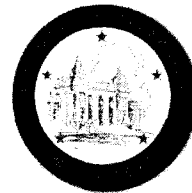


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

990c



FROM: Redevelopment Agency

SUBMITTAL DATE:

August 19, 2010

SUBJECT: Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Streets Revitalization Project – Phase 2

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 as it will eliminate blighted conditions by rehabilitating deteriorated infrastructure and providing necessary improvements within the community; and

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,867,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

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 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

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

Prev. Agn. Ref.: 3.17 and 4.2 of 11/4/08, 9.9 of 1/8/08, 4.2 of 4/16/06, 4.1 of 12/21/04

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RDA-001a-F11.doc
FRM 11 (REV 08/2010)

4.3

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY *Samuel Wong* 8/18/10
SAMUEL WONG
Departmental Conference

FORM APPROVED COUNTY COUNSEL

AUG 17 2010
Spence

RECOMMENDED MOTION: (Continued)

- b) No other reasonable means of financing the project are available to the community;
 - c) The payment of funds for the proposed improvements 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 identifies road infrastructure as a necessary improvement for the Mecca Community;
- 2. Approve and authorize the Chairman to execute the Reimbursement Agreement by and between the Redevelopment Agency and the County of Riverside; and
 - 3. Authorize the Executive Director to sign subsequent relevant and necessary documents to implement the Reimbursement Agreement.

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-oriented community.

The Mecca Downtown Street Revitalization Project includes the construction of approximately seven miles of street, sidewalk, curb and gutter, and street light improvements for 15 streets within the downtown Mecca community. The proposed improvements are intended to 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:

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

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

(Continued)

Redevelopment Agency

Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Street Revitalization Project – Phase 2

August 19, 2010

Page 3

BACKGROUND: (Continued)

The project will be constructed in four phases. The first phase of construction has been completed and included the following 2 streets:

2nd Street from Hammond Road to Home Avenue
Hammond Road from 2nd Street to 3rd Street

The second phase of construction will include the following streets:

3rd Street from Hammond Road to Home Avenue
4th Street from West of Coahuilla Street to East of Dale Kiler Road
5th Street from Hammond Road to Dale Kiler Road
Coahuilla Street from 2nd Street to 5th Street
Date Palm Street from 2nd Street to 5th Street
Brown Street from 2nd Street to 5th Street
Dale Kiler Road from 2nd Street to 5th Street
Hammond Road 5th Street to 300 feet southerly

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 construction and construction management for the above listed streets in Phase 2.

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.

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 – Phase 2.

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

Previous agenda reference:	November 4, 2008	Items 3.17 and 4.2
	January 8, 2008	Item 9.9
	April 16, 2006	Item 4.2
	December 21, 2004	Item 4.1

Attachment: Reimbursement Agreement

Project No. X1005

REIMBURSEMENT AGREEMENT

BY AND BETWEEN

**THEREDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE FOR THE MECCA DOWNTOWN STREETS
REVITALIZATION PROJECT – PHASE 2**

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, by and through its Transportation Department, hereinafter COUNTY, hereinafter collectively referred to as the Parties, for the construction of Phase 2 of the Mecca Downtown Streets Revitalization Project.

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

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

1 a redevelopment agency may cause, provide to undertake or make provision with other
2 agencies for the installation, or construction of streets, utilities, parks, playgrounds and
3 other public improvements necessary for carrying out in the PROJECT AREA the
4 redevelopment plan;

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

10 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
11 need for street improvements within the community of Mecca, and

12 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and community by
13 providing sidewalks for pedestrians, improving driving surfaces, improving drainage
14 conditions and eliminating blight within the PROJECT AREA, which meets a primary
15 objective of the PLAN;

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

23 **SECTION 2. Location of the Project**. The PROJECT is located within the
24 Desert Communities Redevelopment Project Area – Mecca Sub-Area and more
25 specifically on 3rd Street, 4th Street, 5th Street, Hammond Road, Coahuilla Street, Date
26 Palm Street, Brown Street, and Dale Kiler Road in the unincorporated community of
27 Mecca, as further detailed in Exhibit A, which is attached hereto and made a part hereof
28 by this reference.

