

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

733
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SUBMITTAL DATE:
April 21, 2011

FROM: Redevelopment Agency

SUBJECT: Ben Nevis Boulevard Sidewalk Improvement Project

RECOMMENDED MOTION: That the Board of Directors:

1. 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 \$296,000 in redevelopment funds for the design of the Ben Nevis Street Improvement Project; and
2. 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: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 296,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
Elizabeth J. Olson

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Benoit, 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: May 24, 2011
xc: RDA, EDA, Auditor, Transp.

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

(Comp. Item 3.32)

Prev. Agn. Ref.: 4.2 of 6/8/10 **District:** 2 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.7
11a-F11
Form 1 (Rev 06/2003)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY SAMUEL WONG
 DATE
 FORM APPROVED COUNTY COUNSEL
 BY ANITA C. WILLIS
 DATE
 Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

BACKGROUND:

The Redevelopment Agency and the County of Riverside identified a need to improve pedestrian access by constructing sidewalk improvements on Ben Nevis Boulevard. The project scope includes construction of approximately 1,800 lineal feet of concrete curb, gutter, and sidewalk from Conning Street to 200 feet Easterly of Lindsay Street and asphalt paving along the south side of Ben Nevis Boulevard in the community of Glen Avon. The project will improve both vehicular and pedestrian safety for residents and within the community.

The attached agreement between the Redevelopment Agency and County of Riverside provides \$296,000 in Jurupa Valley Redevelopment Capital Improvement Funds to Riverside County for the construction of the proposed project. County Counsel has approved the attached agreement and staff recommends that the Board of Supervisors 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 BEN NEVIS BOULEVARD SIDEWALK IMPROVEMENT PROJECT**
6 **IN THE GLEN AVON AREA**

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8 **THIS REIMBURSEMENT AGREEMENT**, hereinafter AGREEMENT is entered
9 into on this 24th day of May, 2011, by and between the
10 Redevelopment Agency for the County of Riverside, a public body corporate and politic
11 in the State of California, hereinafter AGENCY, and the County of Riverside, by and
12 through its Transportation Department, hereinafter COUNTY, hereinafter collectively
13 referred to as the Parties, for the construction of the Ben Nevis Boulevard Sidewalk
14 Improvement Project, in the unincorporated community of Glen Avon.

15
16 **WITNESSETH**

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

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

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

27 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety
28 Code, the AGENCY is authorized to make and execute contracts and other

1 instruments necessary or convenient to the exercise of its powers;

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

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

12 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
13 need for the installation of curb, gutter, and sidewalk on Ben Nevis Boulevard from
14 Conning Street to 200' east of Lindsay Street within the unincorporated community of
15 Glen Avon (hereinafter the "PROJECT");

16 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
17 improving safety for both vehicular and pedestrian traffic on route to Mission Bell
18 Elementary School within the PROJECT AREA and meets a primary objective of the
19 PLAN;

20 **WHEREAS**, the AGENCY agrees to reimburse the COUNTY for construction-
21 related costs associated with the PROJECT;

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

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

27 **SECTION 2. Location of the PROJECT**. The PROJECT is located on Ben
28 Nevis Boulevard from Conning Street to 200' east of Lindsay Street in the

1 unincorporated community of Glen Avon, as more specifically detailed in Exhibit A,
2 which is attached hereto and made a part hereof by this reference.

3 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
4 includes construction of approximately one thousand six hundred (1,800) lineal feet of
5 concrete curb, gutter, sidewalk and asphalt paving along the south side of Ben Nevis
6 Boulevard.

7 **SECTION 4. Construction of the PROJECT.** The contractor(s) for the
8 PROJECT are to be selected by COUNTY. COUNTY shall cause the construction of
9 the PROJECT to be carried out in compliance with all applicable laws, including, but not
10 limited to, all applicable federal and state and local environmental, occupational, safety
11 and health standards; nondiscrimination requirements; accessibility for the disabled;
12 and prevailing wage laws.

13 **SECTION 5. Permits.** COUNTY agrees to obtain, secure or cause to be
14 secured any and all permits and/or clearances which may be required by COUNTY or
15 any other federal, state or local governmental or regulatory agency relating to the
16 PROJECT.

17 **SECTION 6. Time Limit.** COUNTY shall complete the work that is the subject
18 of this AGREEMENT within a period of twenty four (24) months after the date of
19 execution of this AGREEMENT. In the event said twenty four (24) month period expires
20 prior to the completion of the work, the terms of this AGREEMENT may be extended
21 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
22 any or all claims or other actions by either party in regard to any breach of this
23 AGREEMENT.

