

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

201



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Roundabout Street Improvement Project

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 Roundabout Street Improvement Project is of benefit to the Desert Communities Project Area - Sub-Area Mecca as it will eliminate blighted conditions by constructing a roundabout roadway and related street improvements within the community; and

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,945,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Congestion Mitigation Air Quality (CMAQ) Funds \$2,000,000 (68%) Redevelopment Agency - Desert Communities Project Area (32%)	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

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

Prev. Agn. Ref.: 9.9 of 01/08/08; 4.4 of 10/21/08

District: 4

Agenda Number:

4.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 6/16/11
 SAMUEL WONG
 Departmental Concurrence
 DATE: 6-13-11
 ANITA C. WILLIS
 COUNTY COUNSEL
 BY: *Anita C. Willis*

RECOMMENDED MOTION: (Continued)

- b) No other reasonable means of financing the project are available to the community due to insufficient availability of funds as a result of the current economic downturn;
 - 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 and are described in the Mecca Downtown Revitalization Plan. In need of improvement is the primary entry point to Mecca. The project, Mecca Roundabout Street Improvements, consists of construction of a roundabout entry to the Mecca Community. The project limits: primary entry to the Mecca Community at 4th Street and Hammond Road. The Redevelopment Agency funding for the project is \$962,400.00

In its current condition the intersection is distinguished by a railroad crossing and a disjointed intersection. This entry is used by community residents, agricultural businesses (trucking and equipment), and commercial truckers as part of transportation corridor to Interstate 10. Tourists also travel this route to the Painted Canyons and Joshua Tree National Monument. For commercial truckers, Mecca is integral connection point to Interstate 10 as both Highway 111 and Expressway 86 converge in this agricultural community. Peak traffic season coincides with the grape harvest beginning April through July.

Given the special constraints at this location a roundabout design was conceived as a method to correct the disjointed intersection, allow for smoother traffic flow and improve safety.

As shown on the attached site map the main entry point is at Fourth Street and crosses the railroad tracks. Commercial truckers will take the free right lane to head southwesterly on Hammond Road, turn left on Avenue 66 which eventually connects with Interstate 10 south. The northeast corner of Fourth Street will cul-de-sac to separate the residential uses from the traffic circle. The geometric design encourages a slowing of traffic so that the navigation of the circle will be conducted at a safe speed. Additionally, the roundabout will reduce traffic congestion and avoid the idling of trucks and other vehicles thus reducing air pollution.

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 and located within or adjacent to the project area. The attached reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside will provide funds for the Transportation Department to perform certain project management and design services for the project.

(Continued)

Redevelopment Agency

Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Roundabout Street Improvement Project

June 16, 2011

Page 3

BACKGROUND: (Continued)

Ongoing maintenance expenses for the roundabout and all street improvements will be supported by the Riverside County Transportation Department. Landscaping improvements will be submitted to the voters for the establishment of a Landscape Maintenance District (LMD). If accepted the LMD will generate the revenue necessary for ongoing landscape maintenance.

Agency staff recommends that the Board of Supervisors make the required findings and approve the reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Roundabout Street Improvement Project.

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

Attachment: Reimbursement Agreement
Site Map

Project No. B9-0997

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REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE MECCA ROUNDABOUT STREET IMPROVEMENT PROJECT
AT THE INTERSECTION OF 4TH STREET AND HAMMOND ROAD, MECCA

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, by and through its Transportation Department, hereinafter **COUNTY**, hereinafter collectively referred to as the Parties, for the design development and the construction of the Mecca Roundabout Street Improvement Project at the intersection of 4th Street and Hammond Road, in the unincorporated community of Mecca.

