

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

613C



**SUBMITTAL DATE:**  
December 15, 2009

**FROM:** Redevelopment Agency

**SUBJECT:** Mead Valley Road Improvement Project – Phase 3

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

1. Make the following findings:
  - a. The proposed road improvement project will benefit the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area ("Project Area") by providing paved roadways for the community;
  - b. The proposed project will eliminate physical blight within the Project Area by paving several existing dirt roads;
  - c. No other reasonable means of financing the project is available due to limited funds for transportation facilities;
  - d. The improvements are consistent with the Implementation Plan for the Project Area, which identifies roads as a needed public improvement, and

(Continued)

*Robert Field*

Robert Field  
Executive Director

**FINANCIAL DATA**

|                               |              |                         |       |
|-------------------------------|--------------|-------------------------|-------|
| Current F.Y. Total Cost:      | \$ 2,441,350 | 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:** I-215 Corridor Redevelopment Project Area Capital Improvement Funds-Mead Valley Sub-Area

|                                  |                          |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote                | <input type="checkbox"/> |

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

APPROVE

*[Signature]*  
Jennifer Sargent

**County Executive Office Signature**

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

Prev. Agn. Ref.: 7/1/08 4.1, 7/31/07 4.3

District: 1

Agenda Number:

4.1

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* KATHERINE A. LIND  
DATE: 12/29/09

Departmental Concurrence

2. Approve and authorize the Chairman to execute the attached Agreement providing \$2,441,350 in redevelopment funds for Phase 3 of the Mead Valley Road Improvement Project.

**BACKGROUND:**

RDA staff has been working cooperatively with staff members of the Transportation Department to develop a road improvement plan that would assist in the elimination of blight and revitalize the substandard physical and economic conditions that exist within the Mead Valley community. This project will assist in eliminating blighted conditions by providing the necessary road improvements that will improve roadway conditions for the community. Many roads are in need of improvements and a priority has been developed to address this need. Phase 2 of this plan was approved by the Board of Supervisors on July 1, 2008 and included the improvement of ten dirt roads. All roads in Phase 2 have been improved, therefore the following roads are recommended for improvement in Phase 3:

- 1) Oleander Street from Alexander Street to Melvin Way;
- 2) Woodward Street from Alexander Street to Elizabeth Street;
- 3) Shortridge Avenue from Clark Street to Haines Street;
- 4) Bailey Street from Alexander Street to Elizabeth Street;
- 5) Corson Avenue from Carroll Street to Day Street;
- 6) Kuder Avenue from Carroll Street to Day Street;
- 7) Hawthorne Avenue from Clark Street Easterly 2,000 feet;
- 8) Wells Street from Alexander Street to Brown Street; and,
- 9) Oakwood Street from Clark Street to Carroll Street.

The Transportation Department has determined that the project qualifies for an exemption under CEQA Section 15301 (c). The project consists of paving nine existing dirt roads. The project will require no widening or very minor widening, minor changes to the vertical or horizontal profiles and no changes to existing drainage patterns or access control. The project will involve negligible expansion beyond the roads' existing use. Paving existing dirt roads has also been determined to be exempt from the provisions of the MSHCP as an operation and maintenance activity. The impacts associated with the project are limited to construction-related noise, dust, erosion control and traffic control. These impacts are routinely addressed by standard construction practices that are considered part of the project. A Notice of Exemption has been prepared and will be posted with the County Clerk once the project is approved.

Staff recommends that the Board of Directors approve the agreement between the Redevelopment Agency and the Transportation Department and make the recommended findings so the Agency can proceed with funding the project. The work will be done by the Transportation Department using its Force Account construction crews.



1           **WHEREAS**, the improvement of the nine roads as set forth herein is exempt from the  
2 California Environmental Quality Act (hereinafter referred to as "CEQA") pursuant to Section  
3 15301(c) of the CEQA Guidelines because the improvement consists of repairing existing  
4 highways and streets, sidewalks, gutters and similar facilities that involves negligible or no  
5 expansion of the existing use.

6           **NOW, THEREFORE**, for the mutual promises contained herein, the parties hereto do  
7 hereby agree as follows;

8           **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to assist in  
9 eliminating blight in the Mead Valley Sub Area of the Project Area by improving the following  
10 nine (9) dirt roads; 1) Oleander Street from Alexander Street to Melvin Way, 2) Woodward  
11 Street from Alexander Street to Elizabeth Street, 3) Shortridge Avenue from Clark Street to  
12 Haines Street, 4) Bailey Street from Alexander Street to Elizabeth Street, 5) Corson Avenue from  
13 Carroll Street to Day Street, 6) Kuder Avenue from Carroll Street to Day Street, 7) Hawthorne  
14 Avenue from Clark Street Easterly 2,000 feet, 8) Wells Street from Alexander Street to Brown  
15 Street, 9) Oakwood Street from Clark Street to Carroll Street, (hereinafter referred to as the  
16 "Project") and set forth the terms and conditions by which Agency will provide funding for the  
17 Project to be constructed by RCTD.

