

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



231 C

SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: Mead Valley Road Improvement Project – Phase 4

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The proposed Mead Valley Road Improvement 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 constructing much needed street infrastructure improvements, which will improve vehicular access and public safety;
 - 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:	\$ 2,100,000	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: I-215 Corridor Redevelopment Project Area Capital Improvement Funds-Mead Valley Sub-Area	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 J. Olson

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DATE: 6-22-11
 FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS
 DATE: 6-21-11
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.25 & 4.3 of 7/31/07; 3.9 & 4.1 of 1/12/10 | **District:** 1 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.19

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
2. Approve and authorize the Chairman of the Board to execute the attached agreement providing \$2,100,000 in redevelopment funds for Phase 4 of the Mead Valley Road Improvement Project.

BACKGROUND: The Redevelopment Agency (RDA) has been working cooperatively with staff members of the Transportation Department to develop a road improvement plan that would assist in the elimination of blight and revitalize the substandard physical and economic conditions that exist within the Mead Valley community. This project will assist in eliminating blighted conditions by providing the necessary road improvements that will improve roadway conditions for the community. Many roads are in need of improvements that will improve roadway conditions for the community. Many roads are in need of improvements and priority has been developed to address this need. Phase 1 of this plan was approved on July 31, 2007, which included the improvement of five roads in the Mead Valley area. Phase 2 of this plan was approved by the Board of Supervisors on July 1, 2008 and included the improvement of ten dirt roads. Phase 3 of this plan was approved by the Board of Supervisors on January 12, 2010 and included the improvement of twelve dirt roads. All roads in Phase 1, 2, and 3 have been improved, therefore the following roads are recommended for improvement in Phase 4:

- 1) Church Street from Clark Street to Old Elsinore Road;
- 2) Church Street from Old Elsinore Road to 800 ft. Westerly;
- 3) Jean Street from Hallet Street to Brown Street;
- 4) Sage Street from Brown Street to 1100 ft. Westerly;
- 5) Bonham Street from Alexander Street to 800 Ft. Westerly;
- 6) Elmwood Street from Clark Street to Carroll Street;
- 7) Thomas Lane from Hallet Street to Brown Street;
- 8) Cedar Street from Old Elsinore Road to 1400 ft Easterly;
- 9) Smoketree Street from Old Elsinore Road to 850 ft. Easterly; and
- 10) Mack Street from Old Elsinore Road to 1000 ft. Easterly.

The Transportation Department has determined that the project qualifies for an exemption under CEQA Section 15301 (c). The project consists of paving ten existing dirt roads. The project will require no widening or very minor widening, minor changes to the vertical or horizontal profiles and no changes to existing drainage patterns or access control. The project will involve negligible expansion beyond the roads' existing use. Paving existing dirt roads has also been determined to be exempt from the provisions of the MSHCP as an operation and maintenance activity. The impacts associated with the project are limited to construction-related noise, dust, erosion control and traffic control.

**AGREEMENT BY AND BETWEEN
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE TRANSPORTATION DEPARTMENT FOR THE
MEAD VALLEY ROAD IMPROVEMENT PROJECT PHASE 4**

THIS AGREEMENT, is entered into on this _____ day of _____, 2011 by and between the Redevelopment AGENCY for the County of Riverside (hereinafter referred to as "AGENCY") and the County of Riverside by and through its Transportation Department (hereinafter referred to as "COUNTY") for the improvement of ten (10) dirt roads in the Mead Valley Area.

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 ("CRL"), which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

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

WHEREAS, the Riverside County Board of Supervisors adopted, by Ordinance No. 821, on July 16, 2001, a redevelopment plan for an area within the County known as the I-215 Corridor Redevelopment Project Area (hereinafter referred to as "Project Area"), and

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

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

4 **WHEREAS**, AGENCY and COUNTY have determined that there is a great need
5 for road improvements in the Project Area; and

6 **WHEREAS**, the improvement of these ten (10) roads will eliminate blighting
7 conditions within the Project Area and assist in implementing its redevelopment plan.

