

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

706C



FROM: Redevelopment Agency

SUBMITTAL DATE:

November 17, 2010

SUBJECT: Ash Street Road Construction Project from 58th Street to 59th Street in the Unincorporated Community of Mira Loma

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The Ash Street Road Construction Project from 58th Street to 59th Street is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight by paving dirt roads, and improving vehicle access, and pedestrian and resident safety;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 85,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

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

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

Consent
 Policy

 Consent
 Policy

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG
 DATE: 10/20/10
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

RECOMMENDED MOTION: (Continued)

- 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;
 - 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, thereby necessitates the construction of infrastructure improvements;
2. Approve and authorize the Chairman of the Board to execute the attached agreement between the County of Riverside by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$85,000 in redevelopment funds for the rehabilitation of the Ash Street Road improvement project;
 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; and,
 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 Redevelopment Agency and County of Riverside identified a need to rehabilitate Ash Street between 58th and 59th Street in the unincorporated community of Mira Loma. The project will improve public safety for residents, and improve vehicular traffic flow within the community. The project scope includes construction of a 650 foot by 26 foot roadway on Ash Street between 58th Street and 59th Street.

The attached agreement between the Redevelopment Agency and County of Riverside provides \$85,000 in Jurupa Valley Redevelopment Capital Improvement Funds to Riverside County for construction of the proposed project. County Counsel has approved the attached agreement and staff recommends that the Board of Supervisors make the aforementioned findings 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 ASH STREET CONSTRUCTION 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. 763 on July 9, 1996, a redevelopment plan for an area within the COUNTY known as the Glen Avon Sub-Area of 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 provisions with other agencies for the installation, or construction of streets, utilities, parks, playgrounds and other public improvements necessary for carrying out in the PROJECT AREA the redevelopment

1 plan;

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

7 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great need for
8 the construction and paving of Ash Street between 58th Street and 59th Street- within the
9 unincorporated community of Mira Loma (hereinafter the "PROJECT");

10 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for construction costs
11 associated with the PROJECT;

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

14 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is to set
15 forth the terms and conditions by which AGENCY will reimburse COUNTY for COUNTY's
16 actual costs associated with the construction of the PROJECT.

17 **SECTION 2. Location of the Project.** The PROJECT is located within the Jurupa
18 Valley Redevelopment PROJECT AREA on Ash Street between 58th Street and 59th Street in
19 the unincorporated community of Mira Loma, as more specifically detailed in Exhibit A, which
20 is attached hereto and made a part hereof by this reference.

21 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY is described
22 fully in Exhibit B, and includes construction of a Six Hundred and Fifty (650) foot by Twenty-Six
23 (26) foot roadway on Ash Street between 58th and 59th Street in the unincorporated community
24 of Mira Loma. The work will include all tasks and costs associated with the rehabilitation of
25 Ash Street from 58th and 59th Street.

1 **SECTION 4. Payment.** AGENCY shall reimburse COUNTY for the actual cost of the
2 improvements for an amount not-to-exceed Eighty-Five Thousand dollars (\$85,000), which
3 shall constitute the full and complete financial obligation of the AGENCY. Said amount shall
4 include, but is not limited to, all of COUNTY's charges to construct the PROJECT.

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

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

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

18 **AGENCY:** Gloria Perez, 2nd District Regional Manager
19 Redevelopment Agency for the County of Riverside
20 3403 Tenth Street, Suite 400, Riverside, CA 92501
(951) 955-9053

21 **COUNTY:** Juan Perez, Transportation Director
22 Riverside County Transportation Department
23 4080 Lemon Street, 8th Floor, Riverside, CA 92501
(951) 955-6740

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

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

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

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

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

1 in the execution or implementation of this AGREEMENT;

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

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

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

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

25 **SECTION 15. Entire AGREEMENT.** This AGREEMENT is intended by the Parties

1 hereto as a final expression of their understanding with respect to the subject matter hereof
2 and as a complete and exclusive statement of the terms and conditions thereof and
3 supersedes any and all prior and contemporaneous agreements and understandings, oral or
4 written, in connection therewith. Any amounts to or clarification necessary to this
5 AGREEMENT shall be in writing and acknowledged by all Parties to the AGREEMENT.

