

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

216



SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: King Road Paving Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a. That the proposed King Road Paving Project is of primary benefit to the West Garnet Sub-Area of the Mid-County Redevelopment Project Area because it will eliminate blight and enhance traffic safety in the project area by paving a dirty road;
 - b. No other reasonable means of financing 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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 325,000	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: Mid-County Redevelopment Project Area Capital Improvement Funds – West Garnet Sub Area	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

FISCAL PROCEDURES APPROVED
 FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS
 DATE: 6-15-11

Dept Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: N/A District: 5 Agenda Number: **4.12**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the project is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490, which includes construction of public infrastructure; and
2. Approve and authorize the Chairman to execute the attached agreement between the Redevelopment Agency for the County of Riverside and Riverside County Transportation Department for the Construction of the project; and
3. Allocate \$325,000 in Redevelopment Capital Improvement Funds for the King Road Paving Project.

BACKGROUND:

At a series of community meetings during 2009, members of the West Garnet community identified the paving of King Road as a community need. It is currently unpaved and nearly unusable. The work to be performed by Riverside County Transportation Department includes paving King Road from Garnet Road to El Dorado Road, which will be 26 feet in paved width with seven (7) feet shoulders on both sides; structural section will be 0.33' RMAS (Desert Mix) asphalt over 0.5' DG base for the length of the roads, which is 2,600 feet. This project will assist in eliminating blighted conditions by paving the road to provide enhanced public safety and vehicular access, improved traffic circulation and access to fire and rescue, as well as improve overall appearance.

The Riverside County Transportation has agreed to undertake the construction of the project for an estimated, not-to-exceed cost of \$325,000. Transportation will manage the entire project and ensure all regulatory and environmental requirements are met. The Redevelopment Agency for the County of Riverside (RDA), while acting as the funding entity, will be responsible for the acquisition of the necessary rights-of-way.

RDA staff recommends the Board approve the recommended motions and make the necessary findings, so the project may proceed.

1 **AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY**
2 **FOR THE COUNTY OF RIVERSIDE AND TRANSPORTATION DEPARTMENT**
3 **FOR THE KING ROAD PAVING PROJECT IN THE**
4 **UNINCORPORATED COMMUNITY OF WEST GARNET**

4 **THIS AGREEMENT**, is entered into on this _____ day of _____,
5 2011, by and between the Redevelopment Agency for the County of Riverside
6 (hereinafter "Agency") and the County of Riverside by and through the Riverside
7 County Transportation Department (hereinafter "RCTD") to pave King Road between El
8 Dorado and Garnet Avenue in the unincorporated community of West Garnet.

9 **W I T N E S S E T H**

10 **WHEREAS**, Agency is a redevelopment agency duly created, established and
11 authorized to transact business and exercise its powers, all under and pursuant to the
12 provisions of the Community Redevelopment Law ("CRL"), which is Part 1 of Division
13 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);
14 and

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

20 **WHEREAS**, Agency has adopted, by Ordinance No. 637 on December 23,
21 1986, a redevelopment plan for an area within the County known as the West Garnet
22 Sub-Area of the Mid-County Redevelopment Project Area (hereinafter "Project Area");
23 and

24 **WHEREAS**, the Redevelopment Plan for the Project Area was adopted in order
25 to eliminate blight and revitalize the substandard physical and economic conditions that
26 exist within the Project Area; and

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

4 **WHEREAS**, Agency and RCTD have determined that there is a great need for
5 the paving of King Road between El Dorado and Garnet Avenue within the community
6 of West Garnet, as detailed in Exhibit "A," which is attached hereto and incorporated
7 herein by this reference; and

8 **WHEREAS**, the paving of King Road between El Dorado and Garnet Avenue
9 (hereinafter referred to as the "Project") will significantly improve public safety within
10 the Project Area by eliminating hazardous road conditions, which jeopardize the safety
11 of residents within the Project Area; and

12 **WHEREAS**, Agency agrees to reimburse RCTD for the costs associated with
13 the Project using redevelopment capital improvement funds.

14 **NOW THEREFORE**, the parties hereto agree as follows:

15 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
16 eliminate blighted road conditions on King Road within the Project Area and to set forth
17 the terms and conditions by which Agency will provide funding for the Project.

18 **SECTION 2. Location of the Project.** The Project is located on King Road
19 between El Dorado and Garnet Avenue in the unincorporated community of West
20 Garnet in Riverside County.

