

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

210



**SUBMITTAL DATE:**  
March 24, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Quechan Marina and Park Improvements Project

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

1. Make the following findings in accordance with Health & Safety Code Section 33445:
  - a. The proposed marina and park improvements will benefit the East Blythe Sub-Area of the Desert Communities Project Area (DCPA) by improving recreational opportunities for the community by eliminating physical blighting due to the deterioration of facilities and amenities;
  - b. Due to the current economic crisis, there is limited funding for new capital improvements, there are no other reasonable means of financing available to the community for this project;
  - c. The project is consistent with the implementation plan adopted for the DCPA which includes the construction of recreational facilities and the elimination of blight; and

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 3/29/11  
 SAMUEL WONG  
 Departmental Controller

FORM APPROVED COUNTY COUNSEL  
 BY: *Anita C. Willis* 3-24-11  
 ANITA C. WILLIS  
 DATE: 3-24-11  
 Departmental Controller

Reviewed by  
 CIP/TEAM  
*Christina Hans*  
 Christina Hans

Robert Field  
 Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 213,000	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

<b>SOURCE OF FUNDS:</b> Redevelopment Agency Capital Improvement Funds- Desert Communities Project 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 V. Sargent*  
 County Executive Office Signature

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

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Buster, seconded by Supervisor Benoit 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: April 12, 2011  
 xc: RDA, EDA, CIP, Auditor

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

(Comp. Item 3.9)

Prev. Agn. Ref.: N/A      District: 4      Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

4.2

**RECOMMENDED MOTION:** (Continued)

2. Approve and authorize the Chairman of the Board to execute the reimbursement agreement between the Redevelopment Agency for the County of Riverside (RDA) and the City of Blythe in the amount of \$213,000.

**BACKGROUND:**

Quechan Marina and Park lies on 27.4 acres fronting the Colorado River within the East Blythe Sub-Area of the DCPA and City of Blythe and provides opportunities to county residents to enjoy water recreational activities. The City of Blythe operates the marina and park under agreement with the County of Riverside. The park needs new amenities and equipment to improve physical facilities and amenities and to enhance the recreational experience. The City of Blythe was awarded a competitive grant in the amount of \$500,000 with a matching requirement of \$214,286 to be used to improve Quechan Marina and Park. The source of the grant is the State of California's State Parks Program. This funding was established to increase open space and recreational use in underserved areas. The improvements can include park amenities such as restrooms, playground equipment, picnic areas, and other water recreation uses.

The City of Blythe has used other funding sources to install a new boat ramp for river access and cleared the beach area for swimming access. The City of Blythe also installed a waterfall that provides additional clean water, improving water quality in the lagoon and added minor infrastructural improvements.

The City of Blythe is requesting RDA financial assistance of \$213,000 towards matching requirement to install new restrooms in the northern part of the park, covered picnic areas with tables and barbeques, and new paving for the main entry way and portions of the parking area.

The City of Blythe will provide complete oversight for the construction of the improvements for the project including compliance with all local, state and federal laws and regulations. Once installed, all of the improvements will be maintained by the City of Blythe and will be included in the City's long-term capital facilities planning and operations budgets. The reimbursement of the proposed improvements will be paid entirely from Redevelopment Agency (DCPA) funds and will have no impact on the county's general fund.

§33445 of the Health and Safety Code provides that a redevelopment agency may assist in the design or development of improvements that are of benefit to the project area or in the immediate neighborhood in which the project is located. Agency Counsel has reviewed and approved the reimbursement agreement as to form. RDA staff recommends that the Board of Directors make the required findings for the proposed Quechan Marina and Park Improvements Project, and approve and execute the reimbursement agreement with the City of Blythe.

Attachments:  
Reimbursement Agreement (3)



1           **WHEREAS**, pursuant to 33421 of the California Health and Safety Code a  
2 redevelopment agency may cause, provide to undertake or make provision with other  
3 agencies for the installation, or construction of streets, utilities, parks, playgrounds and  
4 other public improvements necessary for carrying out in the project area the  
5 redevelopment plan.

