

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

730 C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 22, 2010

SUBJECT: Traffic Signalization Improvement Project at the intersection of Grand Avenue and Blackwell Boulevard in the Lakeland Village Community

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:

- a) The proposed traffic signalization improvement project will benefit the Lakeland Village/Wildomar Sub-Area of the 1-1986 Redevelopment Project Area ("Project Area") by helping to eliminate blight within the Project Area by providing traffic signalization infrastructure that will enhance pedestrian safety for the community;
- 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
- 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;

(Continued)

Robert Field

Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 500,000
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Project Area 1-1986 Capital Improvement Funds – Lakeland Village/Wildomar Sub-Area

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent

County Executive Office Signature

Jennifer L. Sargent

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

FORM APPROVED COUNTY COUNSEL
BY: *Michelle Clack*
DATE: 4/22/10
Departmental Concurrence

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

2. Approve and authorize the Chairman of the Board to execute the attached Agreement by and between the Redevelopment Agency and the Riverside County Transportation Department (RCTD) in the amount of \$500,000 for the installation of a traffic signal, safety lighting, and associated street improvements at the intersection of Grand Avenue and Blackwell Boulevard.

BACKGROUND: Agency staff has been working with the community members, including the Lakeland Village/Wildomar Project Area Committee (PAC), and the Riverside County Transportation Department to develop a proposal that would assist in the elimination of blight and revitalize the substandard physical and economic conditions that exist within the Lakeland Village/Wildomar Sub-Area of Redevelopment Project Area 1-1986. A traffic study and preliminary engineering analysis were performed by Riverside County Transportation Department, which determined that a traffic signal, safety lighting, and associated street improvements are needed at the intersection of Grand Avenue and Blackwell Boulevard in the community of Lakeland Village. This project will assist in eliminating blighting conditions by constructing the necessary improvements that will enhance the flow of traffic and improve pedestrian safety for the residents of Lakeland Village and Wildomar.

Staff recommends that the Board of Directors approve the Agreement between the Agency and the RCTD and make the recommended findings so the Agency may proceed with funding the project.

**AGREEMENT BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE INSTALLATION OF A TRAFFIC SIGNAL, SAFETY LIGHTING AND
ASSOCIATED STREET IMPROVEMENTS AT THE INTERSECTION OF GRAND
AVENUE AND BLACKWELL BOULEVARD IN THE UNINCORPORATED
COMMUNITY OF LAKELAND VILLAGE**

THIS AGREEMENT, is entered into on this ____ day of _____, 2010, by and between the Redevelopment Agency for the County of Riverside (hereinafter referred to as "Agency") and the County of Riverside by and through its Transportation Department (hereinafter referred to as "RCTD") for the design and installation of a Traffic Signal, Safety Lighting and Street Improvements (hereinafter referred to as "PROJECT") at the intersection of Grand Avenue and Blackwell Boulevard in the unincorporated community of Lakeland Village.

W I T N E S S E T H

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 ("CRL") which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, Section 33445 of the California Health and Safety Code provides that a redevelopment agency may pay all or part of the cost of the construction of any building, facility, structure or other improvement which is to be publicly owned and is located within or outside of a redevelopment project area upon making certain findings; and

WHEREAS, the Riverside County Board of Supervisors adopted, by Ordinance No. 793, on July 20, 1999, a redevelopment plan for an area within the County known as the Redevelopment Project Area 1-1986 Lakeland Village/Wildomar Sub-Area (hereinafter referred to as "Project Area"), and

WHEREAS, the Project Area was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area; and

WHEREAS, Section 33220 of the Community Redevelopment Law permits Agency and RCTD to cooperate and assist each other in certain redevelopment activities that are the subject

1 of this Agreement; and

2 **WHEREAS**, Agency and RCTD have determined that there is a need for "PROJECT" at the
3 intersection of Grand Avenue and Blackwell Boulevard and will enhance public safety at the
4 intersection; and

5 **WHEREAS**, the Agency agrees to reimburse RCTD for the costs associated with the design
6 and construction of the PROJECT at the intersections of Grand Avenue and Blackwell Boulevard
7 using redevelopment funds;

8 **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and mutual
9 promises contained herein, the parties hereto do hereby agree as follows:

10 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to assist in
11 improving public transportation facilities by designing and construction the PROJECT at the
12 intersection of Grand Avenue and Blackwell Boulevard.