24 **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost
25 of the PROJECT as outlined in Exhibit B, which is attached hereto and made a part
26 hereof by this reference. Said costs for improvements and services shall not exceed
27 two hundred ninety six thousand (\$296,000) dollars which shall constitute the full and
28 complete financial obligation of the AGENCY. Said amount shall include, but is not

1 limited to, all of COUNTY's charges to construct the PROJECT.

2 COUNTY shall invoice AGENCY monthly or quarterly for the work performed
3 during the prior billing period and submit documentation to verify reimbursable
4 expenditures by COUNTY. A written project status report shall also be included with
5 each invoice. Said status report shall provide a description of the work completed that
6 AGENCY is being billed for and indicate the percentage of the PROJECT which is
7 completed. The final invoice shall be received by AGENCY within 12 months of
8 completion of the construction of the PROJECT. After said 12 month period, AGENCY
9 will reprogram any remaining funds.

10 **SECTION 8. Principal Contact Persons.** The following individuals are hereby
11 designated to be the principal contact persons for their respective parties:

12
13 **AGENCY:** Gloria Perez, 2nd District Regional Manager
14 Redevelopment Agency for the County of Riverside
15 3403 10th Street, Suite 400, Riverside, CA 92501
16 (951) 955-9056

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18 **COUNTY:** Cathy Wampler, Senior Civil Engineer
19 Riverside County Transportation Department
20 4080 Lemon Street, 8th Floor, Riverside, CA 92501
21 (951) 955-6803

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23 **SECTION 9. Conflict of Interest.** No member, official or employee of AGENCY
24 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor
25 shall any such member, official or employee participate in any decision relating to this
26 AGREEMENT which affects his or her personal interests or the interests of any
27 corporation, partnership or association in which he or she is directly or indirectly
28 interested.

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

9 **SECTION 11. No Third Party Beneficiaries.** This AGREEMENT is made and
10 entered into for the sole protection and benefit of the Parties hereto. No other person or
11 entity shall have any right of action based upon the provisions of this AGREEMENT.

12 **SECTION 12. Indemnification.** Except as to any legal challenge or claim
13 brought by any person or entity questioning the use of redevelopment funds for the
14 purposes set forth herein that is the subject of this AGREEMENT:

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

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

27 **SECTION 13. Insurance.** COUNTY shall cause COUNTY's
28 Contractor/Consultant to maintain in force, until completion and acceptance of the

1 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
2 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
3 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
4 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
5 AGENCY, its officers, directors, officials, agents and employees as additionally insured.
6 COUNTY shall also require COUNTY's Contractors/Consultant to maintain Worker's
7 Compensation Insurance. COUNTY shall provide Certificates of Insurance and
8 Additional Insured Endorsements which meet the requirements of this section to
9 AGENCY upon request.

10 **SECTION 14. Section Headings.** The Section headings herein are for the
11 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
12 any manner affect the scope, meaning or intent of the provisions or language of this
13 AGREEMENT.

14 **SECTION 15. Project Sign.** COUNTY agrees that AGENCY may place a
15 project sign at the PROJECT site identifying the AGENCY as a funding source for the
16 road improvement project.

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

24 **SECTION 17. Amendments to the AGREEMENT.** It is agreed that the rights,
25 interests, understandings, agreements and obligations of the respective parties
26 pertaining to the subject matter of this AGREEMENT may not be amended, modified or
27 supplemented in any respect except by a subsequent written instrument evidencing the
28 express written consent of each of the parties hereto and duly executed by the Parties.

1 AGENCY'S Executive Director and COUNTY'S Director of Transportation are
2 authorized to approve and execute amendments to the AGREEMENT up to ten percent
3 (10%) of the total PROJECT budget for services consistent with the approved scope of
4 services. Such amendments shall be mutually agreed upon by and between the
5 AGENCY'S Executive Director and COUNTY'S Director of Transportation prior to the
6 authorization of any additional work by and shall be incorporated in written amendments
7 to this AGREEMENT.

8 **SECTION 18. Successors and Assigns.** This AGREEMENT shall inure to the
9 benefit of, and be binding upon, the successors, executors, administrators, legal
10 representatives and assigns of the Parties hereto.

11 **SECTION 19. Termination by AGENCY.** AGENCY shall have the right to
12 terminate this AGREEMENT in the event COUNTY fails to perform, keep or observe
13 any of its duties or obligations hereunder; provided however, that COUNTY shall have
14 thirty (30) days in which to correct such breach or default after written notice thereof has
15 been served on it by AGENCY.