6           **WHEREAS**, pursuant to 33445 of the California Health and Safety Code, upon  
7 specific findings, a redevelopment agency may, with the consent of the legislative  
8 body, pay all or a part of the value of the land for and the cost of the installation and  
9 construction of any building, facility, structure or other improvement that is publicly  
10 owned either within or without the project area;

11           **WHEREAS**, CITY has requested AGENCY financial assistance for a portion of  
12 the cost to install improvements at Quechan Marina and Park within the Sub Area,  
13 (“hereinafter PROJECT”);

14           **WHEREAS**, the Project will benefit the PROJECT AREA and Community by  
15 providing improved recreational facilities and provide enhanced recreational  
16 opportunities to residents within the PROJECT AREA and meets a primary objective of  
17 the PLAN;

18           **WHEREAS**, the Project is consistent with the PLAN and the current Riverside  
19 County Redevelopment Implementation Plan; and

20           **WHEREAS**, the AGENCY agrees to reimburse CITY for the AGENCY approved  
21 cost of park improvements within Sub Area;

22           **NOW, THEREFORE**, in consideration of the mutual covenants contained herein,  
23 the parties hereto agree as follows:

24           **SECTION 1. SCOPE OF WORK.** The marina and park improvements to be  
25 installed by CITY are described in detail in Exhibit A, Scope of Work, which is attached  
26 hereto and made a part hereof by this reference. Reimbursement for the  
27 improvements described in Exhibit A shall not exceed Two Hundred Thirteen  
28 Thousand Dollars (\$213,000), which shall constitute the full and complete financial

1 obligation of the AGENCY to CITY under this AGREEMENT. CITY shall be  
2 responsible for any and all environmental assessments, engineering, planning,  
3 inspection and administrative oversight needed to accomplish the work detailed in  
4 Exhibit A and all funds provided to CITY by the AGENCY are to be used solely for the  
5 purpose set forth in Exhibit A.

6 **SECTION 2. PAYMENT.** Upon completion of Scope of Work outlined in Exhibit  
7 A, CITY will provide a written invoice to the AGENCY for payment along with  
8 documentation to verify reimbursable expenditures by CITY for that portion of the  
9 project. AGENCY shall pay CITY within thirty (30) days of receipt of invoice. In  
10 addition, CITY shall ensure that the contractor(s) to whom the contract is awarded and  
11 any sub-contractor(s) shall pay not less than the specified prevailing wage rate of  
12 wages as determined by the general prevailing wage determination made by the State  
13 of California's Director of Industrial Relations, to all workers employed in the execution  
14 of the improvements under this AGREEMENT. CITY shall also ensure that each  
15 contractor(s) and any subcontractor(s) shall keep an accurate record showing the  
16 name, occupation and actual per diem wages paid to each worker employed by that  
17 contractor in connection with the work performed under this AGREEMENT. The  
18 records shall be kept open at all reasonable hours to the Agency for inspection for a  
19 period of no less than seven years from completion of the Project.

20 **SECTION 3. TIME OF PERFORMANCE.** The term of this AGREEMENT,  
21 ("hereinafter TERM"), shall commence on the date this AGREEMENT is executed by  
22 both parties and shall end eighteen (18) months thereafter.

23 **SECTION 4. OWNERSHIP OF MATERIALS.** The AGENCY and CITY agree  
24 that CITY shall own all rights, title, and interest in and to all work and improvements  
25 created as a result of this AGREEMENT.

26 **SECTION 5. INSURANCE.** Without limiting or diminishing CITY'S obligation to  
27 indemnify and hold the AGENCY harmless, CITY shall procure and maintain or cause  
28

1 to be maintained, at its sole cost and expense, the following insurance coverages  
2 during the term of this AGREEMENT:

3 a) Workers' Compensation: If CITY has employees as defined by the  
4 State of California, CITY shall maintain statutory Workers' Compensation Insurance  
5 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
6 Employers' Liability (Coverage B) including Occupational Disease with limits not less  
7 than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
8 subrogation in favor of The AGENCY of Riverside, and, if applicable, to provide a  
9 Borrowed Servant/Alternate Employer Endorsement.

10 b) Commercial General Liability: Commercial General Liability  
11 insurance coverage, including but not limited to, premises liability, contractual liability,  
12 products and completed operations liability, personal and advertising injury, and cross  
13 liability coverage, covering claims which may arise from or out of CITY'S performance  
14 of its obligations hereunder. Policy shall name the AGENCY, County of Riverside, its  
15 Agencies, Districts, Special Districts, and Departments, their respective directors,  
16 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
17 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
18 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
19 aggregate limit, it shall apply separately to this AGREEMENT or be no less than two  
20 (2) times the occurrence limit.