13 **SECTION 2. Location of the Project.** The project site is located in the unincorporated
14 community of Lakeland Village in Riverside County, as shown in the attached Exhibit "A".

15 **SECTION 3. Scope of Services.** The work to be performed by RCTD shall include
16 survey, preparation of plans, specifications and estimates, utility coordination, environmental
17 clearance, right-of-way acquisition, advertise, award, inspect and administer a public works contract
18 for the construction of PROJECT in accordance with the Local Agency Public Contract Code and
19 the California Labor Code.

20 **SECTION 4. The Contractor.** The contractor(s) for the PROJECT (the "Contractor") will
21 be selected by RCTD pursuant to the Public Contract Code. RCTD shall be responsible for all
22 services and acts performed by the Contractor.

23 **SECTION 5. Disbursement of Funds.** Agency shall reimburse RCTD for the actual cost
24 of the design of the PROJECT in the amount not to exceed Five Hundred Thousand Dollars
25 (\$500,000), as detailed in Exhibit "B".

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

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

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

13 **Agency:** Erlan Gonzalez, Senior Project Manager
14 Riverside County Economic Development Agency
15 1325 Spruce Street, Suite 400
16 Riverside, CA 92507
(951) 955-2968 Phone
(951) 955-6686 Fax

17 **RCTD:** Neil Nilchian, Engineering Project Manger
18 Riverside County Transportation Department
19 3525 14th Street, Transportation Annex, Riverside, CA 92502
20 (951) 955-6782 Phone
(951) 955-3164 Fax

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

26 **SECTION 9. Interpretation and Governing Law.** This Agreement and any dispute
27 arising thereunder shall be governed and interpreted in accordance with the laws of the State of
28 California. This Agreement shall be construed as a whole according to its fair language and

1 common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
2 construction to the effect that ambiguities are to be resolved against the drafting party shall not
3 be employed in interpreting this Agreement, all parties having been represented by counsel in the
4 negotiation and preparation hereof.

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

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

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

22 **SECTION 13. Time Limit.** RCTD shall complete the work that is the subject of this
23 Agreement within a period of twenty four (24) months after the date of execution of this
24 Agreement. In the event said twenty four (24) month period expires prior to the completion of
25 the work, the terms of this Agreement may be extended upon written consent of both parties.
26 Nothing in this Section shall be deemed a waiver of any or all claims or other actions by either
27 party in regard to any breach of this Agreement.

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1 **SECTION 14. Compliance with Laws and Regulations.** By executing this
2 Agreement, Agency and RCTD agree to comply with all applicable federal, state and local laws,
3 regulations and ordinances.

4 **SECTION 15. Assignment and Modification.** This Agreement shall not be assigned,
5 amended or modified without prior written approval of the Agency and RCTD.

6 **SECTION 16. Waiver.** Failure by a party to insist upon the strict performance of any
7 of the provisions of this Agreement by the other party, or the failure by a party to exercise its
8 rights upon the default of the other party, shall not constitute a waiver of such party's right to
9 insist and demand strict compliance by the other party with the terms of this Agreement
10 thereafter.

11 **SECTION 17. Severability.** Each paragraph and provision of this Agreement is
12 severable from each other provision, and if any provision or part thereof is declared invalid, the
13 remaining provisions shall remain in full force and effect.

14 **SECTION 18. Authority to Execute.** The persons executing this Agreement or
15 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent
16 that they have the authority to execute this Agreement and warrant and represent that they have
17 the authority to bind the respective parties to this Agreement to the performance of its
18 obligations hereunder.

