

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

438



FROM: Redevelopment Agency

SUBMITTAL DATE:

July 14, 2011

SUBJECT: Temescal Canyon Road Improvement Project

RECOMMENDED MOTION: That the Board of Directors make the following findings:

1. Adopt the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, attached hereto as EA1104100210, based on the findings incorporated therein;
2. Adopt the Temescal Canyon Road Improvement Project as described in the Initial Study/Mitigated Negative Declaration;

BACKGROUND: The Redevelopment Agency for the County of Riverside (RDA) and Riverside County Transportation Department staff identified a need to widen Temescal Canyon Road to four lanes in the unincorporated community of Temescal Valley, starting from the southern end of Wildrose Business Park to Dawson Canyon Road.

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	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: No

SOURCE OF FUNDS: N/A

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

FORM APPROVED COUNTY COUNSEL
BY: ANITA C. WILLIS
DATE: 6-28-11
Departmental Concurrence

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

Prev. Agn. Ref.: 3.21 of 3/16/10; 4.4 of 3/16/10

District: 1

Agenda Number

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

This project includes, but is not limited to, road widening, curb and gutter, storm drain improvements, and portions of sidewalk. In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, an Initial Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from the road widening and storm drain improvements along Temescal Canyon Road. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated thirty-day public review and comment period from April 21, 2011 to May 20, 2011.

Pursuant to CEQA Section 15074, the Board shall consider all comments received during the review period prior to adoption of the IS/MND. The comment letters and responses are included in the IS/MND.

Pursuant to CEQA (Public Resources Code Section 21081.6), the Board is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented to the Board for adoption is designed to ensure compliance during project implementation. The Initial Study determined that with implementation of mitigation measures requiring remediation of the site prior to subsequent road improvements would reduce impacts to less than significant levels.

**COOPERATIVE AGREEMENT BY AND BETWEEN
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT
FOR THE CONSTRUCTION OF
THE TEMESCAL CANYON ROAD IMPROVEMENT PROJECT IN THE
UNINCORPORATED COMMUNITY OF TEMESCAL**

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THIS AGREEMENT, is entered 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 construction of widening and realignment of Temescal Canyon Road Improvement Project (hereinafter referred to as "PROJECT") located from the southern end of Wildrose Business Park to Dawson Canyon in the unincorporated community of Temescal (Exhibit A).

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 33000et 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 contiguous to a redevelopment project area upon making certain findings; and

WHEREAS, the Riverside County Board of Supervisors Adopted, by Ordinance No. 800, on December 21, 1999, a redevelopment plan for an area within the County known as the Redevelopment Project Area 1-1986 (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

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1 **WHEREAS**, the PROJECT shall eliminate blight by improving an inadequate public street
2 which is subject to flooding and is in a deteriorated condition by providing needed drainage
3 infrastructure improvements and road rehabilitation on a public road that consistently experiences
4 frequent road and private property flooding and deteriorating pavement; and

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

8 **WHEREAS**, AGENCY and COUNTY have determined that there is a need for the PROJECT
9 from the southern end of Wildrose Business Park to Dawson Canyon in the unincorporated community
10 of Temescal and will enhance public safety; and

11 **WHEREAS**, the AGENCY agrees to reimburse COUNTY for construction costs associated
12 with the PROJECT, as demonstrated in Exhibit B.

13 **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and mutual promises
14 contained herein, the parties agree as follows:

15 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to set forth the
16 terms and conditions by which AGENCY will reimburse COUNTY for COUNTY'S actual costs
17 associated with the construction of the PROJECT as shown in Exhibit B.

18 **SECTION 2. Location of the Project.** The project site is located on Temescal Canyon Road,
19 in the unincorporated community of Temescal, from the southern end of Wildrose Business Park to
20 Dawson Canyon as set forth in Exhibit A.

21 **SECTION 3. Scope of Services.** The work to be performed by COUNTY shall include
22 administration of the PROJECT for the construction of four lanes, curb, gutter, and sidewalk
23 improvements; wet and dry utility relocations; flood control improvements and a signal modification
24 and relocation at the intersection of Dawson Canyon Road and Temescal Canyon Road in the
25 unincorporated community of Temescal, in accordance with the local AGENCY Public Contract Code

1 and the California Labor Code.

2 **SECTION 4. Construction of the Project.** The contractor(s) for the PROJECT (“the
3 Contractor”) shall be selected by COUNTY pursuant to the Public Contract Code. COUNTY shall be
4 responsible for all services and acts performed by the contractor.