21 **SECTION 3. Scope of Work.** The work to be performed by RCTD (hereinafter
22 RCTD) includes constructing King Road from Garnet Road to El Dorado Road, which
23 will be 26 feet in paved width with seven (7) feet shoulders on both sides; structural
24 section will be 0.33' RMAS (Desert Mix) asphalt over 0.5' DG base for the length of the
25 roads, which is two thousand six hundred feet (2,600 ft).

26 **SECTION 4. Construction of the Project.** RCTD shall cause the construction
27 of the Project to be carried out in compliance with all applicable laws, including, but not
28 limited to, compliance with the requirements set forth in California Health and Safety

1 Code Sections 33000 et seq.; nondiscrimination provisions of the Fair Housing and
2 Employment Act; the California Environmental Quality Act; the Public Contract Code;
3 and all applicable federal and state and local laws, rules and regulations.

4 **SECTION 5. Disbursement of Funds.** Agency shall reimburse RCTD for the
5 actual cost of the improvements for an amount not to exceed three hundred twenty-five
6 thousand dollars (\$325,000). Said amount shall be the maximum amount paid to
7 RCTD for the Project and shall include, but is not limited to, all of RCTD's charges for
8 construction, construction management, construction surveying, construction
9 inspection, and design.

10 RCTD shall bill Agency in monthly installments for the work performed during
11 the prior month(s) using a RCTD journal voucher. A written project status report shall
12 be included with each journal voucher. Said status report shall provide a description of
13 the work completed (that work which Agency is being billed for) and the work yet to be
14 performed. Status report shall also demonstrate the percentage of the project which is
15 completed. Any necessary corrections to journal voucher or project status report may
16 result in a delay of payment. The final billing journal voucher shall be received by
17 Agency within six (6) months of completion of the construction of the project. After said
18 six (6) month period, Agency will reprogram any remaining funds.

19 **SECTION 6. RCTD and Other Governmental Agency Permits.** RCTD
20 agrees to obtain, secure or cause to be secured any and all permits and/or clearances
21 which may be required by RCTD or any other federal, state or local governmental or
22 regulatory agency relating to the road rehabilitation that is the subject of this
23 Agreement.

24 **SECTION 7. Principal Contact Persons.** The following individuals are hereby
25 designated to be the principal contact persons for their respective parties:

26 ///
27 ///
28 ///

1 **AGENCY:** Andy Frost, Regional Manager
2 Redevelopment Agency for the County of Riverside
3 3403 Tenth St., Suite 500, Riverside, CA 92501
4 (951) 955-6619, (951) 955-6686 FAX

5 **RCTD:** Kelley Donovan, Engineering Project Manager
6 Riverside County Transportation Department
7 4080 Lemon Street, 8th Floor, Riverside, CA 92502
8 (951) 955-6816, (951) 955-4890 FAX

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

15 **SECTION 9. Interpretation and Governing Law.** This Agreement and any
16 dispute arising there under shall be governed and interpreted in accordance with the
17 laws of the State of California. This Agreement shall be construed as a whole
18 according to its fair language and common meaning to achieve the objectives and
19 purposes of the parties hereto, and the rule of construction to the effect that
20 ambiguities are to be resolved against the drafting party shall not be employed in
21 interpreting this Agreement, all parties having been represented by counsel in the
22 negotiation and preparation hereof.

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

26 **SECTION 11. Indemnification.** Except as to any legal challenge or claim
27 brought by any person or entity questioning the use of redevelopment funds for the
28 purposes set forth herein that is the subject of this Agreement: (I) RCTD shall
indemnify and hold Agency, its officers, agents and employees free and harmless from
liability to any person or entity not a party to this Agreement from any damage, loss or

1 injury to person and/or property which primarily relates to or arises from the negligence
2 or willful misconduct of RCTD, its officers, agents, or employees in the execution or
3 implementation of this Agreement; (ii) Agency shall indemnify and hold RCTD, its
4 officers, agents, or employees free and harmless from any person or entity not a party
5 to this Agreement from any damage, loss or injury to person and/or property which
6 primarily relates to or arises from the negligence or willful misconduct of Agency, its
7 officers, agents, or employees in the execution or implementation of this Agreement.

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

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

18 **SECTION 14. Entire Agreement.** This Agreement is intended by the parties
19 hereto as a final expression of their understanding with respect to the subject matter
20 hereof and as a complete and exclusive statement of the terms and conditions thereof
21 and supercedes any and all prior and contemporaneous agreements and
22 understandings, oral or written, in connection therewith. Any amounts to or clarification
23 necessary to this Agreement shall be in writing and acknowledged by all parties to the
24 Agreement.

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1 **IN WITNESS WHEREOF**, Agency and RCTD have executed this Agreement as
2 of the date first above written.

