

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 8/18/14

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

362



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
 August 28, 2014

**SUBJECT:** Temescal Canyon Road Curve Realignment Project, District 1/District 1, [\$845,000],  
 Redevelopment Excess Bond Proceeds – Project Area 1-1986

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

1. Approve and authorize the Chairman to execute the attached Agreement by and between the Successor Agency to the Redevelopment Agency ("Agency") and the County of Riverside Transportation and Land Management Agency ("TLMA") for the construction of the Temescal Canyon Road Curve Realignment Project; and,
2. Authorize staff to submit the Reimbursement Agreement to the Oversight Board for approval.

Departmental Concurrence

**BACKGROUND:**

**Summary**  
 (Commences on page 2)

*Rohini Dasika*  
 Rohini Dasika  
 Senior Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 300,000	\$ 200,000	\$ 845,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
<b>SOURCE OF FUNDS:</b> Redevelopment Excess Bond Proceeds - Project Area 1-1986				<b>Budget Adjustment:</b>	No
				<b>For Fiscal Year:</b>	14/15-16/17

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Alex Gann*  
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: 1 Agenda Number: \_\_\_\_\_

4-3

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Temescal Canyon Road Curve Realignment Project, District 1/District 1, [\$845,000],  
Redevelopment Excess Bond Proceeds – Project Area 1-1986  
DATE: August 28, 2014  
PAGE: 2 of 2**

**BACKGROUND:  
Summary (continued)**

The Riverside County Board of Supervisors adopted the El Cerrito/Temescal sub-area of the 1-1986 Project Area via Ordinance 800 on December 21, 1999. The former Redevelopment Agency for the County of Riverside issued tax allocation bonds for the project area in 2006. The Agency planned for various redevelopment projects to be financed in whole or in part from the bond proceeds, including drainage projects, street improvements, sidewalks and pedestrian amenities, and related public infrastructure improvements. Currently there are approximately \$6.1 million in unspent bond proceeds.

The dissolution of redevelopment agencies in the state of California, pursuant to ABx1 26, became effective on February 1, 2012. Each redevelopment agency was required to establish a successor agency to perform the unwinding of redevelopment activity. The County of Riverside, through the Executive Office, serves as the Successor Agency to the Redevelopment Agency.

AB1484 was signed into law on June 27, 2012, and made several changes to ABx1 26. One provision of AB 1484 allows successor agencies to utilize excess bond proceeds for bonds issued prior to January 1, 2011, for the purposes for which the bonds were sold, once the successor agency has received a Finding of Completion (FOC), from the Department of Finance (DOF).

In anticipation of receiving a FOC, the Agency requested funding for the Grand Avenue Road Improvement project on ROPS 14-15A, for the period covering July-December 2014. Subsequent to submission of ROPS 14-15A, the Agency received a FOC from the DOF on April 18, 2014, after DOF confirmed that the Agency remitted all funds determined to be due to the County during the due diligence review and true-up process.

The use of the excess bond proceeds for the Temescal Canyon Road Curve Realignment project, as requested by the Agency on line #377 of ROPS 14-15A, was approved by DOF on May 16, 2014. The total amount of the excess bond proceeds to be used for the project is \$845,000. Therefore, staff recommends approval of the attached Reimbursement Agreement by and between the Successor Agency and TLMA for the project. After approval by the Board, the Agreement will be submitted to the Oversight Board and DOF for final approval.

**Impact on Citizens and Businesses**

Approval of this Agreement will have a positive impact on residents and businesses within the El Cerrito/Temescal community. Road paving and protection and construction of new drainage facilities will increase safety and improve the community.



1           **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code, the Agency is  
2 authorized to make and execute contracts and other instruments necessary or convenient in compliance  
3 with the Enforceable Obligation Payment Schedule (EOPS), as superseded by the Recognized  
4 Obligation Payment Schedule (ROPS) as adopted by the Agency and the Oversight Board;

5           **WHEREAS**, the Agency received a Finding of Completion letter from the California  
6 Department of Finance (DOF) on April 18, 2014;

7           **WHEREAS**, pursuant to HSC section 34191.4(c), the Agency may spend proceeds derived  
8 from bonds issued prior to December 31, 2010;

9           **WHEREAS**, the bonds issued for the 1-1986 Project Area were issued in 2006, and therefore  
10 qualify as excess bond proceeds as defined in HSC section 34191.4(c);

11           **WHEREAS**, the Agency requested funding for this Project on ROPS 14-15A as line item 377;

12           **WHEREAS**, the use of excess bond proceeds was approved funding for the Project was  
13 approved by letter from DOF on May 16, 2014; and,

14           **WHEREAS**, the Agency agrees to reimburse TLMA for the costs associated with the  
15 construction of the PROJECT using excess bond proceeds.