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

21 END OF AGREEMENT

22 SIGNATURES ON NEXT PAGE

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

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

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7
8 *Bob Buster*

Bob Buster

9 Bob Buster, Chairman
10 Board of Directors

Bob Buster, Chairman
Board of Supervisors

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13 **ATTEST:**
14 Kecia Harper-Ihem, Clerk of the Board

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17 BY: *Kecia Harper-Ihem*
18 Deputy

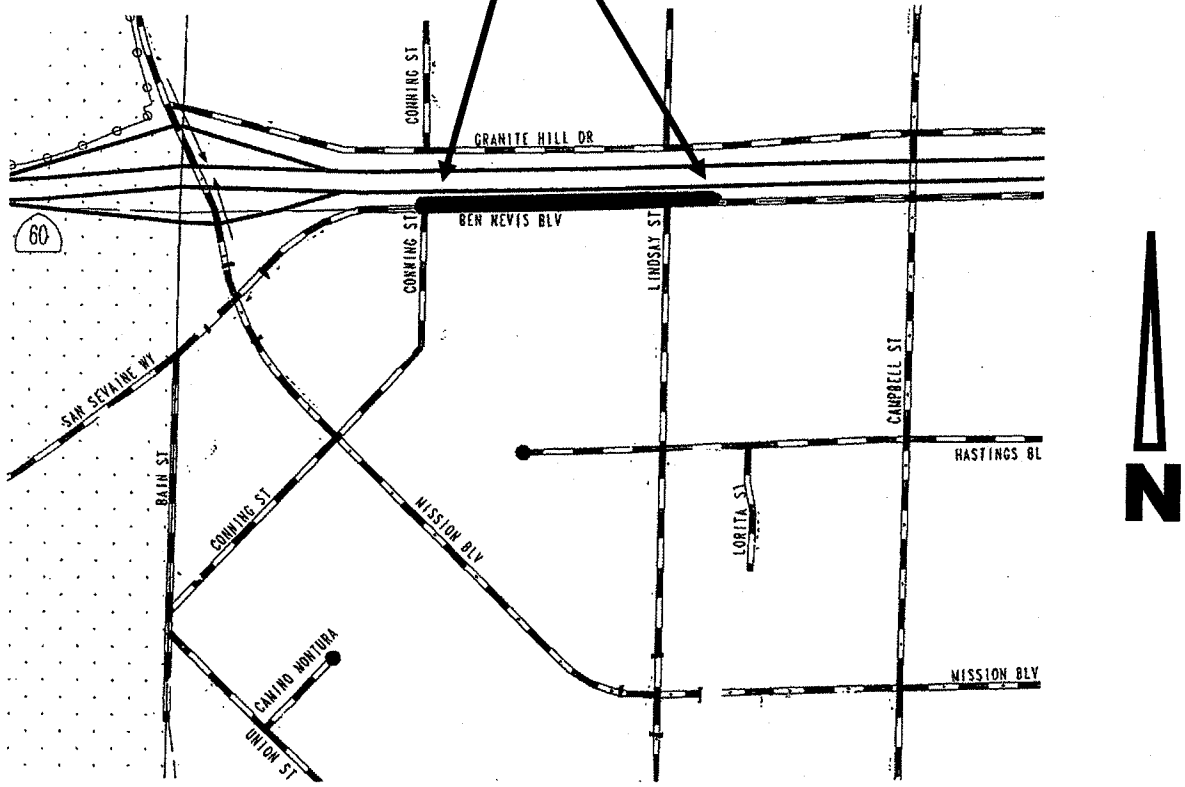
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21 **APPROVED AS TO FORM:**
22 Pamela J. Walls, County Counsel

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25 BY: *Pamela J. Walls*
26 Deputy

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EXHIBIT A
LOCATION OF PROJECT

PROJECT LOCATION



1 **EXHIBIT B**

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3 **SCOPE OF WORK**

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5 COUNTY will oversee and/or perform the following tasks associated with the
6 PROJECT. The portion of PROJECT costs that is the subject of this AGREEMENT is
7 listed under the column, "RDA Const."

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9

	<u>Total</u>	<u>SB 821</u>	* RDA <u>Design</u>	<u>RDA Const.</u>
10 Preliminary Survey	15,000	0	15,000	0
11 Environmental	4,000	0	1,000	3,000
12 Design	56,800	0	56,800	0
13 Right of Way Engr	2,000	0	2,000	0
14 Utilities	0	0	0	0
15 Construction **	326,000	82,000	0	244,000
16 Const Engr/Inspection	46,000	12,000	0	34,000
17 Construction Survey	<u>20,000</u>	<u>5,000</u>	<u>0</u>	<u>15,000</u>
18 TOTAL	474,8000	99,000	74,800	296,000

19

20 Notes:

21 * Design-related services were covered under a separate reimbursement agreement between
22 COUNTY and AGENCY and are not a part of this AGREEMENT.

23 ** The Construction cost does not include \$5,000 alternate bid work to be reimbursed directly
24 by Jurupa Community Services District.