21 c) Vehicle Liability: If vehicles or mobile equipment are used in the  
22 performance of the obligations under this AGREEMENT, then CITY shall maintain  
23 liability insurance for all owned, non-owned or hired vehicles so used in an amount not  
24 less than \$1,000,000 per occurrence combined single limit. If such insurance contains  
25 a general aggregate limit, it shall apply separately to this AGREEMENT or be no less  
26 than two (2) times the occurrence limit. Policy shall name the AGENCY, County of  
27 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective  
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1 directors, officers, Board of Supervisors, employees, elected or appointed officials,  
2 agents or representatives as Additional Insureds.

3 d) General Insurance Provisions - All lines:

4 i) Any insurance carrier providing insurance coverage hereunder  
5 shall be admitted to the State of California and have an A M BEST rating of not less  
6 than A: VIII (A:8) unless such requirements are waived, in writing, by the AGENCY'S  
7 Risk Manager. If the AGENCY'S Risk Manager waives a requirement for a particular  
8 insurer such waiver is only valid for that specific insurer and only for one policy term.

9 ii) CITY'S insurance carrier(s) must declare its insurance self-insured  
10 retentions. If such self-insured retentions exceed \$500,000 per occurrence such  
11 retentions shall have the prior written consent of the AGENCY'S Risk Manager before  
12 the commencement of operations under this AGREEMENT. Upon notification of self  
13 insured retention unacceptable to the AGENCY, and at the election of the AGENCY'S  
14 Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured  
15 retention as respects this AGREEMENT with the AGENCY, or 2) procure a bond which  
16 guarantees payment of losses and related investigations, claims administration, and  
17 defense costs and expenses.

18 iii) CITY shall cause CITY'S insurance carrier(s) to furnish the  
19 AGENCY with either 1) a properly executed original Certificate(s) of Insurance and  
20 certified original copies of Endorsements effecting coverage as required herein, and 2)  
21 if requested to do so orally or in writing by the AGENCY'S Risk Manager, provide  
22 original Certified copies of policies including all Endorsements and all attachments  
23 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
24 and policies of insurance shall contain the covenant of the insurance carrier(s) that  
25 thirty (30) days written notice shall be given to the AGENCY prior to any material  
26 modification, cancellation, expiration or reduction in coverage of such insurance. In the  
27 event of a material modification, cancellation, expiration, or reduction in coverage, this  
28 AGREEMENT shall terminate forthwith, unless the AGENCY receives, prior to such

1 effective date, another properly executed original Certificate of Insurance and original  
2 copies of endorsements or certified original policies, including all endorsements and  
3 attachments thereto evidencing coverage's set forth herein and the insurance required  
4 herein is in full force and effect. *CITY shall not commence operations until the*  
5 *AGENCY has been furnished original Certificate (s) of Insurance and certified original*  
6 *copies of endorsements and if requested, certified original policies of insurance*  
7 *including all endorsements and any and all other attachments as required in this*  
8 *SECTION. An individual authorized by the insurance carrier to do so on its behalf shall*  
9 *sign the original endorsements for each policy and the Certificate of Insurance.*

10           iv) It is understood and agreed to by the parties hereto that CITY'S  
11 insurance shall be construed as primary insurance, and the AGENCY'S insurance  
12 and/or deductibles and/or self-insured retention's or self-insured programs shall not be  
13 construed as contributory.

14           v) If, during the term of this AGREEMENT or any extension thereof,  
15 there is a material change in the scope of work; or, there is a material change in the  
16 equipment to be used in the performance of the scope of work which will add additional  
17 exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this  
18 AGREEMENT, including any extensions thereof, exceeds five (5) years the AGENCY  
19 reserves the right to adjust the types of insurance required under this AGREEMENT  
20 and the monetary limits of liability for the insurance coverage's currently required  
21 herein, if; in the AGENCY Risk Manager's reasonable judgment, the amount or type of  
22 insurance carried by CITY has become inadequate.

23           vi) CITY shall pass down the insurance obligations contained herein  
24 to all contractors and all tiers of subcontractors working under this AGREEMENT.

25           vii) The insurance requirements contained in this AGREEMENT may  
26 be met with a program(s) of self-insurance acceptable to the AGENCY.

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1                   viii) CITY agrees to notify AGENCY of any claim by a third party or  
2 any incident or event that may give rise to a claim arising from the performance of this  
3 AGREEMENT.