8 **NOW, THEREFORE**, for the mutual promises contained herein, the parties
9 hereto do hereby agree as follows;

10 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
11 set forth the terms and conditions by which AGENCY will reimburse COUNTY for
12 COUNTY'S actual costs associated with the construction of the project in an amount
13 not to exceed \$2,100,000.

14 **SECTION 2. Location of the Project.** The project site is located in the
15 unincorporated community of Mead Valley within the Project Area.

16 **SECTION 3. Scope of Services.** The work to be performed by COUNTY shall
17 include the paving for the following ten (10) dirt roads within the Project Area; 1)
18 Church Street from Clark Street to Old Elsinore Road, 2) Church Street from Old
19 Elsinore Road to 800 ft. Westerly, 3) Jean Street from Hallet Street to Brown Street, 4)
20 Sage Street from Brown Street to 1100 ft. Westerly, 5) Bonham Street from Alexander
21 Street to 800 ft. Westerly, 6) Elmwood Street from Clark Street to Carroll Street, 7)
22 Thomas Lane from Hallet Street to Brown Street, 8) Cedar Street from Old Elsinore
23 Road to 1400 ft. Easterly, 9) Smoketree Street from Old Elsinore Road to 850 ft.
24 Easterly, and 10)Mack Street from Old Elsinore Road to 1000 ft. Easterly. The Scope
25 of Services includes scheduling, field coordination, construction surveys, utility
26 coordination, environmental clearance, inspections, paving, street signs, and all other
27 miscellaneous services associated with the Project. The work to be performed by
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1 AGENCY shall include right-of-way acquisition. Utility relocations and environmental
2 mitigation are not included in the scope of services to be performed by County.

3 **SECTION 4. The Contractor.** The contractor(s) for the Project ("the
4 Contractor") will be Riverside County Transportation Department (COUNTY) crew.

5 **SECTION 5. Disbursement of Funds.** AGENCY shall reimburse COUNTY for
6 the actual cost of the road improvements in the amount not-to-exceed Two Million, One
7 Hundred Thousand Dollars (\$2,100,000) for the Mead Valley Road Improvement
8 Project – Phase 4. Said amount shall be the maximum amount paid to COUNTY for
9 the Project and shall include, but is not limited to, all of COUNTY's charges for design,
10 preliminary survey, environmental clearance, design, project management and
11 construction, pursuant to the Scope of Services.

12 COUNTY will be reimbursed upon AGENCY's receipt of journal vouchers issued
13 by COUNTY for services specified in this Agreement. A written project status report
14 shall be included with each journal voucher. Said status report shall provide a
15 description of the work completed. Any necessary corrections to journal voucher or
16 project status may result in a delay of payment. All costs incurred for actual work
17 completed by COUNTY must be billed to AGENCY within six (6) months from
18 completion of services specified in this Agreement in order to receive payment. Any
19 journal voucher received after this time will be returned to COUNTY without payment
20 and AGENCY will reprogram any remaining funds.

21 **SECTION 6. COUNTY and Other Governmental AGENCY Permits.**
22 COUNTY agrees to obtain, secure or cause to be secured any and all permits and/or
23 clearances, which may be required by the County of Riverside or any other federal,
24 state or local governmental, or regulatory AGENCY relating to the Project that is the
25 subject of this Agreement.

26 **SECTION 7. Contact Persons.** The following individuals are hereby
27 designated to be the contact persons for their respective Parties:
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1 AGENCY: Aurelio Aguirre, Regional Manager
2 Riverside County Economic Development AGENCY
3 3403 Tenth Street, Suite 500
4 Riverside, CA 92501
(951)955-6682 Phone
(951)955-4890 Fax

5 COUNTY: Juan C. Perez, Director
6 Riverside County Transportation Department
7 4080 Lemon Street, 8th Floor
8 PO Box 1090
9 Riverside, CA 92502-1090
(951)955-6803 Phone
(951)955-3164 Fax

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

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

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

27 **SECTION 11. Indemnification.** Except as to any legal challenge or claim
28 brought by any person or entity questioning the use of redevelopment funds for the