1 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
2 includes construction, construction management, and construction inspection for street
3 improvements in the Mecca community, including the replacement of pavement and
4 street lights, and the addition of curb, gutter, sidewalk and access ramps on the
5 following streets (hereinafter the "PROJECT"):

- 6 • 3rd Street from Hammond Road to Home Avenue;
- 7 • 4th Street from west of Coahuilla Street to east of Dale Kiler Road;
- 8 • 5th Street from Lincoln Avenue to Dale Kiler Road;
- 9 • Hammond Road from 5th Street to south of 5th Street.
- 10 • Coahuilla Street from 2nd Street to 5th Street;
- 11 • Date Palm Street from 2nd Street to 5th Street;
- 12 • Brown Street from 2nd Street to 5th Street;
- 13 • Dale Kiler Road from 2nd Street to 5th Street;

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

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. Time Limit.** COUNTY shall complete the work that is the subject
25 of this agreement within a period of twenty-four (24) months after the date of execution
26 of this AGREEMENT. In the event said twenty-four (24) month period expires prior to
27 completion of the work, the terms of this AGREEMENT may be extended upon written
28 consent of Parties. Nothing in this Section shall be deemed a waiver of any or all claims

1 or other actions by either party in regard to any breach of this AGREEMENT.

2 **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost
3 of the PROJECT as outlined in Exhibit B, which is attached hereto and made a part
4 hereof by this reference. Said cost for improvements and services shall not to exceed
5 five million eight hundred and sixty seven thousand (\$5,867,000) dollars which shall
6 constitute the full and complete financial obligation of the AGENCY. Said amount shall
7 include, but is not limited to, all of COUNTY's charges to construct the PROJECT.

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

16 **SECTION 8. Principal Contact Persons.** The following individuals are hereby
17 designated to be the principal contact persons for their respective parties:

18 **AGENCY:** Leah Rodriguez, Project Manager
19 Redevelopment Agency for the County of Riverside
20 44-199 Monroe St., Suite B, Indio, CA 92201
21 (760) 863-2534

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 **SECTION 9. Conflict of Interest.** No member, official or employee of AGENCY
27 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor
28 shall any such member, official or employee participate in any decision relating to this

1 AGREEMENT which affects his or her personal interests or the interests of any
2 corporation, partnership or association in which he or she is directly or indirectly
3 interested.

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

12 **SECTION 11. No Third Party Beneficiaries.** This AGREEMENT is made and
13 entered into for the sole protection and benefit of the Parties hereto. No other person or
14 entity shall have any right of action based upon the provisions of this AGREEMENT.

15 **SECTION 12. Indemnification.** Except as to any legal challenge or claim
16 brought by any person or entity questioning the use of redevelopment funds for the
17 purposes set forth herein that is the subject of this AGREEMENT:

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

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

1 implementation of this AGREEMENT.

2 **SECTION 13. Insurance.** COUNTY shall cause COUNTY's
3 Contractor/Consultant to maintain in force, until completion and acceptance of the
4 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
5 Injury Liability and Property Damage Liability, in the amount of Two Million Dollars
6 (\$2,000,000) minimum single limit coverage, and a policy of Automobile Liability
7 Insurance in the amount of One Million Dollars (\$1,000,000) minimum. Endorsements
8 to each policy shall be required which name the AGENCY, its officers, directors,
9 officials, agents and employees as additionally insured. COUNTY shall also require
10 COUNTY's Contractors/Consultant to maintain Worker's Compensation Insurance.
11 COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements
12 which meet the requirements of this section to AGENCY upon request.

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

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

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

27 **SECTION 17. Amendments to the Agreement.** AGENCY'S Executive Director,
28 or his designee, is authorized to approve and execute amendments to the

1 AGREEMENT for additional reimbursements not-to-exceed Twenty-Five Thousand
2 Dollars (\$25,000). Such amendments shall be mutually agreed upon by and between
3 the AGENCY'S Executive Director and COUNTY'S Director of Transportation and shall
4 be incorporated in written amendments to this AGREEMENT.

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

8 **SECTION 19. Termination by AGENCY.** AGENCY shall have the right to
9 terminate this AGREEMENT in the event COUNTY fails to perform, keep or observe
10 any of its duties or obligations hereunder; provided however, that COUNTY shall have
11 thirty (30) days in which to correct such breach or default after written notice thereof has
12 been served on it by AGENCY.

