

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

317C



**SUBMITTAL DATE:**  
April 14, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Vernon Avenue Street Improvement Project

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

1. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a. The construction of the Vernon Avenue street improvement project is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing needed street infrastructure improvements, which will enhance vehicular access;
  - 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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 120,000	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> Jurupa Valley Redevelopment Capital Improvement Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

BY:   
**County Executive Office Signature** Jennifer L. Sargent

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

On motion of Supervisor Buster, seconded by Supervisor Stone 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 26, 2011  
xc: RDA, EDA, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

(Comp. Item 3.19)

Prev. Agn. Ref.: N/A

District: 2

Agenda Number

**4.6**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: ANITA C. WILLIS  
 DATE: 4-5-11  
 Departmental: SAMUEE-WONG

Dept's Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**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
2. Approve and authorize the Chairman of the Board to execute the attached agreement between the County of Riverside by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$120,000 in redevelopment funds for the design of the Vernon Avenue street improvements; and
3. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement this agreement including signing subsequent necessary and related documents to complete this transaction.

**BACKGROUND:**

The Redevelopment Agency for the County of Riverside (RDA) and the County of Riverside identified a need to improve the roadway along Vernon Avenue commencing from 40<sup>th</sup> street and proceeds 650 feet northerly of 40<sup>th</sup> Street in the Jurupa Valley Redevelopment Project Area. The project will improve public safety and vehicular access.

The attached agreement between RDA and the county provides \$120,000 in Jurupa Valley Redevelopment Capital Improvement Funds for the County for construction of the project. County Counsel has approved the attached agreement and staff recommends that the Board make the aforementioned findings and approve the agreement to provide funding for the project.

1                                   **REIMBURSEMENT AGREEMENT**  
2                                   **BY AND BETWEEN THE**  
3                                   **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
4                                   **AND THE COUNTY OF RIVERSIDE**  
5                                   **FOR THE VERNON AVENUE SIDEWALK IMPROVEMENT PROJECT**

6           **THIS REIMBURSEMENT AGREEMENT**, hereinafter **AGREEMENT** is entered  
7 into on this 26<sup>th</sup> day of April, 2011, by and between the Redevelopment  
8 Agency for the County of Riverside, a public body corporate and politic in the State of  
9 California, hereinafter **AGENCY**, and the County of Riverside, hereinafter **COUNTY**,  
10 hereinafter collectively referred to as the Parties.

11                                   **WITNESSETH**

12           **WHEREAS**, **AGENCY** is a redevelopment agency duly created, established and  
13 authorized to transact business and exercise its powers, all under and pursuant to the  
14 provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the  
15 California Health and Safety Code (commencing with Section 33000 et seq.);

16           **WHEREAS**, the **COUNTY** has adopted by Ordinance No. 763 on July 9, 1996, a  
17 redevelopment plan for an area within the **COUNTY** known as the Rubidoux Sub-Area  
18 of the Jurupa Valley Redevelopment Project Area (hereinafter "**PROJECT AREA**"); and

19           **WHEREAS**, the Redevelopment Plan (hereinafter **PLAN**) was adopted in order  
20 to eliminate blight and revitalize the substandard physical and economic conditions that  
21 exist within the **PROJECT AREA**;

22           **WHEREAS**, pursuant to Section 33125 of the California Health and Safety  
23 Code, the **AGENCY** is authorized to make and execute contracts and other  
24 instruments necessary or convenient to the exercise of its powers;

25           **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code  
26 a redevelopment agency may cause, provide to undertake or make provision with other  
27 agencies for the installation, or construction of streets, utilities, parks, playgrounds and  
28 other public improvements necessary for carrying out in the **PROJECT AREA** the  
redevelopment plan;

1           **WHEREAS**, pursuant to Section 33445 of the California Health and Safety  
2 Code, upon specific findings, a redevelopment agency may, with the consent of the  
3 legislative body, pay all or a part of the value of the land for and the cost of the  
4 installation and construction of any building, facility, structure or other improvement that  
5 is publicly owned either within or without the PROJECT AREA;

6           **WHEREAS**, AGENCY and the COUNTY have determined that there is a great  
7 need for the improvement of Vernon Avenue from 40<sup>th</sup> Street to 650 feet north of 40<sup>th</sup>  
8 Street within the unincorporated community of Rubidoux (hereinafter the "PROJECT");