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**;

1 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety Code,
2 the AGENCY is authorized to make and execute contracts and other instruments
3 necessary or convenient to the exercise of its powers;

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

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

14 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
15 need for the construction of roundabout street improvements at the intersection of 4th
16 Street and Hammond Road within the unincorporated community of Mecca (hereinafter
17 the "PROJECT");

18 **WHEREAS**, the PROJECT will benefit the PROJECT AREA by improving traffic
19 safety and flow at the intersection, providing aesthetic improvements for the community
20 and eliminating physical blighting conditions, and as such meets a primary objective of
21 the PLAN; and

22 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for design
23 development and construction costs associated with the PROJECT;

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

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

1 the PROJECT.

2 **SECTION 2. Location of the PROJECT.** The PROJECT is located at the
3 intersection of 4th Street and Hammond Road in the unincorporated community of
4 Mecca, as more specifically detailed in Exhibit A, which is attached hereto and made a
5 part hereof by this reference.

6 **SECTION 3. Scope of Work.** The work to be performed by COUNTY includes
7 design development and construction services for the installation of roundabout street
8 improvements, including asphalt concrete pavement, curb and gutter, sidewalk, access
9 ramps, medians, street lighting, landscaping and a community entry monument.

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

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

20 **SECTION 6. Time Limit.** COUNTY shall complete the work that is the subject
21 of this AGREEMENT within a period of twenty four (24) months after the date of
22 execution of this AGREEMENT. In the event said twenty four (24) 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.

27 **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost
28 of the PROJECT as outlined in Exhibit B, which is attached hereto and made a part

1 hereof by this reference. Said costs for improvements and services shall not exceed
2 nine hundred sixty-two thousand four hundred (\$962,400) dollars which shall constitute
3 the full and complete financial obligation of the AGENCY. Said amount shall include,
4 but is not limited to, all of COUNTY's charges to design and construct the PROJECT.

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

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

15
16 **AGENCY:** Leah Rodriguez, Project Manager
17 Redevelopment Agency for the County of Riverside
18 44-199 Monroe St., Suite B, Indio, CA 92201
19 (760) 863-2534
20

21 **COUNTY:** Cathy Wampler, Senior Civil Engineer
22 Riverside County Transportation Department
23 4080 Lemon Street, 8th Floor, Riverside, CA 92501
24 (951) 955-6800
25

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 \$2,000,000 minimum
6 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
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
11 Additional Insured Endorsements which meet the requirements of this section to
12 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 AGENCY as a funding source for the road
19 improvement 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.** It is agreed that the rights,
28 interests, understandings, agreements and obligations of the respective parties

1 pertaining to the subject matter of this AGREEMENT may not be amended, modified or
2 supplemented in any respect except by a subsequent written instrument evidencing the
3 express written consent of each of the parties hereto and duly executed by the Parties.

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

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

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

24 END OF AGREEMENT

25 SIGNATURES ON NEXT PAGE

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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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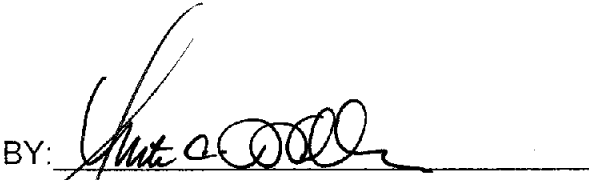
9 Bob Buster, Chairman
10 Board of Directors

Bob Buster, Chairman
Board of Supervisors

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13 **ATTEST:**
14 Kecia Harper-Ihem, Clerk of the Board

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17 BY: _____
18 Deputy

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21 **APPROVED AS TO FORM:**
22 Pamela J. Walls, County Counsel