6 **SECTION 16. Amendments to the AGREEMENT.** Agency's Executive Director, or
7 his designee, is authorized to approve and execute amendments to the AGREEMENT for
8 additional reimbursements not-to-exceed Twenty-Five Thousand dollars (\$25,000). Such
9 amendments shall be mutually agreed upon by and between the Agency's Executive Director
10 and Director of Transportation and shall be incorporated in written amendments to this
11 Agreement.

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

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

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

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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

Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel



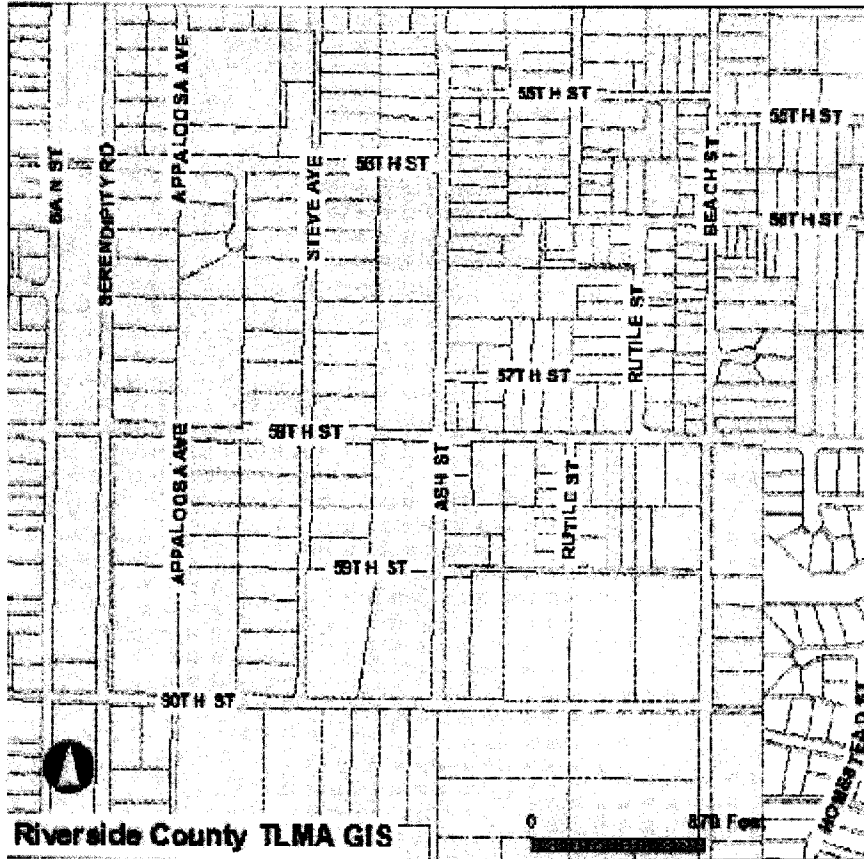
Deputy

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EXHIBIT A

PROJECT LOCATION

Exhibit A - Location of Project



Riverside County TLMA GIS

REDEVELOPMENT AREAS

- INTERSTATE
- JURUPA VALLEY AMENDMENT AREA
- HIGHWAYS
- CITY
- PARCELS

"IMPORTANT"
 Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (no source is other than third party), accuracy, brightness, or completeness of any of the data provided, and we assume no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and/or grade or shall be the sole responsibility of the user.

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EXHIBIT B

SCOPE OF WORK

Project description: Construct Ash Street between 58th Street and 59th Street in the unincorporated community of Mira Loma. The roadway will be approximately Six Hundred and Fifty (650) linear feet in length and Twenty-Six (26) feet in width. The road section will consist of 0.33' Road Mix Asphalt Surface (RMAS) over 0.5' DG base.

The cost includes survey, environmental clearance, utility coordination and construction. It does not include environmental mitigation (if any), utility relocations (if any), or right of way acquisition (if any).

COUNTY will oversee the work for a total of Eighty-Five Thousand dollars (\$85,000).