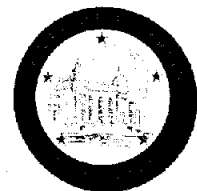


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

317C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Vernon Avenue Street Improvement Project

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 Vernon Avenue street improvement project is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing needed street infrastructure improvements, which will enhance vehicular access;
 - b. No other reasonable means of financing the project are available to the community due to the current economic crisis, which has significantly reduced the availability of county funds available to fund the project;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 120,000	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

County Executive Office Signature _____

Prev. Agn. Ref.: N/A

District: 2

Agenda Number

4.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY:
 ANITA C. WILLIS
 DATE: 4-5-11
 Departmental COUNSEL
 FISCAL PROCEDURES APPROVED
 BY:
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 4/6/11
 Departmental COUNSEL
 BY:
 SAMUEL WONG

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

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 by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$120,000 in redevelopment funds for the design of the Vernon Avenue street improvements; and
3. 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 for the County of Riverside (RDA) and the County of Riverside identified a need to improve the roadway along Vernon Avenue commencing from 40th street and proceeds 650 feet northerly of 40th Street in the Jurupa Valley Redevelopment Project Area. The project will improve public safety and vehicular access.

The attached agreement between RDA and the county provides \$120,000 in Jurupa Valley Redevelopment Capital Improvement Funds for the County for construction 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.

**REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE VERNON AVENUE SIDEWALK IMPROVEMENT PROJECT**

THIS REIMBURSEMENT AGREEMENT, hereinafter AGREEMENT is entered into on this ____ day of _____, 2011, 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 Rubidoux 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 provision 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 plan;

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

6 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
7 need for the improvement of Vernon Avenue from 40th Street to 650 feet north of 40th
8 Street within the unincorporated community of Rubidoux (hereinafter the "PROJECT");

9 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
10 improving safety for both vehicular and pedestrian traffic on route on PROJECT AREA,
11 as well as, meets a primary objective of the PLAN;

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

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

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

19 **SECTION 2. Location of the Project**. The PROJECT is located within the
20 Jurupa Valley Redevelopment PROJECT AREA on Vernon Avenue from 40th Street to
21 six hundred and fifty (650) feet northerly of 40th Street in the unincorporated
22 Community of Rubidoux, as more specifically detailed in Exhibit A, which is attached
23 hereto and made a part hereof by this reference.

24 **SECTION 3. Scope of Work**. Construct improvements along Vernon Avenue
25 from 40th Street to six hundred and fifty (650) feet northerly of 40th Street. The roadway
26 will be approximately six-hundred and fifty (650) feet in length and twenty-four (24) feet
27 in width. Four (4) inch mountable asphalt dike will be placed on both sides of the
28 proposed roadway. A concrete splash pad will be constructed at the northerly end in

1 order to convey offsite drainage from the north onto the proposed roadway. The road
2 section will consist of 0.33' Hot Mix Asphalt Concrete (HMAC) over 0.5' DG base. The
3 cost includes survey, environmental clearance, utility coordination and construction.

4 **SECTION 4. Payment.** AGENCY shall reimburse COUNTY for the actual cost
5 of the improvements for an amount not to exceed one hundred and twenty thousand
6 (\$120,000) dollars which shall constitute the full and complete financial obligation of the
7 AGENCY. Said amount shall include, but is not limited to, all of COUNTY's charges to
8 design and construct the project.

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

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

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

23
24 **AGENCY:** Gloria Perez, 2nd District Regional Manager
25 Redevelopment Agency for the County of Riverside
3403 Tenth St., Suite 500, Riverside, California 92501
(951) 955-9056

26
27 **COUNTY:** Kelley Donovan, Engineering Project Manager
28 Riverside County Transportation Department
4080 Lemon Street, 8th Floor, Riverside, CA 92501
(951) 955-6817

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

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

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

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

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

27 (ii) AGENCY shall indemnify and hold COUNTY, its officers, agents, or
28 employees free and harmless from any person or entity not a party to this

1 AGREEMENT from any damage, loss or injury to person and/or property which
2 primarily relates to or arises from the negligence or willful misconduct of AGENCY, its
3 elected officials, officers, directors, affiliates, agents, or employees in the execution or
4 implementation of this AGREEMENT.

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

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

20 **SECTION 13. Time Limit.** COUNTY shall complete the work that is the
21 subject of this AGREEMENT within a period of twelve (12) months after the date of
22 execution of this AGREEMENT. In the event said twelve (12) month period expires
23 prior to the completion of the work, the terms of this AGREEMENT may be extended
24 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
25 any or all claims or other actions by either party in regard to any breach of this
26 AGREEMENT.

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

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

11 **SECTION 16. Successors and Assigns.** This AGREEMENT shall inure to the
12 benefit of, and be binding upon, the successors, executors, administrators, legal
13 representatives and assigns of the Parties hereto.

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

19 **SECTION 18. Termination by RCTD.** RCTD shall have the right to terminate
20 this Agreement in the event Agency fails to perform, keep or observe any of its other
21 duties or obligations hereunder; provided however, that Agency shall have thirty (30)
22 days in which to correct such breach or default after written notice thereof has been
23 served on it by RCTD.

