

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



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 March 4, 2010

SUBJECT: Camino Real raised median improvement project from Mission Boulevard to Avenida Baja/River Glen Drive in Rubidoux

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code section 33445:
 - a) The construction of the Camino Real from Mission Boulevard to Avenida Baja/River Glen Drive raised median improvement project (the "Project") is of benefit to the Jurupa Valley Redevelopment Project Area ("Project Area") by helping to eliminate blight within the Project Area by improving road infrastructure;
 - b) No other reasonable means of financing the cost of the Project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the Project; and

(Continued)

Juan C. Perez
 Director of Transportation

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 289,200	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 DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: 100% Jurupa Valley Redevelopment Capital Improvement Funds

Positions To Be Deleted Per A-30
 Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Jennifer L. Sargent
 Jennifer L. Sargent

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

Prev. Agn. Ref.: 3.112 of 11-24-09

District: 2

Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.37

RECOMMENDED MOTION: (Continued)

- c) The payment of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for construction of infrastructure improvements.
2. Consent to the expenditure of redevelopment funds for the Project; and
3. Approve and authorize the Chairman of the Board to execute the attached Agreement between the County of Riverside ("County") by and through the Transportation Department and the Redevelopment Agency for the County of Riverside ("Agency"), providing \$289,200 in redevelopment funds for the Camino Real raised median improvements.

BACKGROUND:

The Agency and County identified a need to improve the Camino Real median from Mission Boulevard to Avenida Baja/River Glen Drive in the Jurupa Valley Redevelopment Project Area. The Project will improve public safety and access to both the existing Patriot High School and the Jurupa Valley Aquatic Center ("Center") currently under construction. The Project scope includes adding a left turn lane into the Center, replacing the interim asphalt berms with approximately one thousand eight hundred (1,800) lineal feet of raised concrete, decorative concrete pavers and cobblestones, including roadway signing and striping improvements.

As part of a separate contract to construct the Center, the Agency will add irrigation and planting to the median. The median hardscape and landscape will be maintained by the Riverside County Parks and Open-Space District, which will operate and maintain the Center.

The attached Agreement between the Agency and County provides \$289,200 in Jurupa Valley Redevelopment Capital Improvement Funds from the Agency to the County for construction, survey, construction management and inspections. County Counsel has approved the attached Agreement and staff recommends that the Board make the aforementioned findings, consent to the expenditure of redevelopment funds and approve the Agreement to provide funding for the Project.

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE CAMINO REAL RAISED CONCRETE MEDIAN PROJECT

THIS REIMBURSEMENT AGREEMENT, hereinafter **AGREEMENT** is entered into on this ____ day of _____, 2010, 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 **COUNTY** has adopted by Ordinance No. 762 and 763 on July 9, 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area (hereinafter "**PROJECT AREA**"); and

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**;

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

WHEREAS, pursuant to Section 33421 of the California Health and Safety Code a redevelopment agency may cause, provide to undertake or make provision with other agencies for the installation, or construction of streets, utilities, parks, playgrounds and

1 other public improvements necessary for carrying out in the PROJECT AREA the
2 redevelopment plan;

3 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code,
4 upon specific findings, a redevelopment agency may, with the consent of the legislative
5 body, pay all or a part of the value of the land for and the cost of the installation and
6 construction of any building, facility, structure or other improvement that is publicly
7 owned either within or without the PROJECT AREA;

8 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
9 need for the installation of a raised concrete median on Camino Real from Avenida Baja
10 to Mission Boulevard within the community of Rubidoux (hereinafter the "PROJECT").
11 AGENCY financial assistance will be for the construction, construction management,
12 and construction inspection services;

13 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
14 improving traffic flow and improving safety for both vehicular and pedestrian traffic along
15 the frontage of Patriot High School within the PROJECT AREA and meets a primary
16 objective of the PLAN;

17 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for costs
18 associated with the PROJECT.

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

21 **SECTION 1. Purpose of AGREEMENT**. The purpose of this AGREEMENT is
22 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for the
23 COUNTY's actual costs associated with the construction, construction management,
24 construction inspection, and construction survey services of the PROJECT.