3
4 **REDEVELOPMENT AGENCY**
5 **FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

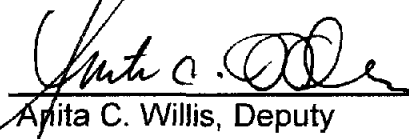
6
7 _____
8 Bob Buster, Chairman
9 Board of Directors

Bob Buster, Chairman
Board of Supervisors

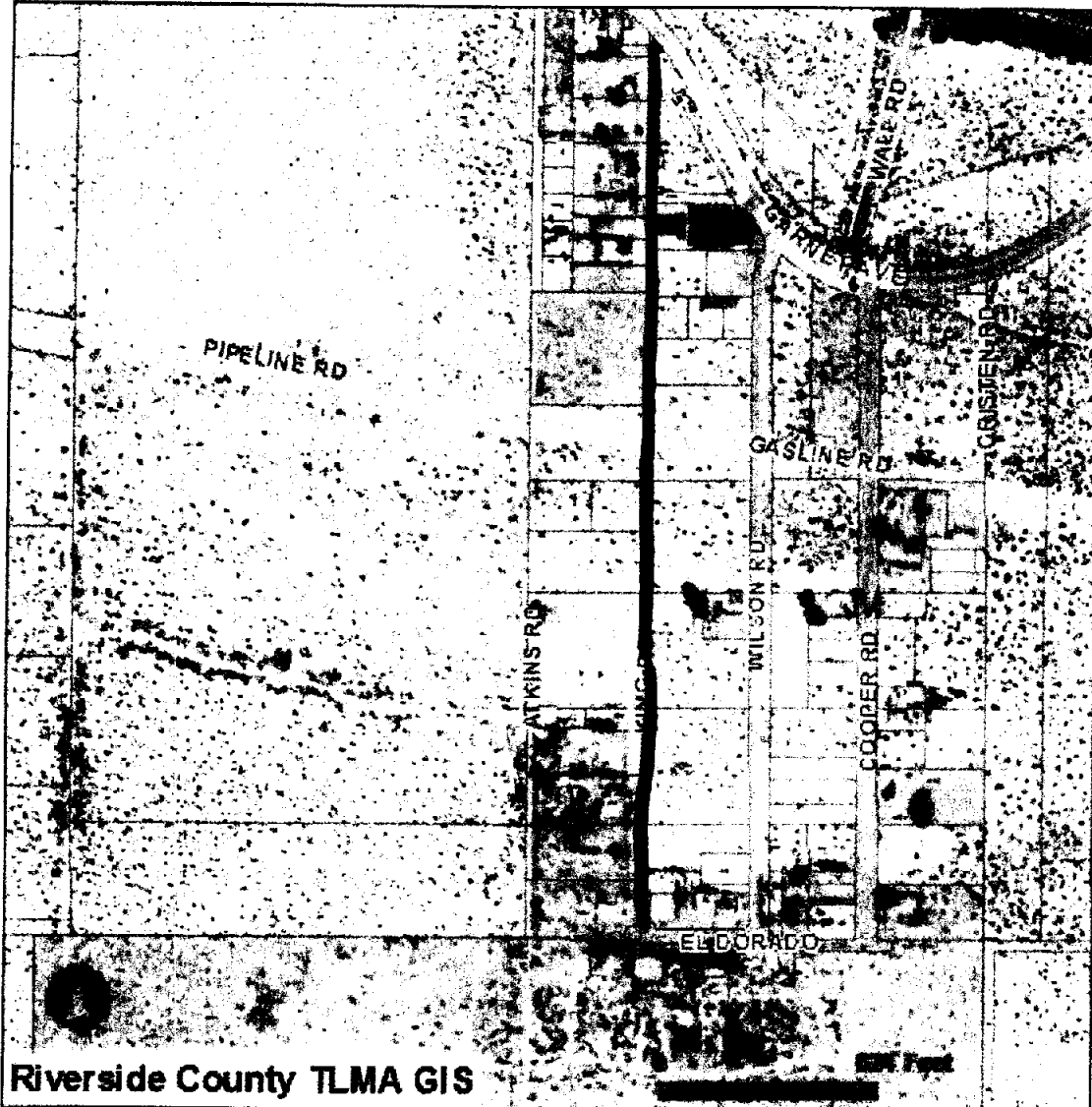
10
11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

14
15 _____
16 Deputy

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

20 
21 _____
22 Anita C. Willis, Deputy

King Road-Garnet



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 (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

