

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

970 c



SUBMITTAL DATE:
May 26, 2010

FROM: Redevelopment Agency

SUBJECT: Ben Nevis Boulevard Sidewalk Improvement Project from Conning Street to Lindsay Street in the Glen Avon Area

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code section 33445:
 - a) The construction of the Ben Nevis Boulevard sidewalk improvement project from Conning Street to Lindsay Street (Project) is of benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by constructing sidewalks and improving pedestrian access;
 - 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)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 74,800	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: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent

County Executive Office Signature

Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY *Samuel Wong* 5/26/10
 SAMUEL WONG
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 DATE 5/20/10
 MICHELLE CLACK
 Departmental Concurrence

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

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

4.2

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. 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 \$74,800 in redevelopment funds for the design of the Ben Nevis Boulevard sidewalk improvements.
3. Authorize the Executive Director to execute, subject to County Counsel approval, amendments to the attached Agreement to provide for additional reimbursements not to exceed the total amount of \$25,000.
4. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement this Agreement including signing subsequent necessary and related documents to complete this transaction.

BACKGROUND: The Agency and County identified a need to construct sidewalk along Ben Nevis Boulevard from Conning Street to Lindsay Street in the Jurupa Valley Redevelopment Project Area. The Project will improve public safety and pedestrian access to Mission Bell Elementary School. The Project scope includes curb, gutter, sidewalk and pavement improvements along the south side of Ben Nevis Boulevard for an approximate length of 1,600 lineal feet.

The attached Agreement between the Agency and County provides \$74,800 in Jurupa Valley Redevelopment Capital Improvement Funds to the County for design of the Project. County Counsel has approved the attached Agreement and staff recommends that the Board make the aforementioned findings and approve the Agreement to provide funding for the Project

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 BEN NEVIS BOULEVARD SIDEWALK IMPROVEMENT PROJECT**
6

7 **THIS REIMBURSEMENT AGREEMENT**, hereinafter **AGREEMENT** is entered
8 into on this ____ day of _____, 2010, by and between the Redevelopment
9 Agency for the County of Riverside, a public body corporate and politic in the State of
10 California, hereinafter **AGENCY**, and the County of Riverside, hereinafter **COUNTY**,
11 hereinafter collectively referred to as the Parties.

12 **W I T N E S S E T H**

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

17 **WHEREAS**, the **COUNTY** has adopted by Ordinance No. 763 on July 9, 1996, a
18 redevelopment plan for an area within the **COUNTY** known as the Glen Avon Sub-Area
19 of the Jurupa Valley Redevelopment Project Area (hereinafter "**PROJECT AREA**"); and

20 **WHEREAS**, the Redevelopment Plan (hereinafter **PLAN**) was adopted in order
21 to eliminate blight and revitalize the substandard physical and economic conditions
22 that exist within the **PROJECT AREA**;

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

26 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code
27 a redevelopment agency may cause, provide to undertake or make provision with other
28 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 curb, gutter, and sidewalk on Ben Nevis Boulevard from
10 Conning Street to Lindsay Street within the unincorporated community of Glen Avon
11 (hereinafter the "PROJECT");

12 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
13 improving safety for both vehicular and pedestrian traffic on route to Mission Bell
14 Elementary School within the PROJECT AREA and meets a primary objective of the
15 PLAN;

16 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for design costs
17 associated with the PROJECT;

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

20 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is
21 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for
22 COUNTY'S actual costs associated with the design of the PROJECT. Costs associated
23 with the construction of the PROJECT will be subject to a separate reimbursement
24 agreement between the AGENCY and COUNTY.

25 **SECTION 2. Location of the Project.** The PROJECT is located within the
26 Jurupa Valley Redevelopment PROJECT AREA on Ben Nevis Boulevard from Conning
27 Street to Lindsay Street in the unincorporated Community of Glen Avon, as more
28 specifically detailed in Exhibit A, which is attached hereto and made a part hereof by

1 this reference.

2 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
3 includes design services for the installation of approximately one thousand six hundred
4 (1,600) lineal feet of concrete curb, gutter and sidewalk along the south side of Ben
5 Nevis Boulevard, as outlined in Exhibit B, which is attached hereto and made a part
6 hereof by this reference.