25 **SECTION 2. Location of the Project**. The PROJECT is located within the
26 JURUPA VALLEY REDEVELOPMENT PROJECT AREA on Camino Real from Avenida
27 Baja/River Glen Drive to Mission Boulevard along the frontage of Patriot High School in
28 the unincorporated community of Rubidoux, as more specifically detailed in Exhibit A,

1 which is attached hereto and made a part hereof by this reference.

2 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
3 includes construction, construction management, and construction inspection for the
4 installation of approximately one thousand eight hundred (1,800) lineal feet of raised
5 concrete median, including roadway signing and striping improvements, as outlined in
6 Exhibit B, which is attached hereto and made a part hereof by this reference.

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

13 **SECTION 5. Payment.** AGENCY shall reimburse COUNTY for the actual cost
14 of the improvements for an amount not to exceed two hundred eighty nine thousand two
15 hundred (\$289,200) dollars which shall constitute the full and complete financial
16 obligation of the AGENCY. Said amount shall include, but is not limited to, all of
17 COUNTY's charges for construction, construction management, and construction
18 inspection services.

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

27 In addition, COUNTY will ensure that the contractor(s) to whom the contract is
28 awarded and any sub-contractor(s) under him shall pay not less than the specified

1 prevailing wage rate of wages as determined by the general prevailing wage
2 determination made by the State of California's Director of Industrial Relations, to all
3 workmen employed in the execution of the improvements under this AGREEMENT.
4 COUNTY further agrees to ensure that each contractor(s) and any subcontractor(s)
5 shall keep an accurate record showing the name, occupation and actual per diem
6 wages paid to each workman employed by him in connection with the work performed
7 under this AGREEMENT. The records shall be kept open at all reasonable hours to the
8 AGENCY for inspection for a period of no less than seven years from completion of the
9 Project.

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

14 **SECTION 7. Principal Contact Persons.** The following individuals are hereby
15 designated to be the principal contact persons for their respective parties:

16
17 **AGENCY:** Tony Resendez, Project Manager
18 Redevelopment Agency for the County of Riverside
19 1325 Spruce Street, Suite 400, Riverside, CA 92507
20 (951) 955-5781

21
22 **RCTD:** Cathy Wampler, Senior Civil Engineer
23 Riverside County Transportation Department
24 4080 Lemon Street, 8th Floor, Riverside, CA 92501
25 (951) 955-6803

26
27 **SECTION 8. Conflict of Interest.** No member, official or employee of AGENCY
28 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor

1 shall any such member, official or employee participate in any decision relating to this
2 AGREEMENT which affects his or her personal interests or the interests of any
3 corporation, partnership or association in which he or she is directly or indirectly
4 interested.

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

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

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

28 **SECTION 12. Insurance.** COUNTY shall cause COUNTY's

1 Contractor/Consultant to maintain in force, until completion and acceptance of the
2 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
3 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
4 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
5 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
6 AGENCY, its officers, directors, officials, agents and employees as additionally insured.
7 COUNTY shall also require COUNTY's Contractors/Consultant to maintain Worker's
8 Compensation Insurance. COUNTY shall provide Certificates of Insurance and
9 Additional Insured Endorsements which meet the requirements of this section to
10 AGENCY prior to start of construction.

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

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

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

24 **SECTION 16. Entire Agreement.** This AGREEMENT is intended by the Parties
25 hereto as a final expression of their understanding with respect to the subject matter
26 hereof and as a complete and exclusive statement of the terms and conditions thereof
27 and supersedes any and all prior and contemporaneous agreements and
28 understandings, oral or written, in connection therewith. Any amounts to or clarification

1 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
2 the AGREEMENT.

3 **SECTION 17. Amendments to the AGREEMENT.** Agency's Executive Director,
4 or his designee, is authorized to approve and execute amendments to the
5 AGREEMENT for additional reimbursements not to exceed twenty-five thousand
6 dollars (\$25,000). Such amendments shall be mutually agreed upon by and between
7 the Agency's Executive Director and Director of Transportation and shall be
8 incorporated in written amendments to this Agreement.

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

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

17 **SECTION 20. Termination by RCTD.** RCTD shall have the right to terminate
18 this Agreement in the event Agency fails to perform, keep or observe any of its other
19 duties or obligations hereunder; provided however, that Agency shall have thirty (30)
20 days in which to correct such breach or default after written notice thereof has been
21 served on it by RCTD.