18           **SECTION 2. Location of the Project.** The project site is located in the unincorporated  
19 community of Mead Valley within the Project Area.

20           **SECTION 3. Scope of Services.** The work to be performed by RCTD shall include the  
21 paving for the following nine (9) dirt roads within the Project Area; 1) Oleander Street from  
22 Alexander Street to Melvin Way, 2) Woodward Street from Alexander Street to Elizabeth Street,  
23 3) Shortridge Avenue from Clark Street to Haines Street, 4) Bailey Street from Alexander Street  
24 to Elizabeth Street, 5) Corson Avenue from Carroll Street to Day Street, 6) Kuder Avenue from  
25 Carroll Street to Day Street, 7) Hawthorne Avenue from Clark Street Easterly 2,000 feet, 8)  
26 Wells Street from Alexander Street to Brown Street, and 9) Oakwood Street from Clark Street to  
27 Carroll Street. The Scope of Services also includes scheduling, field coordination, construction  
28 surveys, utility coordination, environmental clearance, inspections, paving, street signs and all  
other miscellaneous services associated with the Project. The Scope of Services does not include  
utility relocations, right-of-way acquisition or environmental mitigation.

1           **SECTION 4. The Contractor**. The contractor(s) for the Project will be RCTD crew  
2 (“the Contractor”).

3           **SECTION 5. Disbursement of Funds**. Agency shall reimburse RCTD for the actual  
4 cost of the Project in the amount not to exceed two million four hundred forty one thousand three  
5 hundred fifty dollars (\$2,441,350). Said amount shall be the maximum amount paid to RCTD  
6 for the Project and shall include, but is not limited to, all of RCTD’s charges for design,  
7 preliminary survey, environmental clearance, design, project management and construction,  
8 pursuant to the Scope of Services set forth in Section 3.

9           RCTD will be reimbursed upon Agency’s receipt of journal vouchers issued by RCTD  
10 for the services specified in this Agreement. A written project status report shall be included  
11 with each journal voucher. Said status report shall provide a description of the work completed.  
12 Any necessary corrections to journal voucher or project status may result in a delay of payment.  
13 All costs incurred for actual work completed by RCTD must be billed to Agency within 6  
14 months from completion of services specified in this Agreement in order to receive payment.  
15 Any journal voucher received after this time will be returned to RCTD without payment and  
16 Agency will reprogram any remaining funds.

17           **SECTION 6. RCTD and Other Governmental Agency Permits**. RCTD agrees to  
18 obtain, secure or cause to be secured any and all permits and/or clearances which may be  
19 required by the County of Riverside or any other federal, state or local governmental or  
20 regulatory agency relating to the Project that is the subject of this Agreement.

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

23           Agency:           Aurelio Aguirre, Regional Manager  
24                               Riverside County Economic Development Agency  
25                               1325 Spruce Street, Suite 400  
26                               Riverside, CA 92507  
                                  (951) 955-8916 Phone  
                                  (951) 955-6686 Fax

27           RCTD:             Juan C. Perez, Director  
28                               Riverside County Transportation Department  
                                  4080 Lemon Street, 8<sup>th</sup> Floor  
                                  P.O. Box 1090  
                                  Riverside, CA 92502-1090  
                                  (951) 955-6803 Phone  
                                  (951) 955-3164 Fax

1           **SECTION 8. Conflict of Interest.** No member, official or employee of Agency or  
2 RCTD shall have any personal interest, direct or indirect, in this Agreement nor shall any such  
3 member, official or employee participate in any decision relating to this Agreement which affects  
4 his or her personal interests or the interests of any corporation, partnership or association in  
5 which he or she is directly or indirectly interested.  
6

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

14           **SECTION 10. No Third-Party Beneficiaries.** This Agreement is made and entered  
15 into for the sole protection and benefit of the parties hereto. No other person or entity shall have  
16 any right of action based upon the provisions of this Agreement.

