

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

613C



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 15, 2009

SUBJECT: Mead Valley Road Improvement Project – Phase 3

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a. The proposed road improvement project will benefit the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area ("Project Area") by providing paved roadways for the community;
 - b. The proposed project will eliminate physical blight within the Project Area by paving several existing dirt roads;
 - c. No other reasonable means of financing the project is available due to limited funds for transportation facilities;
 - d. The improvements are consistent with the Implementation Plan for the Project Area, which identifies roads as a needed public improvement, and

(Continued)

Robert Field
Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 2,441,350	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

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

Jennifer Sargent
BY: Jennifer Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 12, 2010
xc: RDA, EDA, Transp

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 3.9)

Prev. Agn. Ref.: 7/1/08 4.1, 7/31/07 4.3

District: 1

Agenda Number:

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Departmental Concurrence

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

BY: *Katherine A. Lind* 12/29/09 DATE

2. Approve and authorize the Chairman to execute the attached Agreement providing \$2,441,350 in redevelopment funds for Phase 3 of the Mead Valley Road Improvement Project.

BACKGROUND:

RDA staff 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 and a priority has been developed to address this need. Phase 2 of this plan was approved by the Board of Supervisors on July 1, 2008 and included the improvement of ten dirt roads. All roads in Phase 2 have been improved, therefore the following roads are recommended for improvement in Phase 3:

- 1) Oleander Street from Alexander Street to Melvin Way;
- 2) Woodward Street from Alexander Street to Elizabeth Street;
- 3) Shortridge Avenue from Clark Street to Haines Street;
- 4) Bailey Street from Alexander Street to Elizabeth Street;
- 5) Corson Avenue from Carroll Street to Day Street;
- 6) Kuder Avenue from Carroll Street to Day Street;
- 7) Hawthorne Avenue from Clark Street Easterly 2,000 feet;
- 8) Wells Street from Alexander Street to Brown Street; and,
- 9) Oakwood Street from Clark Street to Carroll Street.

The Transportation Department has determined that the project qualifies for an exemption under CEQA Section 15301 (c). The project consists of paving nine 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. These impacts are routinely addressed by standard construction practices that are considered part of the project. A Notice of Exemption has been prepared and will be posted with the County Clerk once the project is approved.

Staff recommends that the Board of Directors approve the agreement between the Redevelopment Agency and the Transportation Department and make the recommended findings so the Agency can proceed with funding the project. The work will be done by the Transportation Department using its Force Account construction crews.

**AGREEMENT BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE
FOR THE MEAD VALLEY ROAD IMPROVEMENT PROJECT – PHASE 3**

THIS AGREEMENT, is entered into on this 12th day of JAN, 2010, 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 "RCTD") for the improvement of nine (9) 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

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

WHEREAS, Agency and RCTD have determined that there is a great need for road improvements in the Project Area; and

WHEREAS, the improvement of these nine roads will eliminate blighting conditions within the Project Area and assist in implementing its redevelopment plan; and

1 **WHEREAS**, the improvement of the nine roads as set forth herein is exempt from the
2 California Environmental Quality Act (hereinafter referred to as "CEQA") pursuant to Section
3 15301(c) of the CEQA Guidelines because the improvement consists of repairing existing
4 highways and streets, sidewalks, gutters and similar facilities that involves negligible or no
5 expansion of the existing use.

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

8 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to assist in
9 eliminating blight in the Mead Valley Sub Area of the Project Area by improving the following
10 nine (9) dirt roads; 1) Oleander Street from Alexander Street to Melvin Way, 2) Woodward
11 Street from Alexander Street to Elizabeth Street, 3) Shortridge Avenue from Clark Street to
12 Haines Street, 4) Bailey Street from Alexander Street to Elizabeth Street, 5) Corson Avenue from
13 Carroll Street to Day Street, 6) Kuder Avenue from Carroll Street to Day Street, 7) Hawthorne
14 Avenue from Clark Street Easterly 2,000 feet, 8) Wells Street from Alexander Street to Brown
15 Street, 9) Oakwood Street from Clark Street to Carroll Street, (hereinafter referred to as the
16 "Project") and set forth the terms and conditions by which Agency will provide funding for the
17 Project to be constructed by RCTD.