5 COUNTY shall be responsible for construction services, including but not limited to,
6 compliance with the requirements established for the use of redevelopment funds as set forth in
7 California Health and Safety Code Sections 33000 et seq., the California Environmental
8 Quality Act (“CEQA”), nondiscrimination provisions of California Government Code Sections
9 12920 et seq., public works project construction management requirements, as well as, all
10 applicable federal, state and local laws, rules, and regulations.

11 **SECTION 5. Payment.** AGENCY shall reimburse COUNTY for the actual cost of the
12 PROJECT in an amount not to exceed six million dollars (\$6,000,000), as set forth on the Exhibit B.
13 COUNTY, as construction manager of the PROJECT, shall invoice AGENCY for the work performed
14 and submit documentation to verify reimbursable expenditures by COUNTY. A written project status
15 report shall be included with each invoice. Said status report shall provide a description of the work
16 completed. Any necessary corrections to invoices or project status updates may result in a delay of
17 payment. All costs incurred for actual work completed by COUNTY must be billed to AGENCY
18 within 12 months from completion of services specified in this Agreement in order to receive payment.

19 **SECTION 6. Regulatory Agency Permits.** AGENCY agrees to obtain, secure or cause to be
20 secured any and all permits and/or clearances which is required by the County of Riverside or any other
21 federal, state or local governmental or regulatory agency relating to the PROJECT that is the subject of
22 this Agreement. COUNTY will implement all the terms and conditions.

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1 **SECTION 7. Contact Persons.** The following individuals are hereby designated to be the
2 contact persons for their respective Parties:

3 **AGENCY:** Aurelio Aguirre, Economic Development Manager
4 Redevelopment Agency for the County of Riverside
5 3403 Tenth Street, Suite 500
6 Riverside, CA 92501
7 (951)955-0911 Phone
8 (951)955-4890 Fax

9 **COUNTY:** Neil Nilchian, Engineering Project Manager
10 Riverside County Transportation Department
11 4080 Lemon Street, 8th Floor, Riverside, CA 92502
12 (951)955-6740 Phone
13 (951)955-3198 Fax

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

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

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

SECTION 11. Indemnification. Except as to any legal challenge or claim brought by any
person or entity questioning the use of redevelopment funds for the purposes set forth herein that is the

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

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

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

19 **SECTION 14. Compliance with Laws and Regulations.** By executing this Agreement,
20 AGENCY and COUNTY agree to comply with all applicable federal, state and local laws, regulations
21 and ordinances.

22 **SECTION 15. Assignment and Modification.** This Agreement shall not be assigned,
23 amended or modified without prior written approval of the AGENCY and COUNTY.

24 **SECTION 16. Waiver.** Failure by a party to insist upon the strict performance of any of the
25 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the

1 default of the other party, shall not constitute a waiver of such party's right to insist and demand strict
2 compliance by the other party with the terms of this Agreement thereafter.

3 **SECTION 17. Severability.** Each paragraph and provision of this Agreement is severable
4 from each provision, and if any provision or part thereof is declared invalid, the remaining provisions
5 shall remain in full force and effect.

6 **SECTION 18. Authority to Execute.** The persons executing this Agreement or exhibits
7 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have
8 the authority to execute this Agreement and warrant and represent that they have the authority to bind
9 the respective parties to this Agreement to the performance of its obligations hereunder.

10 **SECTION 19. Amendments and Modifications.** It is agreed that the rights, interests,
11 understandings, agreements and obligations of the respective parties pertaining to the subject matter of
12 this AGREEMENT may not be amended, modified or supplemented in any respect except by a
13 subsequent written instrument evidencing the express written consent of each of the parties hereto and
14 duly executed by the Parties.

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

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IN WITNESS WHEREOF, AGENCY and COUNTY have caused their duly authorized representatives to execute this Agreement as of the date first written.