17           **SECTION 11. Indemnification.** Except as to any legal challenge or claim brought  
18 by any person or entity questioning the use of redevelopment funds for the purposes set forth  
19 herein that is the subject of this Agreement: (i) RCTD shall indemnify and hold Agency, its  
20 officers, agents and employees free and harmless from liability to any person or entity not a party  
21 to this Agreement from any damage, loss or injury to person and/or property which primarily  
22 relates to or arises from the negligence or willful misconduct of the RCTD, its officers, agents, or  
23 employees in the execution or implementation of this Agreement; (ii) Agency shall indemnify  
24 and hold RCTD, its officers, agents, or employees free and harmless from any person or entity  
25 not a party to this Agreement from any damage, loss or injury to person and/or property which  
26 primarily relates to or arises from the negligence or willful misconduct of Agency, its officers,  
27 agents, or employees in the execution or implementation of this Agreement.

28           **SECTION 12. Insurance.** RCTD shall maintain in force, until completion and  
acceptance of the Mead Valley Road Improvement Project, a policy of General Liability  
Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the  
amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability

1 Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required  
2 which name the Agency, its officers, directors, officials, agents and employees as additionally  
3 insured. RCTD shall also maintain Worker's Compensation Insurance. Additionally, RCTD  
4 shall maintain in force, until completion of construction, a policy of Professional Liability  
5 Insurance for all engineering work performed for Project, with a limit of liability of not less than  
6 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. RCTD shall provide copies of  
7 Certificates of Insurance and Additional Insured Endorsements which meet the requirements of  
8 this section to Agency prior to start of construction. It is mutually agreed that Agency is  
9 authorized to accept alternate insurance coverage, in lieu of the above stated requirements, if  
10 approved by the Agency's Risk Management.

11 **SECTION 13. Section Headings.** The Section headings herein are for the convenience  
12 of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the  
13 scope, meaning or intent of the provisions or language of this Agreement.

14 **SECTION 14. Time Limit.** RCTD shall complete the work that is the subject of this  
15 Agreement within a period of twelve (12) months after the date of execution of this Agreement.  
16 In the event said twelve (12) month period expires prior to the completion of the work, the terms  
17 of this Agreement may be extended upon written consent of both parties. Nothing in this Section  
18 shall be deemed a waiver of any or all claims or other actions by either party in regard to any  
19 breach of this Agreement.

20 **SECTION 15. Compliance With Laws And Regulations.** By executing this  
21 Agreement, Agency and RCTD agree to comply with all applicable federal, state and local laws,  
22 regulations and ordinances.

23 **SECTION 16. Assignment And Modification.** This Agreement shall not be assigned,  
24 amended or modified without prior written approval of the Agency and RCTD.

25 **SECTION 17. Waiver.** Failure by a party to insist upon the strict performance of any  
26 of the provisions of this Agreement by the other party, or the failure by a party to exercise its  
27 rights upon the default of the other party, shall not constitute a waiver of such party's right to  
28 insist and demand strict compliance by the other party with the terms of this Agreement  
thereafter.

**SECTION 18. 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

1 remaining provisions shall remain in full force and effect.

2           **SECTION 19. Authority To Execute.** The persons executing this Agreement or  
3 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent  
4 that they have the authority to execute this Agreement and warrant and represent that they have  
5 the authority to bind the respective parties to this Agreement to the performance of its  
6 obligations hereunder.

7           **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties hereto as  
8 a final expression of their understanding with respect to the subject matter hereof and as a  
9 complete and exclusive statement of the terms and conditions thereof and supersedes any and all  
10 prior and contemporaneous agreements and understandings, oral or written, in connection  
11 therewith. Any amounts to or clarification necessary to this Agreement shall be in writing and  
12 acknowledge by all parties to the Agreement.

13           **IN WITNESS WHEREOF,** Agency and RCTD have executed this Agreement as of the  
14 date first above written.