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

20 **SECTION 3. Scope of Services.** The work to be performed by RCTD shall include the
21 paving for the following nine (9) dirt roads within the Project Area; 1) Oleander Street from
22 Alexander Street to Melvin Way, 2) Woodward Street from Alexander Street to Elizabeth Street,
23 3) Shortridge Avenue from Clark Street to Haines Street, 4) Bailey Street from Alexander Street
24 to Elizabeth Street, 5) Corson Avenue from Carroll Street to Day Street, 6) Kuder Avenue from
25 Carroll Street to Day Street, 7) Hawthorne Avenue from Clark Street Easterly 2,000 feet, 8)
26 Wells Street from Alexander Street to Brown Street, and 9) Oakwood Street from Clark Street to
27 Carroll Street. The Scope of Services also includes scheduling, field coordination, construction
28 surveys, utility coordination, environmental clearance, inspections, paving, street signs and all
other miscellaneous services associated with the Project. The Scope of Services does not include
utility relocations, right-of-way acquisition or environmental mitigation.

1 **SECTION 4. The Contractor.** The contractor(s) for the Project will be RCTD crew
2 (“the Contractor”).

3 **SECTION 5. Disbursement of Funds.** Agency shall reimburse RCTD for the actual
4 cost of the Project in the amount not to exceed two million four hundred forty one thousand three
5 hundred fifty dollars (\$2,441,350). Said amount shall be the maximum amount paid to RCTD
6 for the Project and shall include, but is not limited to, all of RCTD’s charges for design,
7 preliminary survey, environmental clearance, design, project management and construction,
8 pursuant to the Scope of Services set forth in Section 3.

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

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

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

23 **Agency:** Aurelio Aguirre, Regional Manager
24 Riverside County Economic Development Agency
25 1325 Spruce Street, Suite 400
26 Riverside, CA 92507
27 (951) 955-8916 Phone
28 (951) 955-6686 Fax

RCTD: Juan C. Perez, Director
 Riverside County Transportation Department
 4080 Lemon Street, 8th Floor
 P.O. Box 1090
 Riverside, CA 92502-1090
 (951) 955-6803 Phone
 (951) 955-3164 Fax

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

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

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

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

27 **SECTION 12. Insurance.** RCTD shall maintain in force, until completion and
28 acceptance of the Mead Valley Road Improvement Project, a policy of General Liability
Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the
amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability

Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the Agency, its officers, directors, officials, agents and employees as additionally insured. RCTD shall also maintain Worker's Compensation Insurance. Additionally, RCTD shall maintain in force, until completion of construction, a policy of Professional Liability Insurance for all engineering work performed for Project, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. RCTD shall provide copies of Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to Agency prior to start of construction. It is mutually agreed that Agency is authorized to accept alternate insurance coverage, in lieu of the above stated requirements, if approved by the Agency's Risk Management.

SECTION 13. Section Headings. The Section headings herein are for the convenience of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

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

SECTION 15. Compliance With Laws And Regulations. By executing this Agreement, Agency and RCTD agree to comply with all applicable federal, state and local laws, regulations and ordinances.

SECTION 16. Assignment And Modification. This Agreement shall not be assigned, amended or modified without prior written approval of the Agency and RCTD.

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

SECTION 18. Severability. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the

remaining provisions shall remain in full force and effect.

SECTION 19. Authority To Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

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

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

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

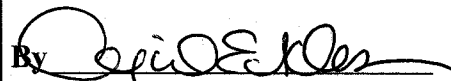
COUNTY OF RIVERSIDE


Marion Ashley, Chairman Board of Directors

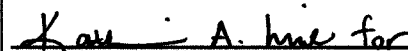

Marion Ashley, Chairman Board of Supervisors

ATTEST:

Clerk of the Board

By 
Kecia-Harper Ihem, Clerk of the Board

APPROVED AS TO FORM:


Pamela J. Walls, County Counsel

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: 27068 JARVIS ST
(only if follow-up mail response requested)

City: PERRIS **Zip:** 92570

Phone #: 657-9817

Date: JAN 12TH 2010 **Agenda #** 4.1-

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

☐ **Support** ☐ **Oppose** ☐ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

☐ **Support** ☐ **Oppose** ☐ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.