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

3
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
5 **COUNTY OF RIVERSIDE**
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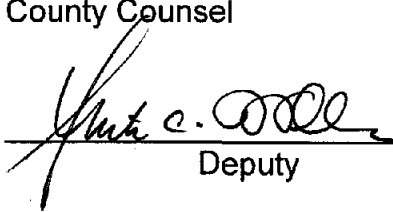
7 _____
8 Bob Buster, Chairman
Board of Directors

7 _____
Bob Buster, Chairman
Board of Supervisors

9
10 **ATTEST:**
Kecia Harper-Ihem
11 Clerk of the Board
12

13 _____
14 Deputy
15

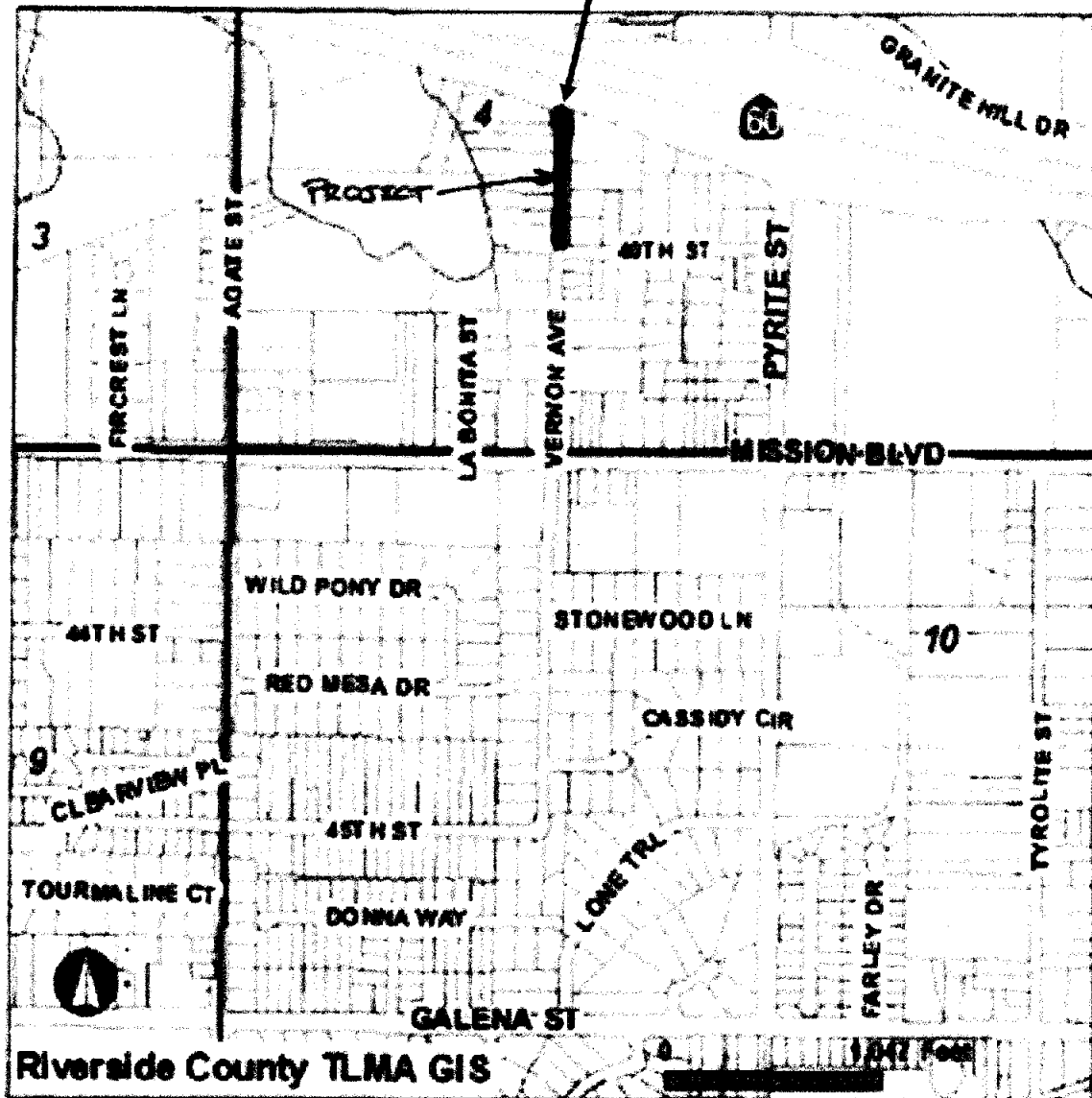
16 **APPROVED AS TO FORM:**
Pamela J. Walls
17 County Counsel
18

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19 _____
20 Deputy
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EXHIBIT A
LOCATION OF PROJECT

PROJECT LOCATION



1 **EXHIBIT A-1**

2
3 **SCOPE OF WORK**

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5 **Project description:** The Redevelopment Agency for the County of Riverside
6 (RDA) and the County of Riverside identified the need to provide permanent
7 improvements along Vernon Avenue commencing from 40th Street and proceed six
8 hundred and fifty linear feet (650 ft.) north of 40th Street in the Jurupa Valley
9 Redevelopment Project Area in the unincorporated community of Rubidoux. The work
10 to be performed by the COUNTY includes design and construction services.

11 COUNTY will oversee the work for the total one hundred and twenty thousand
12 dollars (\$120,000).
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