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2 IN WITNESS WHEREOF, AGENCY and COUNTY have executed this
3 AGREEMENT as of the date first above written.

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5 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
6 COUNTY OF RIVERSIDE

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10 Marion Ashley, Chairman
11 Board of Directors

10 Marion Ashley, Chairman
11 Board of Supervisors

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13
14 ATTEST:
15 Kecia Harper-Ihem, Clerk of the Board

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17
18 BY: _____
19 Deputy

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

23 FORM APPROVED COUNTY COUNSEL
24 BY: Michelle Clack 3/2/10
MICHELLE CLACK DATE

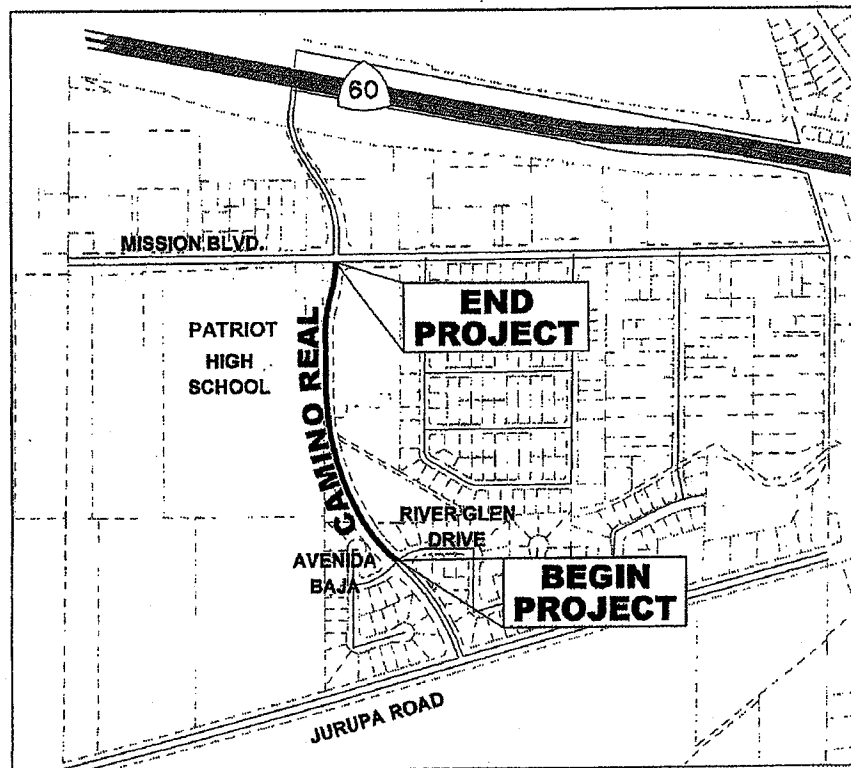
25 BY: Marsha L. Victor 3/2/10
26 Marsha L. Victor
Deputy

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EXHIBIT A
LOCATION OF PROJECT

CAMINO REAL

from RIVER GLEN DRIVE to MISSION BLVD.
in the COMMUNITY OF RUBIDOUX



VICINITY MAP

1 **EXHIBIT B**

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3 **SCOPE OF WORK**

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5 **Project description:** The work to be performed by the COUNTY includes the
6 construction, construction management, and construction inspection for the installation
7 of approximately one thousand eight hundred (1,800) lineal feet of raised concrete
8 median, including roadway signing and striping improvements, along Camino Real from
9 Avenida Baja to Mission Boulevard in the unincorporated community of Rubidoux.

10
11 COUNTY will oversee and/or perform the following tasks:

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13 Preliminary Survey	\$0
14 Design	\$8,000
15 Environmental	\$0
16 Right-of-Way Engineering	\$0
17 Construction	\$163,000
18 Construction Engineering & Inspection	\$45,000
19 Construction Survey	\$25,000
20 Utility Relocation	<u>\$0</u>
21 Subtotal	\$241,000
22 Contingency 20%	<u>\$48,200</u>
23 TOTAL	\$289,200

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