4                   **SECTION 6. HOLD HARMLESS/INDEMNIFICATION.**

5                   a) CITY shall indemnify and hold harmless the AGENCY, County of  
6 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
7 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
8 agents and representatives from any liability whatsoever, based or asserted upon any  
9 services of CITY, its officers, employees, contractors, subcontractors, agents or  
10 representatives arising out of or in any way relating to this AGREEMENT, including but  
11 not limited to property damage, bodily injury, or death or any other element of any kind  
12 or nature whatsoever arising from the performance of CITY, its officers, employees,  
13 contractors, subcontractors, agents or representatives from this AGREEMENT.

14                   b) CITY shall defend, at its sole expense, from all costs and fees  
15 including, but not limited, to attorney fees, cost of investigation, defense and  
16 settlements or awards, the AGENCY, the County of Riverside, its Agencies, Districts,  
17 Special Districts and Departments, their respective directors, officers, Board of  
18 Supervisors, elected and appointed officials, employees, agents and representatives in  
19 any claim or action based upon such alleged acts or omissions arising out of or in any  
20 way relating to this AGREEMENT.

21                   c) With respect to any action or claim subject to indemnification herein by  
22 CITY, CITY shall, at its sole cost, have the right to use counsel of their own choice and  
23 shall have the right to adjust, settle, or compromise any such action or claim without  
24 the prior consent of AGENCY; provided, however, that any such adjustment,  
25 settlement or compromise in no manner whatsoever limits or circumscribes CITY'S  
26 indemnification to AGENCY as set forth herein. CITY'S obligation hereunder shall be  
27 satisfied when CITY has provided to AGENCY the appropriate form of dismissal  
28 relieving AGENCY from any liability for the action or claim involved.

1 d) The specified insurance limits required in this AGREEMENT shall in no  
2 way limit or circumscribe CITY'S obligations to indemnify and hold harmless the  
3 AGENCY herein from third party claims.

4 e) In the event there is conflict between this clause and California Civil  
5 Code SECTION 2782, this clause shall be interpreted to comply with Civil Code 2782.  
6 Such interpretation shall not relieve the CITY from indemnifying the AGENCY to the  
7 fullest extent allowed by law.

8 **SECTION 7. TERMINATION.**

9 a) This AGREEMENT may be terminated upon any of the following  
10 events:

11 i) By either CITY or AGENCY if the other party breaches any of the  
12 material terms of this AGREEMENT, which default is not cured within thirty (30) days  
13 following written notice of such default of the defaulting party. If the default is not cured  
14 within the thirty (30) day period, the non-defaulting party may terminate this  
15 AGREEMENT by giving notice of its decision to do so.

16 ii) In the event that either party becomes insolvent; makes an  
17 assignment for the benefit of creditors; becomes the subject of any bankruptcy,  
18 reorganization or arrangement proceeding or defaults in any obligation, which default  
19 would foreclose such party from exercising its right or prevent it from paying its  
20 obligations hereunder, then such action shall be a default hereunder and this  
21 AGREEMENT may be terminated by written notice to the defaulting party.

22 iii) By either CITY or AGENCY for its convenience and without cause  
23 upon thirty (30) days written notice to the other party.

24 b) Notices shall be sent via U.S. first class, certified mail, postage  
25 prepaid, or express delivery service with a receipt, to the individual identified in  
26 SECTION 17.

27 **SECTION 8. REMEDIES**

28 a) In the event AGENCY terminates this AGREEMENT under

1 SECTION 7 (a) (iii) above, AGENCY shall not be entitled to any reimbursement of  
2 funds either expended by AGENCY pursuant to this AGREEMENT or paid to CITY  
3 pursuant to SECTION 2, above.

4           b) In the event CITY terminates this AGREEMENT under SECTION 8  
5 (a) (iii) above, CITY shall only be entitled to reimbursements for invoices submitted to  
6 AGENCY for work completed prior to AGENCY receiving the thirty (30) days written  
7 notice.

8           c) In the event AGENCY terminates this AGREEMENT for CITY's failure  
9 to perform in accordance with SECTION 1 above, AGENCY shall be entitled to deny  
10 reimbursements to CITY for uncompleted tasks as outlined in SECTION 1 above,  
11 unless CITY's failure is a result of AGENCY breach.