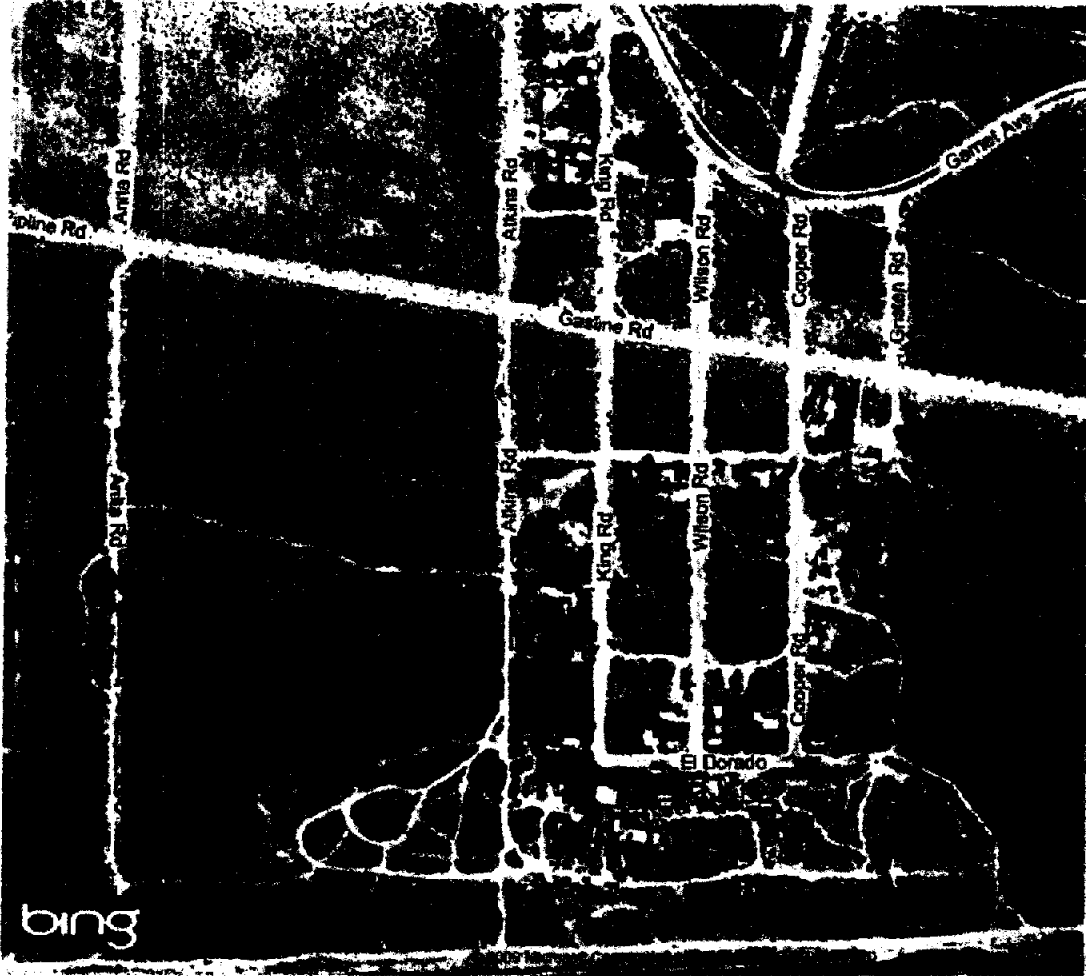
REPORT PRINTED ON: Wed Nov 04 16:19:55 2009

Street Map Plus Report

For Property Located At

48750 SEMINOLE DR, CABAZON CA 92230-2141

RealQuest Professional™



668-36

24-39-11

T.C.A. 061-081
061-082

P.O.R. SE 4 SEC. 17 T.3S.R.4E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