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

Bob Buster, Chairman
Board of Directors

Bob Buster, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

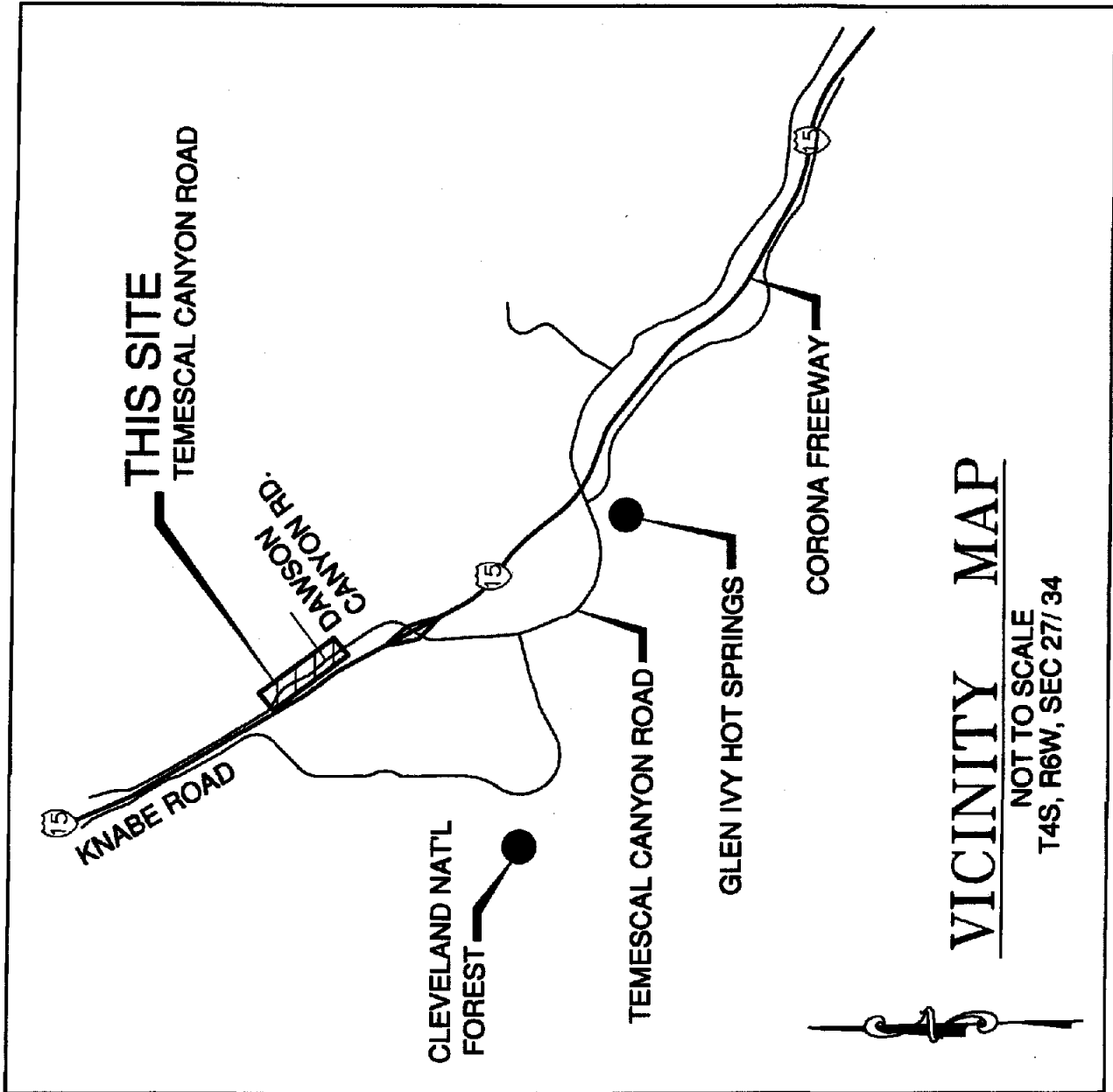
FORM APPROVED COUNTY COUNSEL
BY: *M. L. Victor* 6/21/11
MARSHA L. VICTOR DATE

Deputy

APPROVED AS TO FORM:
Pamela J. Walls
Agency Counsel

Anita C. Willis
Anita C. Willis, Deputy

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THIS SITE
TEMESCAL CANYON ROAD

DAWSON
CANYON RD.

KNABE ROAD

CLEVELAND NAT'L
FOREST

TEMESCAL CANYON ROAD

GLEN IVY HOT SPRINGS

CORONA FREEWAY

VICINITY MAP

NOT TO SCALE
T4S, R6W, SEC 27/34

EXHIBIT B

**Temescal Canyon Road Improvement Project
Cooperative Agreement**

PROJECT COST ESTIMATE

	<u>TOTAL COST</u>	<u>AGENCY</u>	<u>COUNTY</u>
Construction Cost with 10% Contingencies	\$5,850,000	\$5,000,000	\$850,000*
Utilities	\$1,000,000	\$1,000,000	\$0
Construction Survey	\$150,000	\$0	\$150,000*
Construction Inspection	\$500,000	\$0	\$500,000*
TOTAL COST:	\$7,500,000	\$6,000,000	\$1,500,000*

* RCTD source of funds will be determined prior to awarding the project.