12           **SECTION 9. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.**

13           a) AGENCY represents and warrants to CITY:

14           i) That AGENCY has the full power to enter into this AGREEMENT;

15           ii) That all AGENCY actions and approvals have been taken which are  
16 necessary to make this AGREEMENT a binding and enforceable obligation of  
17 AGENCY,

18           iii) That the individual signing this AGREEMENT is authorized to  
19 execute this AGREEMENT on behalf of AGENCY; and

20           iv) That AGENCY's execution, delivery and performance of this  
21 AGREEMENT is not in conflict with, and will not cause an event of default under any  
22 agreement or instrument to which AGENCY is bound.

23           b) CITY hereby represents and warrants to AGENCY:

24           i) That CITY has the full power to enter into this AGREEMENT;

25           ii) That all Municipal actions and approvals have been taken which  
26 are necessary to make this AGREEMENT a binding and enforceable obligation of  
27 CITY;

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1                   iii) That by entering into this AGREEMENT, CITY is not in default of  
2 any obligation to any third party; and

3                   iv) That CITY's execution, delivery and performance of this  
4 AGREEMENT is not in conflict with, and will not cause an event of default under any  
5 agreement or instrument to which CITY is bound.

6                   c) Unless otherwise explicitly stated in this AGREEMENT, CITY and the  
7 AGENCY disclaim all warranties, whether express or implied, written or oral, with  
8 respect to any goods or services to be provided hereunder or any component or part  
9 thereof, including any implied warranty of merchantability or fitness for a particular use.

10               **SECTION 10. NO PARTNERSHIP OR JOINT VENTURE.** This AGREEMENT  
11 does not constitute and shall not be construed as constituting a partnership or joint  
12 venture between CITY and the AGENCY. Each party is to remain an independent  
13 entity.

14               **SECTION 11. WAIVER.** No waiver or relinquishment or any right, explicit or  
15 implicit, created by this AGREEMENT at any one time or times shall be deemed a  
16 waiver or relinquishment of that right for all or any other times.

17               **SECTION 12. SEVERABILITY.** To the extent that any provision herein is held  
18 invalid, then the provision shall be deemed to be deleted and the remaining provisions  
19 shall remain in full force and effect.

20               **SECTION 13. JURISDICTION.** This AGREEMENT shall be construed pursuant  
21 to the laws of the State of California. Each party hereto acknowledges that this  
22 AGREEMENT is entered into and is to be performed within the jurisdiction of the State  
23 of California and that the Superior Court of the State of California, County of Riverside  
24 shall have jurisdiction over any and all claims, controversies, disputes and  
25 disagreements arising out of this AGREEMENT or breach thereof.

26               **SECTION 14. PROHIBITION AGAINST ASSIGNMENT.** This AGREEMENT  
27 shall not be assigned by CITY or AGENCY either whole or in part.

28               **SECTION 15. NONDISCRIMINATION.** CITY shall ensure that there shall be no

1 discrimination against or segregation of any person, or group of persons, on account of  
2 sex, marital status, race, religion, color, creed, national origin, ancestry, sexual  
3 orientation, physical condition, age, or any category protected pursuant to the  
4 California Fair Employment and Housing Act, in the performance of this AGREEMENT  
5 and that CITY or any person claiming under or through the AGENCY shall not establish  
6 or permit any such practice or practices of discrimination or segregation.

7 **SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.** By  
8 executing this AGREEMENT, CITY hereby certifies that it will adhere to and comply  
9 with all federal, state and local laws, regulation and ordinances. In particular, CITY  
10 shall comply with the following as they may be applicable:

11 a) Environmental Review. CITY must comply with the California  
12 Environmental Quality Act (CEQA) and its implementation regulations.

13 b) Prevailing Wages and Compliance with State Laws. CITY shall  
14 comply with any applicable labor regulations and all other State Laws in connection  
15 with the construction of the improvements which compromise the PROJECT, including  
16 if applicable, requirements relating to prevailing wages.

17 c) All construction contracts and professional services for the  
18 PROJECT must be performed by persons or entities licensed or otherwise authorized  
19 to perform the applicable construction work or service in the State of California.

20 **SECTION 17. NOTICES.** All notices, requests, demands and other  
21 communication required or desired to be served by either party upon the other shall be  
22 addressed to the respective parties as set forth below or the other such addresses as  
23 from to time shall be designated by the respective parties and shall be sufficient if sent  
24 by U.S. first class, certified mail, postage prepaid, or express delivery service with a  
25 receipt showing the date of delivery.

