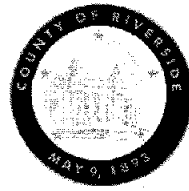


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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**SUBMITTAL DATE:**  
April 21, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Ben Nevis Boulevard Sidewalk Improvement Project

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

1. 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 \$296,000 in redevelopment funds for the design of the Ben Nevis Street Improvement Project; and
2. 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:** (Commences on Page 2)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 296,000	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

<b>SOURCE OF FUNDS:</b> 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

**County Executive Office Signature** BY:   
Elizabeth C. Olson

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 5/11/11  
 DATE: Samuel Wong  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: Anita C. Willis 4/21/11  
 DATE: Anita C. Willis

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

Prev. Agn. Ref.: 4.2 of 6/8/10 | District: 2 | Agenda Number: 4.7

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

The Redevelopment Agency and the County of Riverside identified a need to improve pedestrian access by constructing sidewalk improvements on Ben Nevis Boulevard. The project scope includes construction of approximately 1,800 lineal feet of concrete curb, gutter, and sidewalk from Conning Street to 200 feet Easterly of Lindsay Street and asphalt paving along the south side of Ben Nevis Boulevard in the community of Glen Avon. The project will improve both vehicular and pedestrian safety for residents and within the community.

The attached agreement between the Redevelopment Agency and County of Riverside provides \$296,000 in Jurupa Valley Redevelopment Capital Improvement Funds to Riverside County for the 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.



1 instruments necessary or convenient to the exercise of its powers;

2 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code  
3 a redevelopment agency may cause, provide to undertake or make provision with other  
4 agencies for the installation, or construction of streets, utilities, parks, playgrounds and  
5 other public improvements necessary for carrying out in the PROJECT AREA the  
6 redevelopment plan;

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

12 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great  
13 need for the installation of curb, gutter, and sidewalk on Ben Nevis Boulevard from  
14 Conning Street to 200' east of Lindsay Street within the unincorporated community of  
15 Glen Avon (hereinafter the "PROJECT");

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

20 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for construction-  
21 related costs associated with the PROJECT;

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

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

27 **SECTION 2. Location of the PROJECT**. The PROJECT is located on Ben  
28 Nevis Boulevard from Conning Street to 200' east of Lindsay Street in the

1 unincorporated community of Glen Avon, as more specifically detailed in Exhibit A,  
2 which is attached hereto and made a part hereof by this reference.

3 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY  
4 includes construction of approximately one thousand six hundred (1,800) lineal feet of  
5 concrete curb, gutter, sidewalk and asphalt paving along the south side of Ben Nevis  
6 Boulevard.

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

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

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

24 **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost  
25 of the PROJECT as outlined in Exhibit B, which is attached hereto and made a part  
26 hereof by this reference. Said costs for improvements and services shall not exceed  
27 two hundred ninety six thousand (\$296,000) dollars which shall constitute the full and  
28 complete financial obligation of the AGENCY. Said amount shall include, but is not

1 limited to, all of COUNTY's charges to construct the PROJECT.

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

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

12  
13 **AGENCY:** Gloria Perez, 2<sup>nd</sup> District Regional Manager  
14 Redevelopment Agency for the County of Riverside  
15 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501  
16 (951) 955-9056

17  
18 **COUNTY:** Cathy Wampler, Senior Civil Engineer  
19 Riverside County Transportation Department  
20 4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501  
21 (951) 955-6803

22  
23 **SECTION 9. Conflict of Interest.** No member, official or employee of AGENCY  
24 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor  
25 shall any such member, official or employee participate in any decision relating to this  
26 AGREEMENT which affects his or her personal interests or the interests of any  
27 corporation, partnership or association in which he or she is directly or indirectly  
28 interested.

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

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

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

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

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

27           **SECTION 13.           Insurance.** COUNTY shall cause COUNTY's  
28 Contractor/Consultant to maintain in force, until completion and acceptance of the

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

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

14 **SECTION 15. Project Sign.** COUNTY agrees that AGENCY may place a  
15 project sign at the PROJECT site identifying the AGENCY as a funding source for the  
16 road improvement project.

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

24 **SECTION 17. Amendments to the AGREEMENT.** It is agreed that the rights,  
25 interests, understandings, agreements and obligations of the respective parties  
26 pertaining to the subject matter of this AGREEMENT may not be amended, modified or  
27 supplemented in any respect except by a subsequent written instrument evidencing the  
28 express written consent of each of the parties hereto and duly executed by the Parties.



1 AGENCY'S Executive Director and COUNTY'S Director of Transportation are  
2 authorized to approve and execute amendments to the AGREEMENT up to ten percent  
3 (10%) of the total PROJECT budget for services consistent with the approved scope of  
4 services. Such amendments shall be mutually agreed upon by and between the  
5 AGENCY'S Executive Director and COUNTY'S Director of Transportation prior to the  
6 authorization of any additional work by and shall be incorporated in written amendments  
7 to this AGREEMENT.