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25 BY:  _____
26 Deputy

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EXHIBIT A

LOCATION OF PROJECT

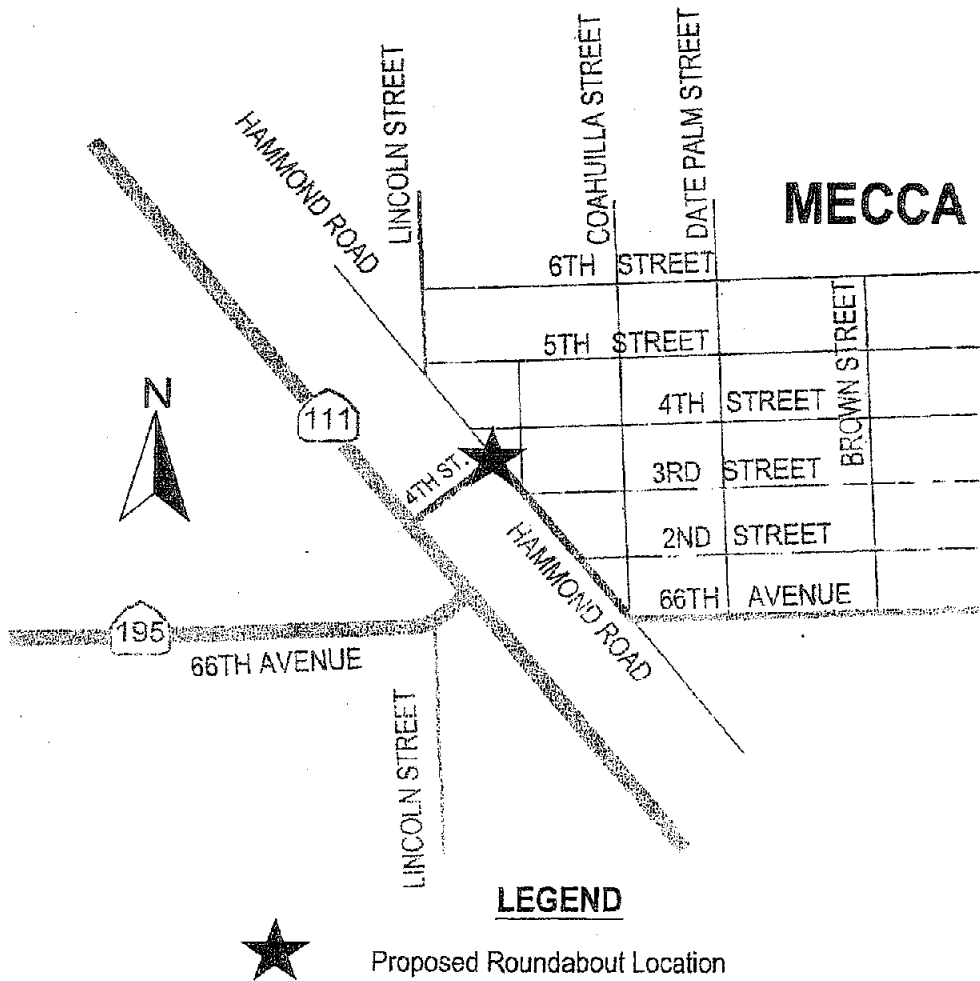


EXHIBIT B

SCOPE OF WORK

COUNTY will oversee and/or perform the following design development and construction-related tasks associated with the PROJECT.

	<u>Total</u>	<u>CMAQ</u>	<u>AGENCY</u>
Preliminary Survey	0	0	0
Environmental	127,000	0	127,000
Design	298,000	0	298,000
Right of Way	0	0	0
Utilities	0	0	0
Construction	2,100,000	1,770,600	329,400
Const Engr/Inspection	294,000	148,400	145,600
Construction Survey	<u>126,000</u>	<u>63,600</u>	<u>62,400</u>
TOTAL	2,945,000	1,982,600	962,400

The COUNTY will administer the funds as follows:

1. The Federal Highway Administration's Congestion Mitigation and Air Quality (CMAQ) program funding for the PROJECT is for a maximum of \$2,000,000 of eligible construction and construction-related costs. CMAQ funds 88.53% of eligible construction costs and 53% of eligible construction-related staff costs. The remainder is funded by the local agency, which is RDA.
2. The construction cost of the CMAQ-eligible roundabout street improvements is estimated at approximately \$2,000,000. The cost of the non-CMAQ-eligible wall construction is estimated at approximately \$100,000.
3. Right-of-way acquisition and utility company installation costs are not included within the scope of work.