<b>AGENCY</b>	<b>CITY</b>
Joaquin Tijerina, Project Manager	City Manager
Redevelopment Agency	City of Blythe

1 for the County of Riverside  
2 44-199 Monroe St., Ste. B  
3 Indio, CA 92201  
4 (760) 863-2529 phone  
5 (760) 863-2551 fax

City Hall  
235 North Broadway  
Blythe, CA 92225  
(760) 922-6161 phone  
(760) 922-4938 fax

6       **SECTION 16. INDEPENDENT STATUS.** CITY shall act strictly in an  
7 independent capacity and shall not in any manner be considered to be a consultant,  
8 contractor, subcontractor or employee of the AGENCY. Neither CITY nor any  
9 consultant or contractor engaged in association with this AGREEMENT shall be  
10 entitled to any benefits payable to employees of the AGENCY, and CITY agrees to  
11 hold the AGENCY harmless from any claims made against the AGENCY based upon a  
12 contention by a third party that an employer-employee relationship exists. The  
13 AGENCY will not withhold any taxes imposed upon CITY or its employees, consultants  
14 or contractors. CITY is responsible to pay any taxes imposed upon it and to withhold  
15 any applicable taxes from its employees, consultants or contractors. CITY shall be  
16 fully responsible for the satisfaction of any and all obligations with respect to any  
17 person or entity that the CITY retains, employs, or contracts with to assist in its  
18 performance of its duties under this AGREEMENT.

19       **SECTION 17. EXECUTION IN COUNTERPARTS.** This AGREEMENT may be  
20 executed in counterparts, each of which shall be regarded as an original and all of  
21 which shall constitute but one and the same document.

22       **SECTION 18. CAPTIONS.** The captions or headings in this AGREEMENT are  
23 for convenience only and in no way define, limit, or describe the scope or intent of any  
24 provisions of this AGREEMENT.

25       **SECTION 19. REPRESENTATION BY COUNSEL.** Each party hereto has had  
26 the opportunity to seek the advice of counsel of its choosing concerning this  
27 AGREEMENT. This AGREEMENT is to be deemed as to have been jointly prepared  
28 by all of the parties hereto, and any uncertainty or ambiguity existing herein shall not



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

1 IN WITNESS WHEREOF, the AGENCY and CITY have executed this  
2 AGREEMENT as of the date first above written.

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

**CITY OF BLYTHE**

5  
6  
7 

8 Bob Buster, Chairman  
Board of Directors

  
Joseph De Coninck, Mayor

9  
10  
11  
12 **APPROVED AS TO FORM:**

13 Pamela J. Walls, County Counsel

**APPROVED AS TO FORM:**

City Attorney

14  
15  
16 By: 

Deputy

By: 

17  
18  
19  
20 **ATTEST:**

21 Kecia Harper-Ihem, Clerk of the Board

**ATTEST:**

City Clerk

22  
23 By: 

Deputy

By: 

24  
25  
26 (SEAL)

(SEAL)



## **EXHIBIT A**

### **SCOPE OF WORK QUECHAN MARINA AND PARK IMPROVEMENTS PROJECT**

Project Description: Quechan Marina and Park is a County of Riverside owned river front recreational area within the East Blythe Sub Area of the Desert Communities Project Area and within limits of the City of Blythe. The park needs new amenities and equipment to enhance the recreational experience for residents in East Blythe Sub Area. The funds to be provided will assist City of Blythe with a matching fund requirement to install restrooms in the northern part of the park, install covered picnic areas with tables and barbeques and pave the main entry way and portions of parking area. The funds will assist the City of Blythe in eliminating physical blighting conditions due to the deterioration of amenities and facilities. The following tasks will be performed:

#### **Task 1**

U.S. Bureau of Reclamation will install a culvert pipe to allow for river water to flow freely into lagoon and eliminate stagnate water

Task 1 total: \$100,000

#### **Task 2**

Installation of a multi user prefabricated restroom in northern portion of the park

Task 2 total: \$43,000

#### **Task 3**

Installation of two large and four small covered picnic areas

Task 3 total: \$ 40,000

#### **Task 4**

Installation of asphalt paving at the park entrance and portions of parking areas

Task 4 total: \$30,000

**Total reimbursement**

**\$213,000**