

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

224C



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
January 12, 2011

**SUBJECT:** Cajalco Road Widening Project between Barton Street and Interstate 215

**RECOMMENDED MOTION:** That the Board of Directors:

1. Conduct a public hearing in accordance with Health and Safety Code Section 33679;
2. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a) The Cajalco Road Widening Project will benefit the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area by helping to eliminate blight within the project area by improving traffic circulation and 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;

(Continued)

*Robert Field*  
\_\_\_\_\_  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,500,000	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 DIRECTORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Redevelopment Project Area Interstate 215 Corridor Capital Improvement Funds-Mead Valley Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Jennifer V. Sargent*  
\_\_\_\_\_  
Jennifer V. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 SAMUEL WONG  
 Departmental Counsel  
 DATE: 1-10-11  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Anita C. Willis*  
 1-10-11  
 Policy  Policy   
 Consent  Consent   
 Dep't Recomm.:  Per Exec. Ofc.:

**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 and identifies roads as a needed public improvement; and
3. 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 not-to-exceed \$1,500,000, for the widening of Cajalco Road between Barton Street and Interstate 215.

**BACKGROUND:**

The Redevelopment Agency for the County of Riverside has been working with staff of RCTD to develop a plan for the widening of Cajalco Road from Interstate 215 (I-215) to Interstate 15 (I-15) in order to assist in improving traffic safety, and revitalize the substandard physical and economic conditions that exist within the project area. The project is located within the limits of the Mead Valley Sub-Area, in the I-215 Redevelopment Project Area.

However, the Agency is proposing to partially fund the project from Barton Street to I-215 by providing RCTD with a total of \$1,500,000, for the administration of the project including survey, preparation of technical studies, environmental clearance, right-of-entry services, the installation of a traffic signal, and its associated street improvements at the intersection of Alexander Street and Cajalco Road.

This project will assist in eliminating blighting conditions by constructing needed improvements that will enhance the flow of traffic and improve safety standards for the residents of Mead Valley.

Staff recommends that the Board conduct a public hearing regarding the proposed project, make the aforementioned findings, and approve the attached agreement between the Agency and RCTD for the project in the amount not-to-exceed \$1,500,000.

1                                   **AGREEMENT BY AND BETWEEN**  
2                                   **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
3                                   **AND THE COUNTY OF RIVERSIDE**  
4                                   **FOR THE WIDENING OF CAJALCO ROAD BETWEEN**  
5                                   **BARTON STREET AND INTERSTATE 215**  
6                                   **INCLUDING TRAFFIC SIGNAL AT THE INTERSECTION OF ALEXANDER STREET AND**  
7                                   **CAJALCO ROAD**

8                                   **THIS AGREEMENT**, is entered on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the  
9                                   Redevelopment Agency for the County of Riverside (hereinafter referred to as "Agency") and the  
10                                   County of Riverside by and through its Transportation Department (hereinafter referred to as "RCTD")  
11                                   for the preliminary engineering, design, and construction of the proposed widening of Cajalco Road  
12                                   (hereinafter referred to as "PROJECT") located between Barton Street and Interstate 215, including the  
13                                   installation of a traffic signal, and its associated street improvements at the intersection of Alexander  
14                                   Street and Cajalco Road, in the unincorporated community of Mead Valley in Riverside County.

15   **WITNESSETH**

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

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

24                                   **WHEREAS**, the Riverside County Board of Supervisors Adopted, by Ordinance No. 821, on  
25                                   July 16, 2002, a redevelopment plan for an area within the County known as the Redevelopment Project  
26                                   Area Interstate I-215 Corridor, Sub-Area: Mead Valley (hereinafter referred to as "Project Area"), and

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

1           **WHEREAS**, Section 33220 of the Community Redevelopment Law permits Agency and  
2 RCTD to cooperate and assist each other in certain redevelopment activities that are the subject of this  
3 Agreement; and

4           **WHEREAS**, Agency and RCTD have determined that there is a need for "PROJECT" on  
5 Cajalco Road between the limits of Barton Street and Interstate 215 and will enhance public safety; and

6           **WHEREAS**, the Agency agrees to reimburse RCTD for the costs associated with the  
7 preliminary engineering, design, and construction of the PROJECT using redevelopment funds.

8           **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and mutual promises  
9 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 constructing the PROJECT on Cajalco Road  
12 between the limits of Barton Street and Interstate 215.