7 **SECTION 4. Payment.** AGENCY shall reimburse COUNTY for the actual cost
8 of the improvements for an amount not to exceed seventy-four thousand eight hundred
9 (\$74,800) dollars which shall constitute the full and complete financial obligation of the
10 AGENCY. Said amount shall include, but is not limited to, all of COUNTY's charges to
11 design the project.

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

20 **SECTION 5. Permits.** COUNTY agrees to obtain, secure or cause to be
21 secured any and all permits and/or clearances which may be required by COUNTY or
22 any other federal, state or local governmental or regulatory agency relating to the
23 Project.

24 **SECTION 6. Principal Contact Persons.** The following individuals are hereby
25 designated to be the principal contact persons for their respective parties:

26
27 AGENCY: Gloria Perez, 2nd District Regional Manager
28 Redevelopment Agency for the County of Riverside

1 3403 10th Street, Suite 400, Riverside, CA 92507
2 (951) 955-9056
3

4 **COUNTY:** Cathy Wampler, Senior Civil Engineer
5 Riverside County Transportation Department
6 4080 Lemon Street, 8th Floor, Riverside, CA 92501
7 (951) 955-6803
8

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

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

23 **SECTION 9. No Third Party Beneficiaries.** This AGREEMENT is made and
24 entered into for the sole protection and benefit of the Parties hereto. No other person or
25 entity shall have any right of action based upon the provisions of this AGREEMENT.

26 **SECTION 10. Indemnification.** Except as to any legal challenge or claim
27 brought by any person or entity questioning the use of redevelopment funds for the
28 purposes set forth herein that is the subject of this AGREEMENT:

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

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

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

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

28

1 **SECTION 13. Time Limit.** COUNTY shall complete the work that is the subject
2 of this AGREEMENT within a period of twenty four (24) months after the date of
3 execution of this AGREEMENT. In the event said twenty four (24) month period expires
4 prior to the completion of the work, the terms of this AGREEMENT may be extended
5 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
6 any or all claims or other actions by either party in regard to any breach of this
7 AGREEMENT.

8 **SECTION 14. Project Sign.** COUNTY agrees that AGENCY may place a
9 project sign at the project site identifying the road improvement project as a Riverside
10 County Redevelopment Agency Project.

11 **SECTION 15. Entire Agreement.** This AGREEMENT is intended by the Parties
12 hereto as a final expression of their understanding with respect to the subject matter
13 hereof and as a complete and exclusive statement of the terms and conditions thereof
14 and supersedes any and all prior and contemporaneous agreements and
15 understandings, oral or written, in connection therewith. Any amounts to or clarification
16 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
17 the AGREEMENT.

18 **SECTION 16. Amendments to the Agreement.** Agency's Executive Director, or
19 his designee, is authorized to approve and execute amendments to the AGREEMENT
20 for additional reimbursements not to exceed twenty-five thousand dollars (\$25,000).
21 Such amendments shall be mutually agreed upon by and between the Agency's
22 Executive Director and Director of Transportation and shall be incorporated in written
23 amendments to this Agreement.

24 **SECTION 17. Successors and Assigns.** This AGREEMENT shall inure to the
25 benefit of, and be binding upon, the successors, executors, administrators, legal
26 representatives and assigns of the Parties hereto.

27 **SECTION 18. Termination by Agency.** Agency shall have the right to terminate
28 this Agreement in the event RCTD fails to perform, keep or observe any of its duties or

1 obligations hereunder; provided however, that RCTD shall have thirty (30) days in which
2 to correct such breach or default after written notice thereof has been served on it by
3 Agency.

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

9 *///*
10 *///*
11 *///*
12 *///*
13 *///*
14 *///*
15 *///*
16 *///*
17 *///*
18 *///*
19 *///*
20 *///*
21 *///*
22 *///*
23 *///*
24 *///*
25 *///*
26 *///*
27 *///*
28 *///*

1 ///

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

4
5 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
6 COUNTY OF RIVERSIDE

7
8
9 _____
10 Marion Ashley, Chairman
11 Board of Directors


Marion Ashley, Chairman
Board of Supervisors

12
13
14 **ATTEST:**
15 Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 5/24/10
MARSHAL L. VICTOR DATE