9           **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by  
10 improving safety for both vehicular and pedestrian traffic on route on PROJECT AREA,  
11 as well as, meets a primary objective of the PLAN;

12           **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for construction  
13 costs associated with the PROJECT;

14           **NOW, THEREFORE**, in consideration of the covenants, conditions and  
15 provisions contained herein, the Parties hereto do hereby agree as follows:

16           **SECTION 1. Purpose of AGREEMENT**. The purpose of this AGREEMENT is  
17 to set forth the terms and conditions by which AGENCY will reimburse COUNTY for  
18 COUNTY'S actual costs associated with the construction of the PROJECT.

19           **SECTION 2. Location of the Project**. The PROJECT is located within the  
20 Jurupa Valley Redevelopment PROJECT AREA on Vernon Avenue from 40<sup>th</sup> Street to  
21 six hundred and fifty (650) feet northerly of 40<sup>th</sup> Street in the unincorporated  
22 Community of Rubidoux, as more specifically detailed in Exhibit A, which is attached  
23 hereto and made a part hereof by this reference.

24           **SECTION 3. Scope of Work**. Construct improvements along Vernon Avenue  
25 from 40<sup>th</sup> Street to six hundred and fifty (650) feet northerly of 40<sup>th</sup> Street. The roadway  
26 will be approximately six-hundred and fifty (650) feet in length and twenty-four (24) feet  
27 in width. Four (4) inch mountable asphalt dike will be placed on both sides of the  
28 proposed roadway. A concrete splash pad will be constructed at the northerly end in

1 order to convey offsite drainage from the north onto the proposed roadway. The road  
2 section will consist of 0.33' Hot Mix Asphalt Concrete (HMAC) over 0.5' DG base. The  
3 cost includes survey, environmental clearance, utility coordination and construction.

4 **SECTION 4. Payment.** AGENCY shall reimburse COUNTY for the actual cost  
5 of the improvements for an amount not to exceed one hundred and twenty thousand  
6 (\$120,000) dollars which shall constitute the full and complete financial obligation of the  
7 AGENCY. Said amount shall include, but is not limited to, all of COUNTY's charges to  
8 design and construct the project.

9 COUNTY shall invoice AGENCY monthly for the work performed during the prior  
10 month and submit documentation to verify reimbursable expenditures by COUNTY. A  
11 written project status report shall also be included with each invoice. Said status report  
12 shall provide a description of the work completed that AGENCY is being billed for and  
13 the work yet to be performed. Status report shall also indicate the percentage of the  
14 project which is completed. The final invoice shall be received by AGENCY within 12  
15 months of completion of the construction of the project. After said 12 month period,  
16 AGENCY will reprogram any remaining funds.

17 **SECTION 5. Permits.** COUNTY agrees to obtain, secure or cause to be  
18 secured any and all permits and/or clearances which may be required by COUNTY or  
19 any other federal, state or local governmental or regulatory agency relating to the  
20 Project.

21 **SECTION 6. Principal Contact Persons.** The following individuals are hereby  
22 designated to be the principal contact persons for their respective parties:

23  
24 **AGENCY:** Gloria Perez, 2<sup>nd</sup> District Regional Manager  
25 Redevelopment Agency for the County of Riverside  
26 3403 Tenth St., Suite 500, Riverside, California 92501  
(951) 955-9056

27 **COUNTY:** Kelley Donovan, Engineering Project Manager  
28 Riverside County Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501  
(951) 955-6817

1           **SECTION 7. Conflict of Interest.** No member, official or employee of  
2 AGENCY or COUNTY shall have any personal interest, direct or indirect, in this  
3 AGREEMENT nor shall any such member, official or employee participate in any  
4 decision relating to this AGREEMENT which affects his or her personal interests or the  
5 interests of any corporation, partnership or association in which he or she is directly or  
6 indirectly interested.

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

15           **SECTION 9. No Third Party Beneficiaries.** This AGREEMENT is made and  
16 entered into for the sole protection and benefit of the Parties hereto. No other person  
17 or entity shall have any right of action based upon the provisions of this AGREEMENT.