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

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

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

21 END OF AGREEMENT

22 SIGNATURES ON NEXT PAGE

23 ///

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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 \_\_\_\_\_  
9 Bob Buster, Chairman  
10 Board of Directors

\_\_\_\_\_

Bob Buster, Chairman  
Board of Supervisors


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12  
13 **ATTEST:**

14 Kecia Harper-Ihem, Clerk of the Board

15  
16  
17 BY: \_\_\_\_\_  
18 Deputy

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20  
21 **APPROVED AS TO FORM:**

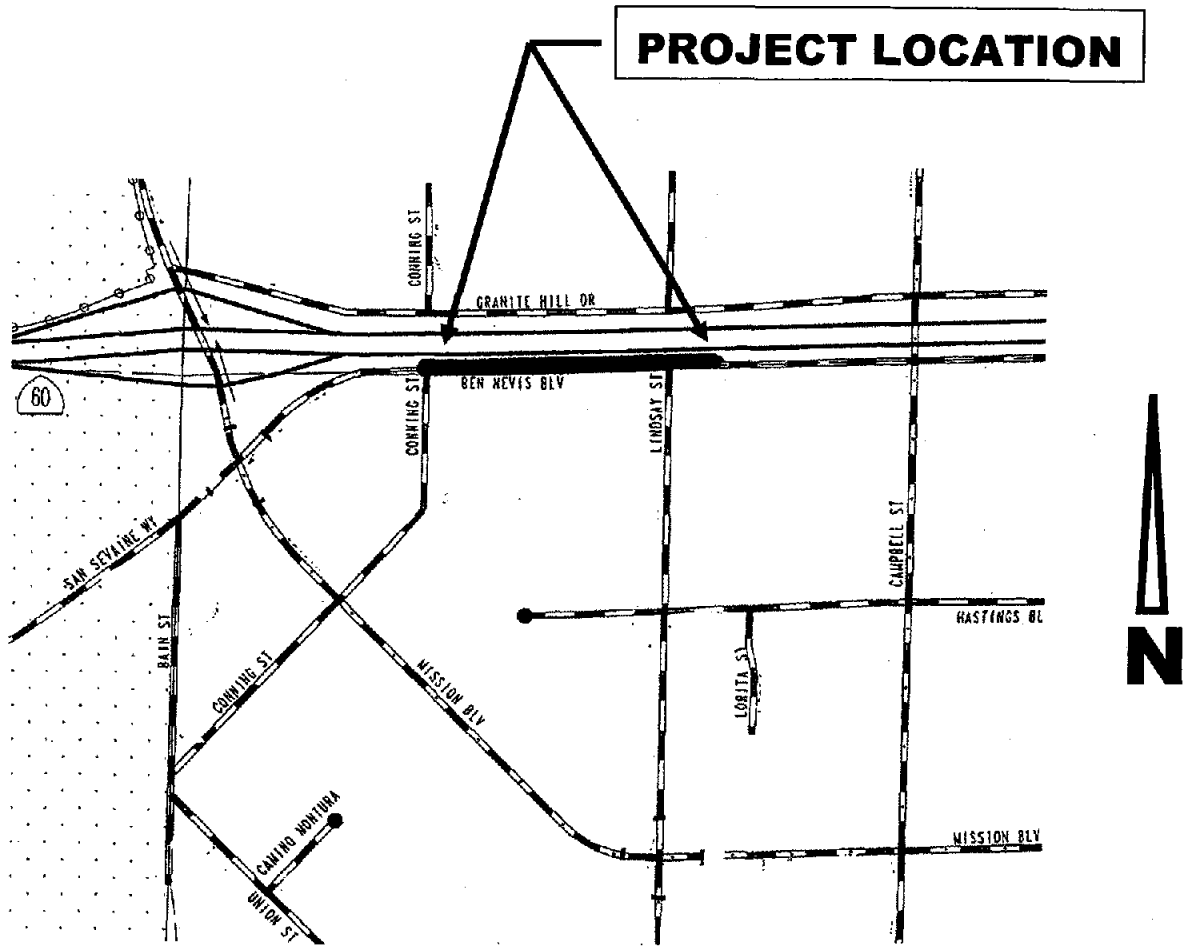
22 Pamela J. Walls, County Counsel

23  
24  
25 BY:  \_\_\_\_\_  
26 Deputy

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**EXHIBIT A**  
**LOCATION OF PROJECT**

**PROJECT LOCATION**



1 **EXHIBIT B**

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3 **SCOPE OF WORK**

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5 COUNTY will oversee and/or perform the following tasks associated with the  
6 PROJECT. The portion of PROJECT costs that is the subject of this AGREEMENT is  
7 listed under the column, "RDA Const."

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	<u>Total</u>	<u>SB 821</u>	* RDA <u>Design</u>	<u>RDA Const.</u>
10 Preliminary Survey	15,000	0	15,000	0
11 Environmental	4,000	0	1,000	3,000
12 Design	56,800	0	56,800	0
13 Right of Way Engr	2,000	0	2,000	0
14 Utilities	0	0	0	0
15 Construction **	326,000	82,000	0	244,000
16 Const Engr/Inspection	46,000	12,000	0	34,000
17 Construction Survey	<u>20,000</u>	<u>5,000</u>	<u>0</u>	<u>15,000</u>
18 TOTAL	474,8000	99,000	74,800	296,000

19

20 Notes:

21 \* Design-related services were covered under a separate reimbursement agreement between  
22 COUNTY and AGENCY and are not a part of this AGREEMENT.

23 \*\* The Construction cost does not include \$5,000 alternate bid work to be reimbursed directly  
24 by Jurupa Community Services District.