16           **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and mutual promises  
17 contained herein, the parties hereto do hereby agree as follows:

18           **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to construct road  
19 and drainage improvements on Temescal Canyon Road.

20           **SECTION 2. Location of the Project.** The project site is located in the unincorporated  
21 community of Temescal Canyon.

22           **SECTION 3. Scope of Services.** The work to be performed by TLMA shall include, but not  
23 be limited to, administration of the Project; construction of approximately 1,400 linear feet of Temescal  
24 Canyon Road between Dawson Canyon Road and Pulsar Street; road paving; construction of cut and fill  
25 slopes; and protection of existing drainage facilities or construction of new drainage facilities.

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

4           **SECTION 5. Disbursement of Funds.** Agency shall reimburse TLMA for the actual cost of  
5 the Project in the amount not to exceed eight hundred and forty-five thousand dollars (\$845,000).

6           TLMA will be reimbursed upon Agency’s receipt of journal vouchers issued by TLMA for the  
7 services specified in this Agreement. A written project status report shall be included with each journal  
8 voucher. Said status report shall provide a description of the work completed. Any necessary  
9 corrections to journal voucher or project status may result in a delay of payment. All costs incurred for  
10 actual work completed by TLMA must be billed to Agency within 6 months from completion of  
11 services specified in this Agreement in order to receive payment. Any journal voucher received after  
12 this time will be returned to TLMA without payment.

13           **SECTION 6. TLMA and Other Governmental Agency Permits.** TLMA agrees to obtain,  
14 secure or cause to be secured any and all permits and/or clearances which may be required by the  
15 County of Riverside or any other federal, state or local governmental or regulatory agency relating to  
16 the Project that is the subject of this Agreement.

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

19           **Agency:**           Rohini Dasika, Senior Management Analyst  
20                               Riverside County Executive Office  
21                               4080 Lemon Street, 4<sup>th</sup> Floor  
22                               Riverside, CA 92501  
23                               (951)955-1100 Phone

24           **TLMA:**            Juan Perez, Director  
25                               Riverside County Transportation Department  
                                  4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92502  
                                  (951)955-6740 Phone

1           **SECTION 8. Conflict of Interest.** No member, official or employee of Agency or TLMA  
2 shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official  
3 or employee participate in any decision relating to this Agreement which affects his or her personal  
4 interest or the interests of any corporation, partnership or association in which he or she is directly or  
5 indirectly interested.

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

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

15           **SECTION 11. Indemnification.** Except as to any legal challenge or claim brought by any  
16 person or entity questioning the use of redevelopment funds for the purposes set forth herein that is the  
17 subject of this Agreement: (i) TLMA shall indemnify and hold Agency, its officers, agents and  
18 employees free and harmless from liability to any person or entity not a party to this Agreement from  
19 any damage, loss or injury to person and/or property which primarily relates to or arises from the  
20 negligence or willful misconduct of the TLMA, its officers, agents, or employees in the execution or  
21 implementation of this Agreement; (ii) Agency shall indemnify and hold TLMA, its officers, agents, or  
22 employees free and harmless from any person or entity not a party to this Agreement from any damage,  
23 loss or injury to person and/ or property which primarily relates to or arises from the negligence or  
24 willful misconduct of Agency, its officers, agents, or employees in the execution or implementation of  
25 this Agreement.

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

4           **SECTION 13. Time Limit.** TLMA shall complete the work that is the subject of this  
5 Agreement within a period of eighteen (18) months after the date of execution of this Agreement. In the  
6 event said eighteen (18) month period expires prior to the completion of the work, the terms of this  
7 Agreement may be extended upon written consent of both parties. Nothing in this Section shall be  
8 deemed a waiver of any or all claims or other actions by either party in regard to any breach of this  
9 Agreement.

10           **SECTION 14. Compliance with Laws and Regulations.** By executing this Agreement,  
11 Agency and TLMA agree to comply with all applicable federal, state and local laws, regulations and  
12 ordinances.

13           **SECTION 15. Assignment and Modification.** This Agreement shall not be assigned,  
14 amended or modified without prior written approval of the Agency and TLMA.

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

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

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