15 **REDEVELOPMENT AGENCY**  
16 **FOR THE COUNTY OF RIVERSIDE**

**COUNTY OF RIVERSIDE**

17  
18 \_\_\_\_\_  
19 Marion Ashley, Chairman Board of Directors

\_\_\_\_\_

Marion Ashley, Chairman Board of Supervisors

20 **ATTEST:**

21 **Clerk of the Board**

22  
23 **By** \_\_\_\_\_  
24 Kecia-Harper Ihem, Clerk of the Board

25 **APPROVED AS TO FORM:**

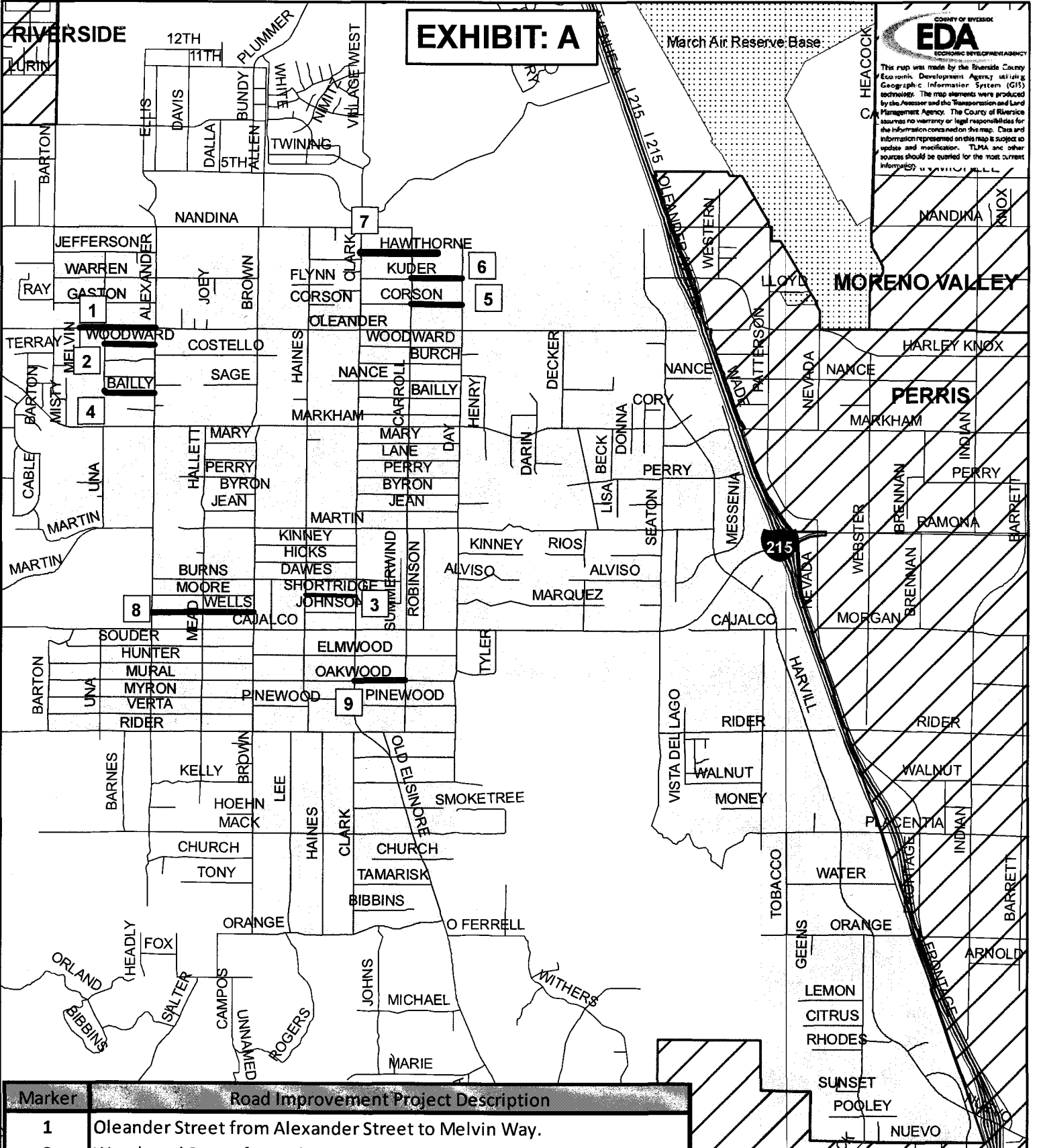
26  
27 \_\_\_\_\_  
28 Pamela J. Walls, County Counsel



# EXHIBIT: A

**EDA**  
ECONOMIC DEVELOPMENT AGENCY

This map was made by the Riverside County Economic Development Agency, utilizing Geographic Information System (GIS) technology. The map elements were produced by the Assessor and the Transportation and Land Management Agency. The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to update and modification. TPLMA and other sources should be queried for the most current information.



| Marker | Road Improvement Project Description                       |
|--------|--|
| 1      | Oleander Street from Alexander Street to Melvin Way.       |
| 2      | Woodward Street from Alexander Street to Elizabeth Street. |
| 3      | Shortridge Avenue from Clark Street to Haines Street.      |
| 4      | Bailey Street from Alexander Street to Elizabeth Street.   |
| 5      | Corson Avenue from Carroll Street to Day Street.           |
| 6      | Kuder Avenue from Carroll Street to Day Street.            |
| 7      | Hawthorne Avenue from Clark Street Easterly 2,000 feet.    |
| 8      | Wells Street from Alexander Street to Brown Street.        |
| 9      | Oakwood Street from Clark Street to Carrol Street          |

**Legend**

- Road Improvement Projects
- Mead Valley RDA Sub-Area
- Airports
- City Boundary
- Highways
- Roads