorsements which meet the requirements of this section to AGENCY prior to start of  
20 construction.

21 **SECTION 13. Section Headings.** The Section headings herein are for the  
22 convenience of the Parties only and shall not be deemed to govern, limit, modify or in  
23 any manner affect the scope, meaning or intent of the provisions or language of this  
24 AGREEMENT.

25 **SECTION 14. Time Limit.** COUNTY shall complete the work that is the subject  
26 of this AGREEMENT within a period of thirty-six (36) months after the date of execution  
27 of this AGREEMENT. In the event said thirty-six (36) month period expires prior to the  
28 completion of the work, the terms of this AGREEMENT may be extended upon written

1 consent of Parties. Nothing in this Section shall be deemed a waiver of any or all claims  
2 or other actions by either party in regard to any breach of this AGREEMENT.

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

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

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

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

21       **SECTION 19. Termination by Agency.** Agency shall have the right to  
22 terminate this Agreement in the event RCTD fails to perform, keep or observe any of its  
23 duties or obligations hereunder; provided however, that RCTD shall have thirty (30)  
24 days in which to correct such breach or default after written notice thereof has been  
25 served on it by Agency.

26       **SECTION 20. Termination by RCTD.** RCTD shall have the right to terminate  
27 this Agreement in the event Agency fails to perform, keep or observe any of its other  
28 duties or obligations hereunder; provided however, that Agency shall have thirty (30)

1 days in which to correct such breach or default after written notice thereof has been  
2 served on it by RCTD.

3

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

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12 Jeff Stone, Chairman  
13 Board of Directors

Jeff Stone, Chairman  
Board of Supervisors

14

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

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor 10/22/09  
MARSHA L. VICTOR DATE

17

18 BY: \_\_\_\_\_  
19 Deputy

20

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

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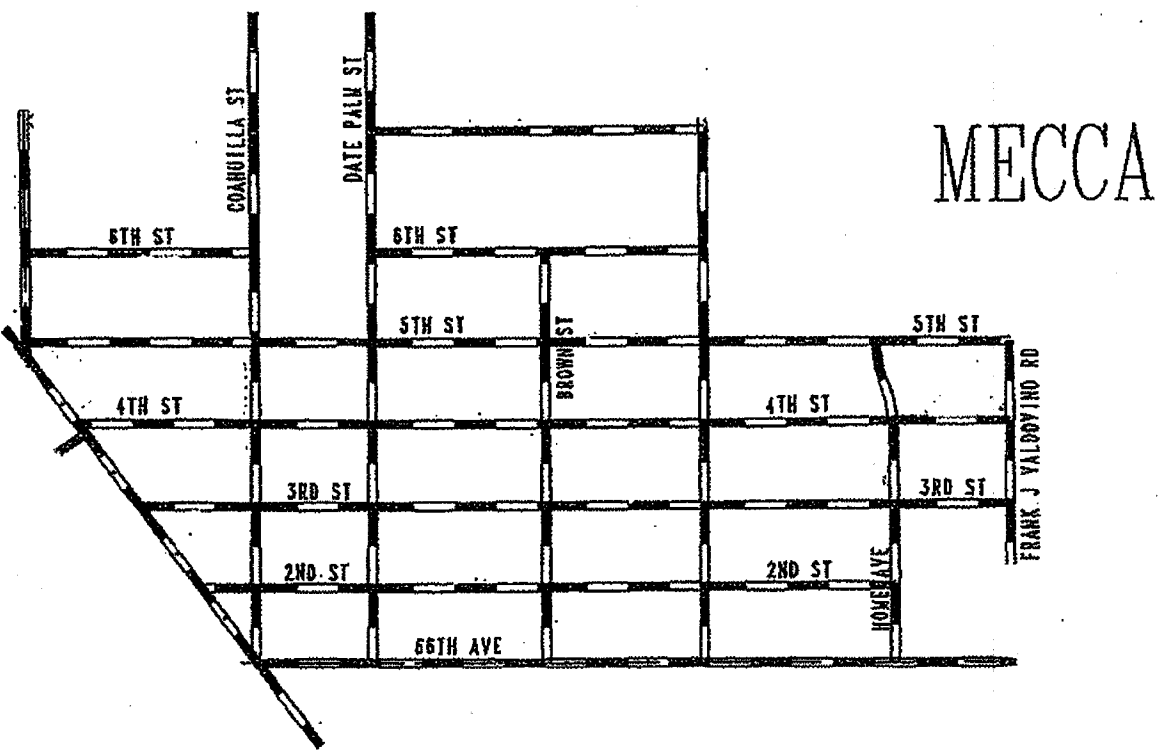
25 BY: Michelle Clack 10/22/09  
26 Deputy Michelle Clack

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**EXHIBIT A**  
**LOCATION OF PROJECT**



1 **EXHIBIT B**

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3 **SCOPE OF WORK**

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5 The scope of work includes the following tasks for the project management and  
6 design of the Mecca Streets Revitalization Project for all identified streets and for the  
7 construction of the Phase 1 streets, as outlined in SECTION 3 of the AGREEMENT.  
8

9

10 Preliminary Survey	\$0
11 Design	\$383,000
12 Environmental	\$81,000
13 Right of Way	\$0
14 Construction (with 15% contingency)	\$1,991,000
15 Construction Engineering/Inspection	\$180,000
16 Construction Survey	\$100,000
17 Utility Relocation/Installation	<u>\$0</u>
18 SUBTOTAL	\$2,735,000

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