16
17
18 BY: _____
19 Deputy

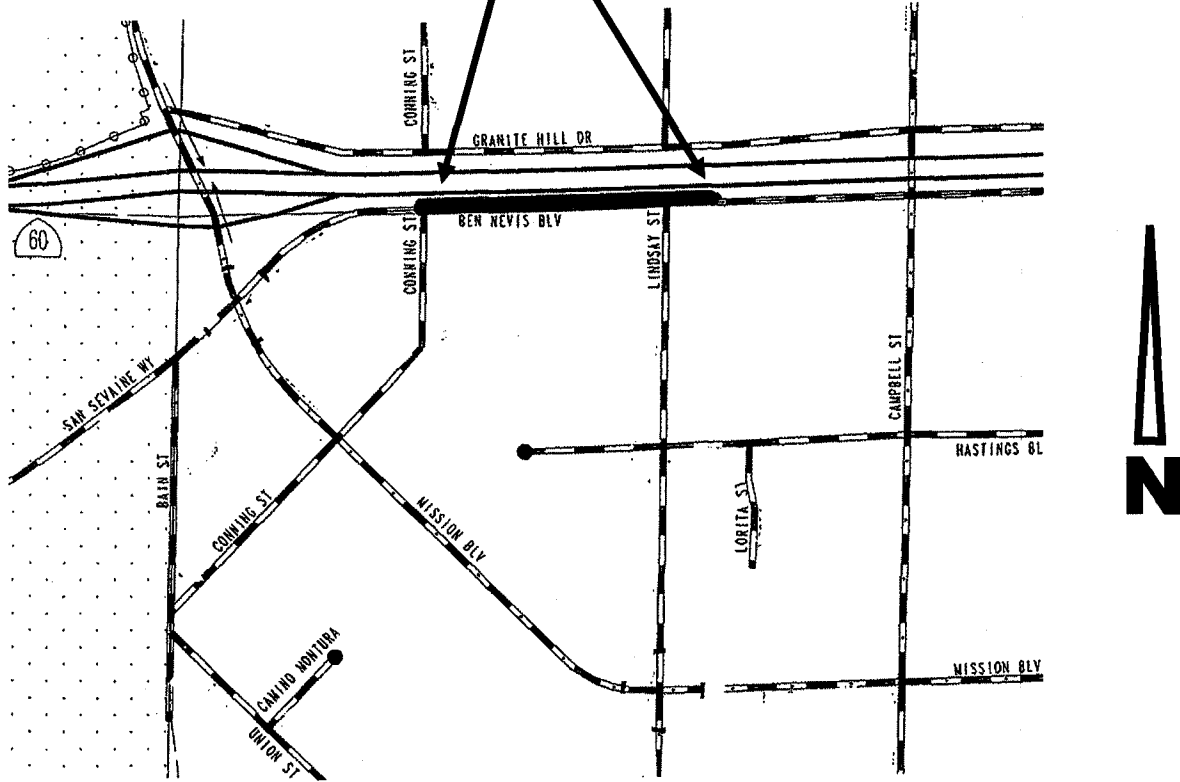
20
21
22 **APPROVED AS TO FORM:**
23 Pamela J. Walls, County Counsel

24
25
26  5/20/10
27 Deputy Michelle Clack

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
LOCATION OF PROJECT

PROJECT LOCATION



1 **EXHIBIT B**

2
3 **SCOPE OF WORK**

4
5 **Project description:** The work to be performed by the COUNTY includes design
6 services, from preliminary survey and engineering through preparation of the PROJECT
7 for bidding, for the installation of approximately one thousand six hundred (1,600) lineal
8 feet of concrete curb, gutter, and sidewalk along the south side of Ben Nevis Boulevard
9 in the unincorporated community of Glen Avon.

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

12

13	Preliminary Survey	\$15,000
14	Design	\$50,000
15	Environmental	\$1,000
16	Right-of-Way Engineering **	\$2,000
17	Construction *	\$0
18	Construction Engineering/Inspection *	\$0
19	Construction Survey *	\$0
20	Utility Relocation *	<u>\$0</u>
21	Subtotal	68,000
22	Contingency 10%	<u>6,800</u>
23	TOTAL	\$74,800

24

25 **Notes:**

26 * Construction and construction-related services are not a part of this AGREEMENT.

27 ** This includes the preparation of legals and plats only. Acquisition of right-of-way is to be
28 performed by AGENCY.