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

18 ///

19 ///

20 ///

21

22

23

24

25

26

27

28

END OF AGREEMENT-SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, AGENCY and COUNTY 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:

Kecia Harper-Ihem
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
Agency Counsel

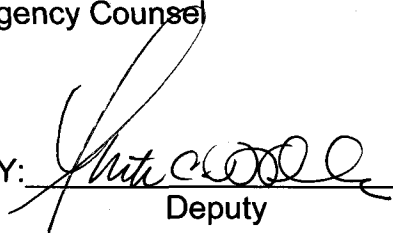
BY:  _____
Deputy

EXHIBIT A
LOCATION OF PROJECT

**MECCA STREETS REVITALIZATION PROJECT
PHASE 2**

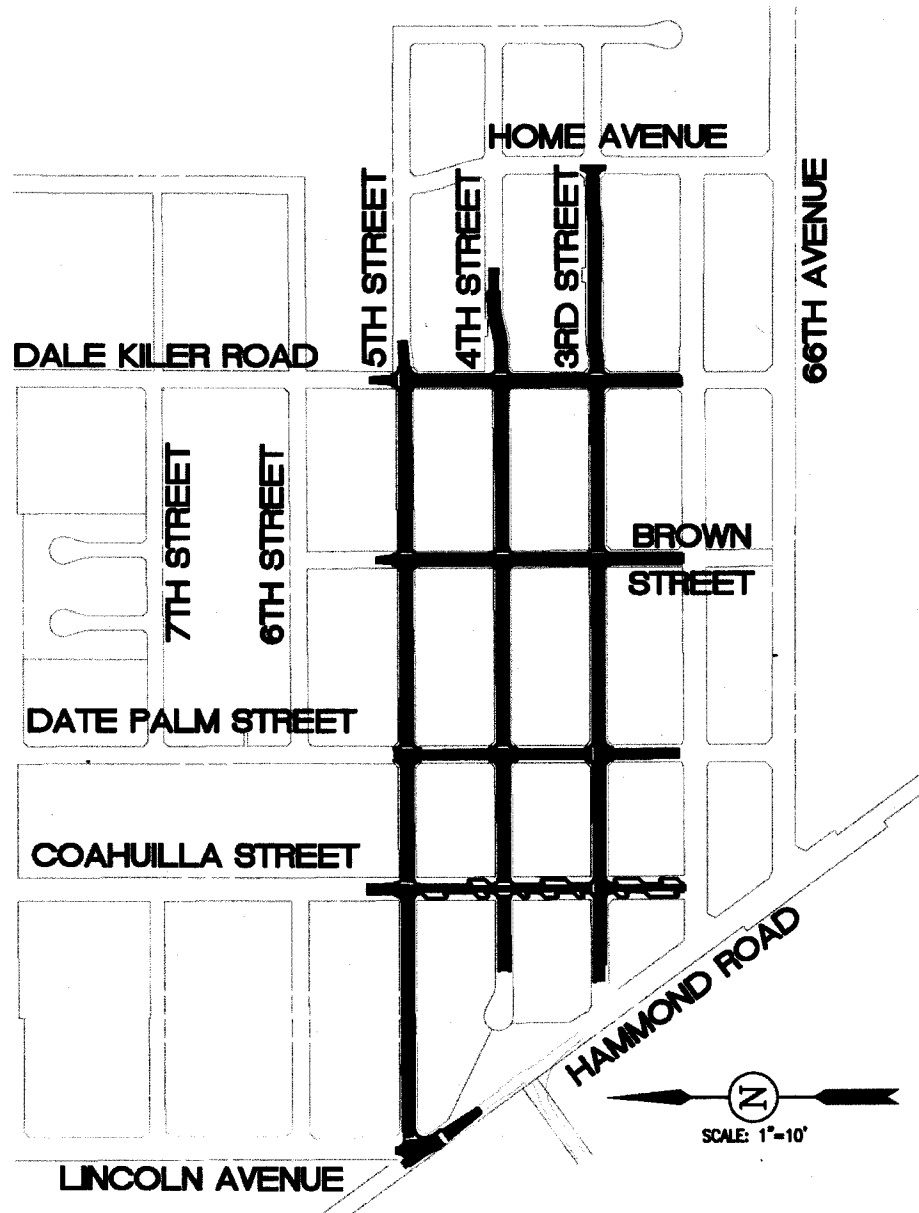


EXHIBIT B

SCOPE OF WORK

COUNTY will oversee and/or perform the following tasks:

Preliminary Survey *	\$0
Design *	\$0
Environmental *	\$0
Right of Way **	\$0
Construction	\$4,067,000
Construction Contingency 20%	\$800,000
Construction Eng/Inspection/Survey	<u>\$1,000,000</u>
TOTAL	\$5,867,000

Notes:

* Not a part of this AGREEMENT.

** Acquisition of rights-of-way and right-of-entry to be performed by AGENCY.

///

///

///

R:\RDACOM\DIS4\Mecca\Street Improvements Phase 2\Mecca Ph 2 Reimb Agree 08-03-2010 accept all changes8.9.10.docx