18           **SECTION 10. Indemnification.** Except as to any legal challenge or claim  
19 brought by any person or entity questioning the use of redevelopment funds for the  
20 purposes set forth herein that is the subject of this AGREEMENT:

21           (i) COUNTY shall indemnify and hold AGENCY, its elected officials,  
22 officers, directors, affiliates, agents and employees free and harmless from liability to  
23 any person or entity not a party to this AGREEMENT from any damage, loss or injury  
24 to person and/or property which primarily relates to or arises from the negligence or  
25 willful misconduct of COUNTY, its officers, agents, or employees in the execution or  
26 implementation of this AGREEMENT;

27           (ii) AGENCY shall indemnify and hold COUNTY, its officers, agents, or  
28 employees free and harmless from any person or entity not a party to this

1 AGREEMENT from any damage, loss or injury to person and/or property which  
2 primarily relates to or arises from the negligence or willful misconduct of AGENCY, its  
3 elected officials, officers, directors, affiliates, agents, or employees in the execution or  
4 implementation of this AGREEMENT.

5 **SECTION 11. Insurance.** COUNTY shall cause COUNTY's  
6 Contractor/Consultant to maintain in force, until completion and acceptance of the  
7 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily  
8 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum  
9 single limit coverage, and a policy of Automobile Liability Insurance in the amount of  
10 \$1,000,000 minimum. Endorsements to each policy shall be required which name the  
11 AGENCY, its officers, directors, officials, agents and employees as additionally  
12 insured. COUNTY shall also require COUNTY's Contractors/Consultant to maintain  
13 Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance  
14 and Additional Insured Endorsements which meet the requirements of this section to  
15 AGENCY upon request.

16 **SECTION 12. Section Headings.** The Section headings herein are for the  
17 convenience of the Parties only and shall not be deemed to govern, limit, modify or in  
18 any manner affect the scope, meaning or intent of the provisions or language of this  
19 AGREEMENT.

20 **SECTION 13. Time Limit.** COUNTY shall complete the work that is the  
21 subject of this AGREEMENT within a period of twelve (12) months after the date of  
22 execution of this AGREEMENT. In the event said twelve (12) month period expires  
23 prior to the completion of the work, the terms of this AGREEMENT may be extended  
24 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of  
25 any or all claims or other actions by either party in regard to any breach of this  
26 AGREEMENT.

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1           **SECTION 14. Project Sign.** COUNTY agrees that AGENCY may place a  
2 project sign at the project site identifying the road improvement project as a Riverside  
3 County Redevelopment Agency Project.

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

11           **SECTION 16. Successors and Assigns.** This AGREEMENT shall inure to the  
12 benefit of, and be binding upon, the successors, executors, administrators, legal  
13 representatives and assigns of the Parties hereto.

14           **SECTION 17. Termination by Agency.** Agency shall have the right to  
15 terminate this Agreement in the event RCTD fails to perform, keep or observe any of its  
16 duties or obligations hereunder; provided however, that RCTD shall have thirty (30)  
17 days in which to correct such breach or default after written notice thereof has been  
18 served on it by Agency.

19           **SECTION 18. Termination by RCTD.** RCTD shall have the right to terminate  
20 this Agreement in the event Agency fails to perform, keep or observe any of its other  
21 duties or obligations hereunder; provided however, that Agency shall have thirty (30)  
22 days in which to correct such breach or default after written notice thereof has been  
23 served on it by RCTD.

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

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**REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE**

**COUNTY OF RIVERSIDE**

*Bob Buster*

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Bob Buster, Chairman  
Board of Directors