1 purposes set forth herein that is the subject of this Agreement: (i) COUNTY shall
2 indemnify and hold AGENCY, its officers, agents, and employees free and harmless
3 from liability to any person or entity not a party to this Agreement from any damage,
4 loss, or injury to person and/or property, which primarily relates to or arises from the
5 negligence or willful misconduct of the COUNTY, its officers, agents, or employees in
6 the execution or implementation of this Agreement; (ii) AGENCY shall indemnify and
7 hold COUNTY, its officers, agents, or employees free and harmless from any person or
8 entity not a party to this Agreement from any damage, loss, or injury to person and/or
9 property, which primarily relates to or arises from the negligence or willful misconduct
10 of AGENCY, its officers, agents, or employees in the execution or implementation of
11 this Agreement.

12 **SECTION 12. Insurance.** COUNTY shall maintain in force, until completion
13 and acceptance of the Mead Valley Road Improvement Project, a policy of General
14 Liability Insurance, including coverage of Bodily Injury Liability and Property Damage
15 Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
16 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements
17 to each policy shall be required, which name the AGENCY, its officers, directors,
18 officials, agents, and employees as *additionally insured*. COUNTY shall also maintain
19 Worker's Compensation Insurance. Additionally, COUNTY shall maintain in force, until
20 completion of construction, a policy of Professional Liability Insurance for all
21 engineering work performed for Project, with a limit of liability of not less than
22 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. COUNTY shall provide
23 copies of Certificates of Insurance and Additional Insured Endorsements, which meet
24 the requirements of this section to AGENCY prior to start of construction. It is mutually
25 agreed that AGENCY is authorized to accept alternate insurance coverage, in lieu of
26 the above stated requirements, if approved by the AGENCY's Risk Management.

27 **SECTION 13. Section Headings.** The Section headings herein are for the
28 convenience of the parties shall only and shall not be deemed to govern, limit, modify,

1 or in any manner affect the scope, meaning or intent of the provisions or language of
2 this Agreement.

3 **SECTION 14. Time Limit.** COUNTY shall complete the work that is the subject
4 of this Agreement within a period of twelve (12) months after the date of execution of
5 this Agreement. In the event said twelve (12) month period expires prior to the
6 completion of the work, the terms of this Agreement may be extended upon written
7 consent of both parties. Nothing in this Section shall be deemed a waiver of any or all
8 claims or other actions by either party in regard to any breach of this Agreement.

9 **SECTION 15. Compliance with Laws and Regulations.** By executing this
10 Agreement, AGENCY, and COUNTY agree to comply with all applicable federal, state
11 and local laws, regulations, and ordinances.

12 **SECTION 16. Assignment and Modification.** This Agreement shall not be
13 assigned, amended or modified without prior written approval of the AGENCY and
14 COUNTY.

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

20 **SECTION 18. Severability.** Each paragraph and provision of this Agreement is
21 severable from each other provision, and if any provision or part thereof is declared
22 invalid, the remaining provisions shall remain in full force and effect.

23 **SECTION 19. Authority to Execute.** The persons executing this Agreement or
24 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and
25 represent that they have the authority to execute this Agreement and warrant and
26 represent that they have the authority to bind the respective parties to this Agreement
27 to the performance of its obligations hereunder.
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1 **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties
2 hereto as a final expression of their understanding with respect to the subject matter
3 hereof and as a complete and exclusive statement of the terms and conditions thereof
4 and supersedes any and all prior and contemporaneous agreements and
5 understandings, oral or written, in connection therewith. Any amounts to or clarification
6 necessary to this Agreement shall be in writing and acknowledge by all parties to the
7 Agreement.

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

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

COUNTY OF RIVERSIDE

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8 _____
9 Bob Buster, Chairman
10 Board of Directors

8 _____
9 Bob Buster, Chairman
10 Board of Supervisors

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

14 _____
15 Deputy

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

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

19
20 _____
21 Anita C. Willis, Deputy

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20 _____
21 Marsha Victor, Deputy