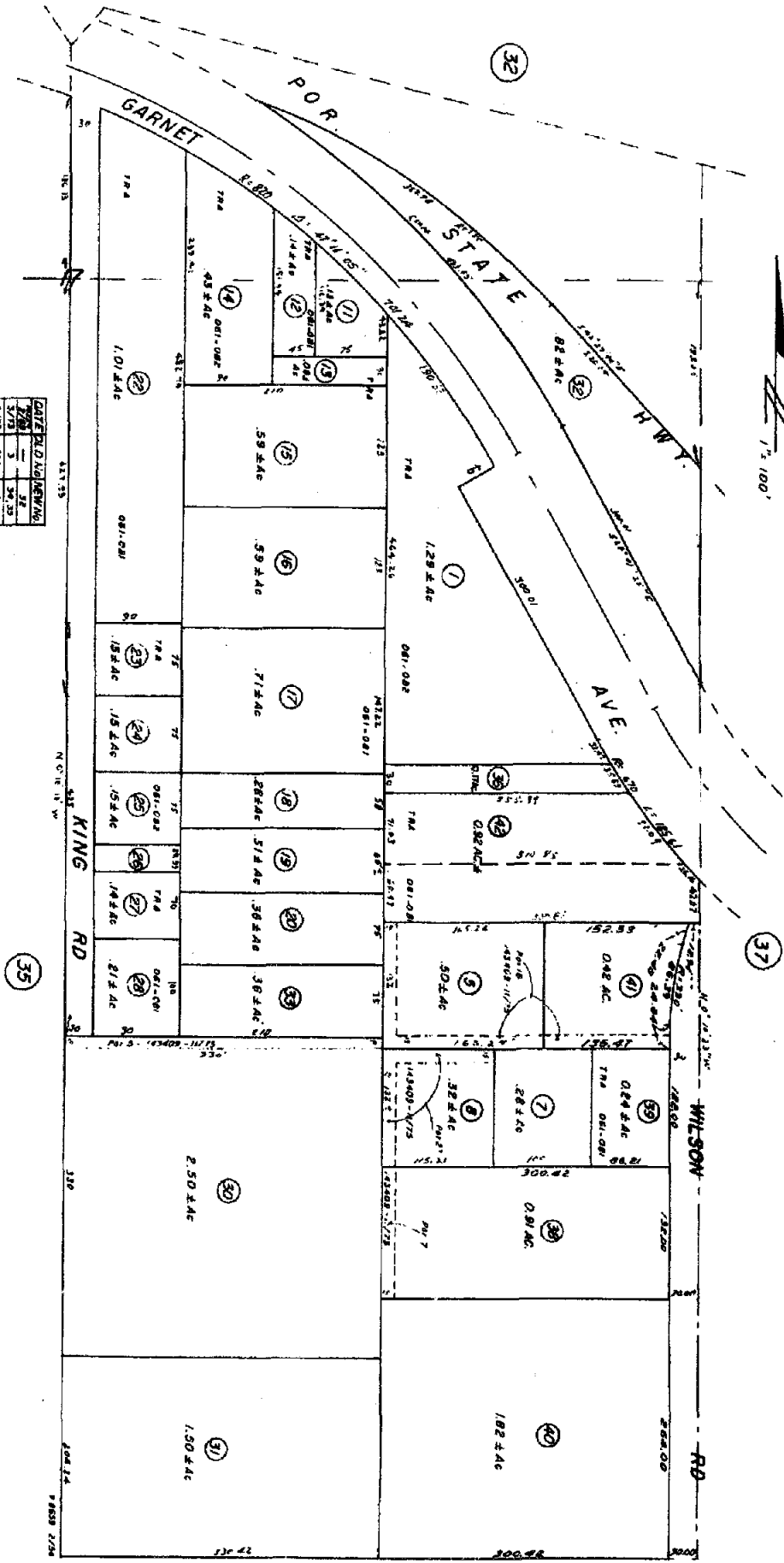
Aerial 1968

DATA 05 28/07
VIN-RIV-0

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ASSESSOR'S MAP 9K 658 03 7C
RIVERSIDE COUNTY, CALIF.

JUN 07 1995



Frost, Andrew

From: Donovan, Kelley
Sent: Wednesday, April 13, 2011 6:35 AM
To: Frost, Andrew
Subject: RE: King Rd

Ok. Here's the estimate:

Scope of work: Construct King Road from Garnet Road to El Dorado. Road will be 26 feet in paved width with 7 ft shoulders on both sides; structural section will be 0.33' RMAS (Desert Mix) asphalt over 0.5' DG base.

Length=2600'

Width=26'

Estimated cost=\$325,000

Cost includes construction, survey, utility coordination, environmental clearance. It does not include right of way acquisition, utility relocation or environmental mitigation. This estimate will be reviewed prior to start of construction.

When do you think this work will be approved?

From: Frost, Andrew [<mailto:AFrost@rivcoeda.org>]
Sent: Tuesday, April 12, 2011 3:51 PM
To: Donovan, Kelley
Subject: RE: King Rd

Does this help?

Andy Frost
5th District Regional Manager
office: 951-955-6619
Cell: 951-415-2346

From: Donovan, Kelley
Sent: Tuesday, April 12, 2011 6:42 AM
To: Frost, Andrew
Subject: King Rd

Andy, I have no info regarding the cost estimate I gave you last time. What are the limits of King Rd? Garnet Rd to El Dorado?