*Bob Buster*

\_\_\_\_\_  
Bob Buster, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

*Kecia Harper-Ihem*  
\_\_\_\_\_  
Deputy

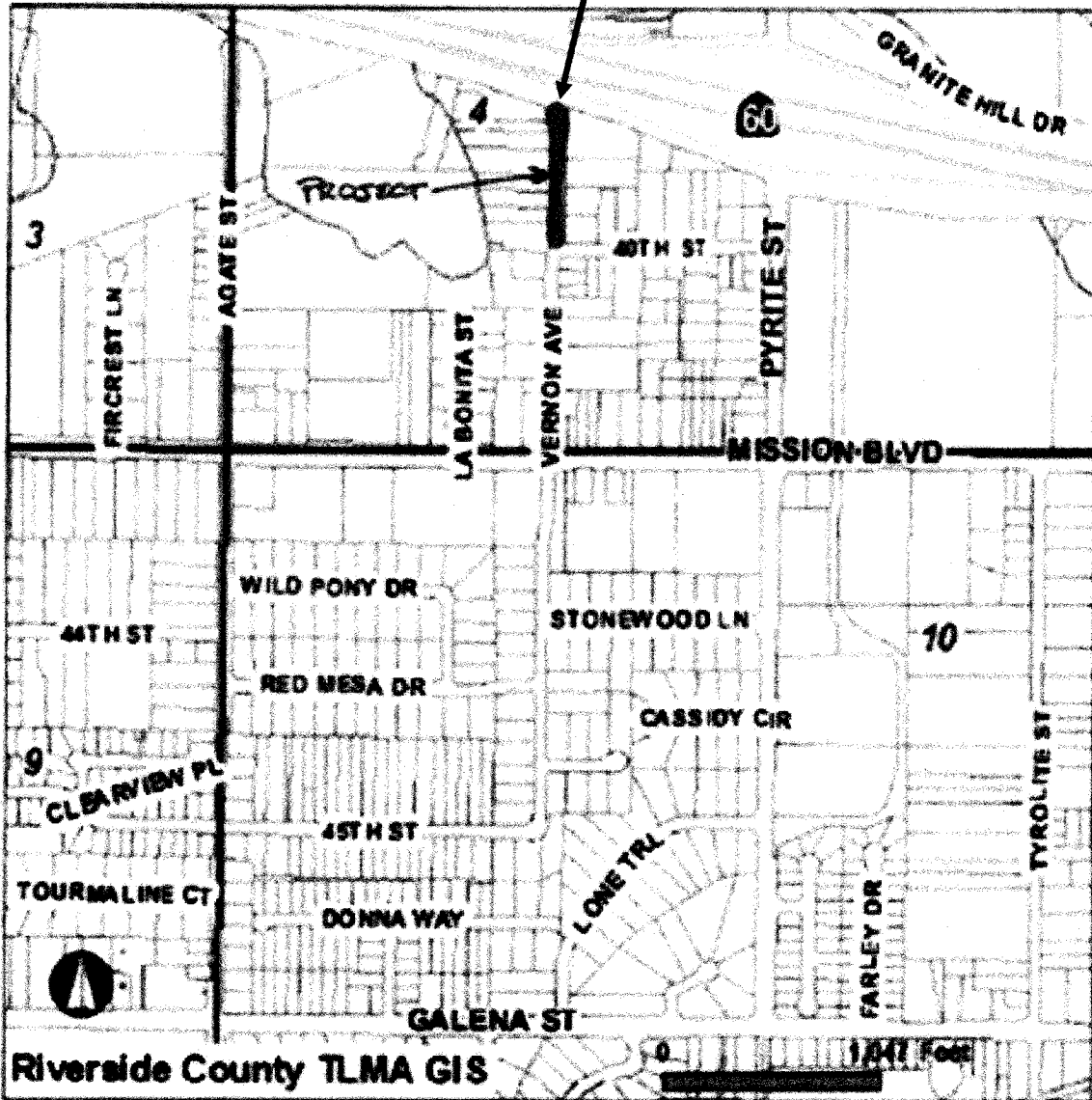
**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

*Pamela J. Walls*  
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Deputy

APR 26 2011 4:6

EXHIBIT A  
LOCATION OF PROJECT

**PROJECT LOCATION**



**EXHIBIT A-1**

**SCOPE OF WORK**

**Project description:** The Redevelopment Agency for the County of Riverside (RDA) and the County of Riverside identified the need to provide permanent improvements along Vernon Avenue commencing from 40<sup>th</sup> Street and proceed six hundred and fifty linear feet (650 ft.) north of 40<sup>th</sup> Street in the Jurupa Valley Redevelopment Project Area in the unincorporated community of Rubidoux. The work to be performed by the COUNTY includes design and construction services.

COUNTY will oversee the work for the total one hundred and twenty thousand dollars (\$120,000).

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