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

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

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

**Marion Ashley, Chairman
Board of Directors**

**Marion Ashley, Chairman
Board of Supervisors**

ATTEST:

By _____
Kecia-Harper Ihem, Clerk of the Board

APPROVED AS TO FORM:

FORM APPROVED COUNTY COUNSEL

BY: 4/28/10 4/28/10
MARSHAL VICTOR DATE

Pamela J. Walls, County Counsel
Michelle Clack

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Exhibit "A"
Proposed Traffic signal at Grand Avenue and Blackwell Boulevard
Vicinity Map

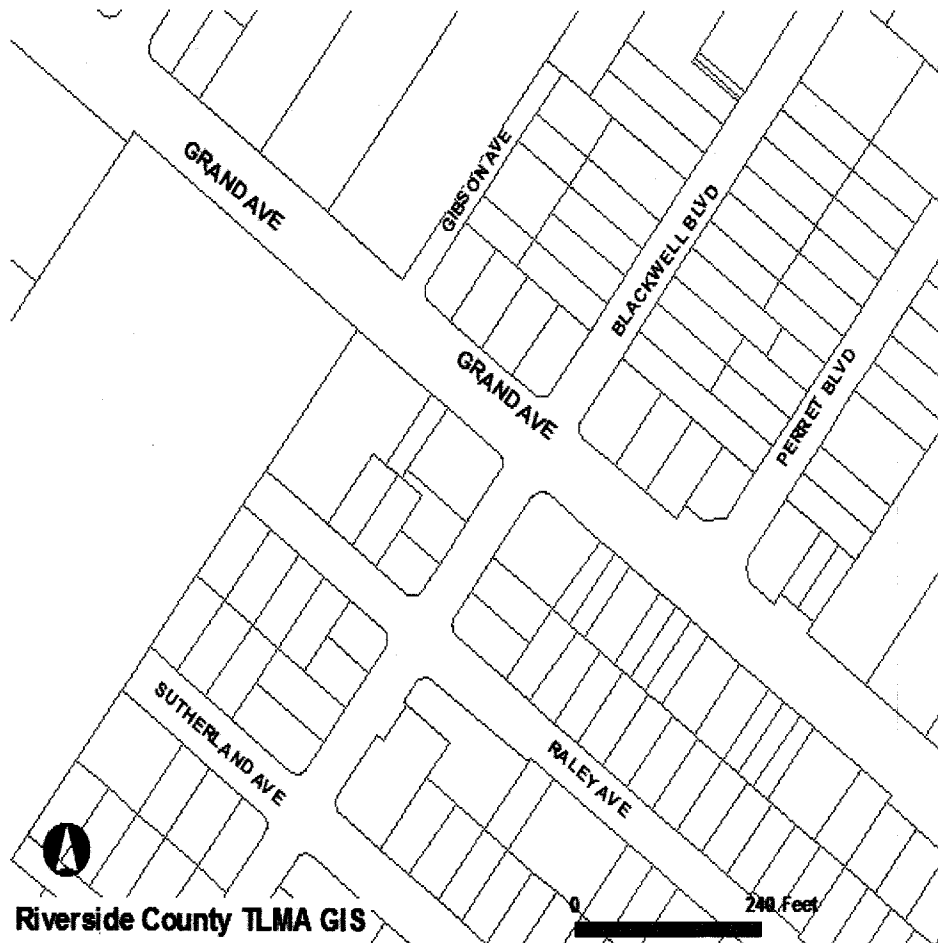


Exhibit "B"
Proposed Traffic signal at Grand Avenue and Blackwell Boulevard
Project Cost Estimate

TASK	AGENCY	RCTD	TOTAL
Design (preparation of, plans, specifications, estimate), utility and other coordination, environmental clearance, administration and others.	\$75,000	0	\$75,000
Right-of-way Acquisition / Construction	\$365,000	0	\$365,000
Construction Survey	\$15,000	0	\$15,000
Construction Engineering	\$45,000	0	\$45,000
Total			\$500,000