13           **SECTION 2. Location of the Project.** The project site is located in the unincorporated  
14 community of Mead Valley in Riverside County on Cajalco Road, between Barton Street and Interstate  
15 215, as shown in the attached Exhibit "A".

16           **SECTION 3. Scope of Services.** The work to be performed by RCTD shall include survey,  
17 preparation of technical studies, preparation of plans, specifications and estimates, utility coordination,  
18 preparation of special studies, environmental clearance, right-of-entry services, the installation of a  
19 traffic signal at the intersection of Alexander Street and Cajalco Road, and administration of PROJECT  
20 in accordance with the local Agency Public Contract Code and the California Labor Code.

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

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1           **SECTION 5. Disbursement of Funds.** Agency shall reimburse RCTD for the actual cost of  
2 the PROJECT in the amount not to exceed one million five hundred thousand dollars (\$1,500,000), as  
3 detailed in Exhibit "B".

4           RCTD will be reimbursed upon Agency's receipt of journal vouchers issued by RCTD for the  
5 services specified in this Agreement. A written project status report shall be included with each journal  
6 voucher. Said status report shall provide a description of the work completed. Any necessary  
7 corrections to journal voucher or project status may result in a delay of payment. All costs incurred for  
8 actual work completed by RCTD must be billed to Agency within 12 months from completion of  
9 services specified in this Agreement in order to receive payment. Any journal voucher received after  
10 this time will be returned to RCTD without payment and Agency will reprogram any remaining funds.

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

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

17           Agency: Aurelio Aguirre, Economic Development Manager  
18                       Redevelopment Agency for the County of Riverside  
19                       3403 Tenth Street, Suite 500  
                          Riverside, CA 92501  
                          (951)955-0911 Phone  
                          (951)955-4890 Fax

20           RCTD: C. Scott Staley, Engineering Project Manager  
21                       Riverside County Transportation Department  
22                       3525 14<sup>th</sup> Street, Transportation Annex, Riverside, CA 92502  
                          (951)955-6300 Phone  
                          (951)955-3164 Fax

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

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

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

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

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

4           **SECTION 13. Time Limit.** RCTD shall complete the work that is the subject of this  
5 Agreement within a period of forty-eight (48) months after the date of execution of this Agreement. In  
6 the event said forty-eight (48) month period expires prior to the completion of the work, the terms of  
7 this Agreement may be extended upon written consent of both parties. Nothing in this Section shall be  
8 deemed a waiver of any or all claims or other actions by either party in regard to any breach of this  
9 Agreement.

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

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

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

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

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

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

7                **IN WITNESS WHEREOF,** Agency and RCTD have executed this agreement as of the date  
8 first above written.

9                **REDEVELOPMENT AGENCY**  
10               **FOR THE COUNTY OF RIVERSIDE**

**COUNTY OF RIVERSIDE**

11 \_\_\_\_\_  
12 Marion Ashley, Chairman  
13 Board of Directors

\_\_\_\_\_   
Bob Buster, Chairman  
Board of Supervisors

14 **ATTEST:**  
15 Kecia Harper-Ihem  
16 Clerk of the Board

17 \_\_\_\_\_  
Deputy

18 **APPROVED AS TO FORM:**  
19 Pamela J. Walls  
County Counsel

20 *[Signature]*  
21 \_\_\_\_\_  
Deputy



Exhibit "A"

Proposed Cajalco Road Widening between the limits of  
Barton Street and Interstate 215  
Including Traffic Signal at the Intersection of Alexander Street and Cajalco Road

Vicinity Map



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**Exhibit "B"**

Proposed Cajalco Road Widening between the limits of  
Barton Street and Interstate 215  
Including Traffic Signal at the Intersection of Alexander Street and Cajalco Road

**Project Cost Estimate**

TASK	AGENCY	RCTD	TOTAL
Survey, preparation of technical studies, preparation of plans, specifications and estimates, utility coordination, preparation of special studies, environmental clearance, right-of-entry services administration and others.	<b>\$1,000,000</b>	15,000,000	\$16,000,000
Installation of a traffic signal and associated street improvements at the intersection of Alexander Street and Cajalco Road.	<b>\$500,000</b>	\$150,000	<b>\$650,000</b>
<b>GRAND TOTAL</b>	<b>\$1,500,000</b>	15,150,000	<b>\$16,650,000</b>