

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

224



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Cooperative Agreement for the Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project in the Belltown Area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The construction of the Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight, increase traffic efficiency, and increase public safety within the project area by widening the street, constructing medians, and installing traffic signals;

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/20/11
 DATE REVIEWED BY: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: ANITA C. WILLIS 6-16-11

(Continued)

 Christopher Hans
 Director of Transportation

_____ *Robert Field*
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,397,000	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 DIRECTORS AGENDA: Yes

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

C.E.O. RECOMMENDATION: APPROVE

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

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

MINUTES OF THE BOARD OF SUPERVISORS

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: June 28, 2011
xc: EDA, RDA, Transp., CIP, Auditor
 (Comp. Item 4.15)

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

Prev. Agn. Ref.: N/A District: 2 Agenda Number: **3.67**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

- b. No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;
 - 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 Redevelopment Agency for the County of Riverside, providing \$2,397,000 in redevelopment funds for the Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project; and
 3. Consent to the expenditures of Redevelopment Funds for the project.

BACKGROUND:

The Redevelopment Agency (RDA) for the County of Riverside has been working cooperatively with the County of Riverside to improve Market Street, Rubidoux Boulevard, and Agua Mansa Road. The project will help to eliminate blight by accommodating the increased volume of traffic, increase traffic efficiency, and improve public safety within the project area by widening the street, restriping the roadway, constructing medians, and installing traffic signals. This will meet current standards on speed limit and sight visibility distance. This work also includes curb, gutter, and sidewalk along this portion of the project which significantly improves the existing infrastructure, pedestrian and vehicular access in a rapidly growing area currently characterized by intermittent sidewalks, dirt frontages, and lacks adequate traffic signal operations for proper flow of vehicular traffic.

The attached Cooperative agreement between RDA and Riverside County provides \$2,397,000 in Jurupa Valley Redevelopment Capital Improvement Funds from RDA to the County for the construction of the project. County Counsel has approved the attached agreement and RDA staff recommends that the Board make the aforementioned findings, consent to the expenditure of redevelopment funds, and approve the agreement to provide funding for the project.

TIP Project No. B6-0459 and B4-0512

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

6 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety
7 Code, upon specific findings, a redevelopment agency may, with the consent of the
8 legislative body, pay all or a part of the value of the land for and the cost of the
9 installation and construction of any building, facility, structure or other improvement that
10 is publicly owned either within or contiguous to the PROJECT AREA;

11 **WHEREAS**, AGENCY and the COUNTY have determined that there is a great
12 need for the street widening and traffic signal and raised median improvements on
13 Market Street, Rubidoux Boulevard, and Agua Mansa Road, in the unincorporated
14 community of Belltown (PROJECT);

15 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and community and
16 eliminate blight by improving traffic movement and by improving raised medians for
17 future landscaping within the PROJECT AREA and as such meets a primary objective
18 of the PLAN;

19 **WHEREAS**, the AGENCY and the COUNTY agree to cooperate in the
20 construction of the PROJECT;

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

23 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is
24 to set forth the terms and conditions by which AGENCY and COUNTY will cooperate in
25 the ensuring the completion of the construction of the PROJECT.

26 **SECTION 2. Location of the PROJECT.** The PROJECT is located on Market
27 Street, Rubidoux Boulevard, and Agua Mansa Road, in the unincorporated community
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1 of Belltown, as more specifically detailed in Exhibit A, which is attached hereto and
2 made a part hereof by this reference.

3 **SECTION 3. Scope of Work.** The work to be performed by the COUNTY
4 includes design, project management, construction and construction-related services
5 for the widening of Market Street, the modification of the existing traffic signal at the
6 intersection of Market Street and Rubidoux Boulevard, the installation of a new traffic
7 signal at the intersection of Market Street and Agua Mansa Road, and the
8 improvements to the raised medians.

9 **SECTION 4. Construction of the PROJECT.** The contractor(s) for the
10 PROJECT are to be selected by COUNTY. COUNTY shall cause the construction of
11 the PROJECT to be carried out in compliance the California redevelopment law as set
12 forth in Health and Safety Code Sections 33000 et seq., as well as with all other
13 applicable laws, including, but not limited to, all applicable federal and state and local
14 environmental, occupational, safety, and health standards; nondiscrimination
15 requirements; accessibility for the disabled; and prevailing wage laws.

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

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

27 **SECTION 7. Payment.** AGENCY shall pay COUNTY for the actual cost of the
28 PROJECT as outlined in Exhibit B, which is attached hereto and made a part hereof by

1 this reference. Said costs for improvements and services shall not exceed Two Million,
2 Three Hundred Ninety-Seven Thousand (\$2,397,000) Dollars, which shall constitute
3 the full and complete financial obligation of the AGENCY. Said amount shall include,
4 but is not limited to, all of COUNTY's charges to construct the PROJECT.

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

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

15 **AGENCY:** Gloria Perez, 2nd District Regional Manager
16 Redevelopment Agency for the County of Riverside
17 3403 Tenth Street, Suite 400, Riverside, CA 92501
(951)955-9056

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

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

27 **SECTION 10. Interpretation and Governing Law.** This AGREEMENT and
28 any dispute arising there under shall be governed and interpreted in accordance with

1 the laws of the State of California. This AGREEMENT shall be construed as a whole
2 according to its fair language and common meaning to achieve the objectives and
3 purposes of the Parties hereto, and the rule of construction to the effect that
4 ambiguities are to be resolved against the drafting party shall not be employed in
5 interpreting this AGREEMENT, all parties having been represented by counsel in the
6 negotiation and preparation hereof.

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

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

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

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

17 **SECTION 16. Entire Agreement.** This AGREEMENT is intended by the
18 Parties hereto as a final expression of their understanding with respect to the subject
19 matter hereof and as a complete and exclusive statement of the terms and conditions
20 thereof 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,
27 or supplemented in any respect except by a subsequent written instrument evidencing
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1 the express written consent of each of the parties hereto and duly executed by the
2 Parties.

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

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

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

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

COUNTY OF RIVERSIDE

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8 _____
9 Bob Buster, Chairman
10 Board of Directors

Bob Buster

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

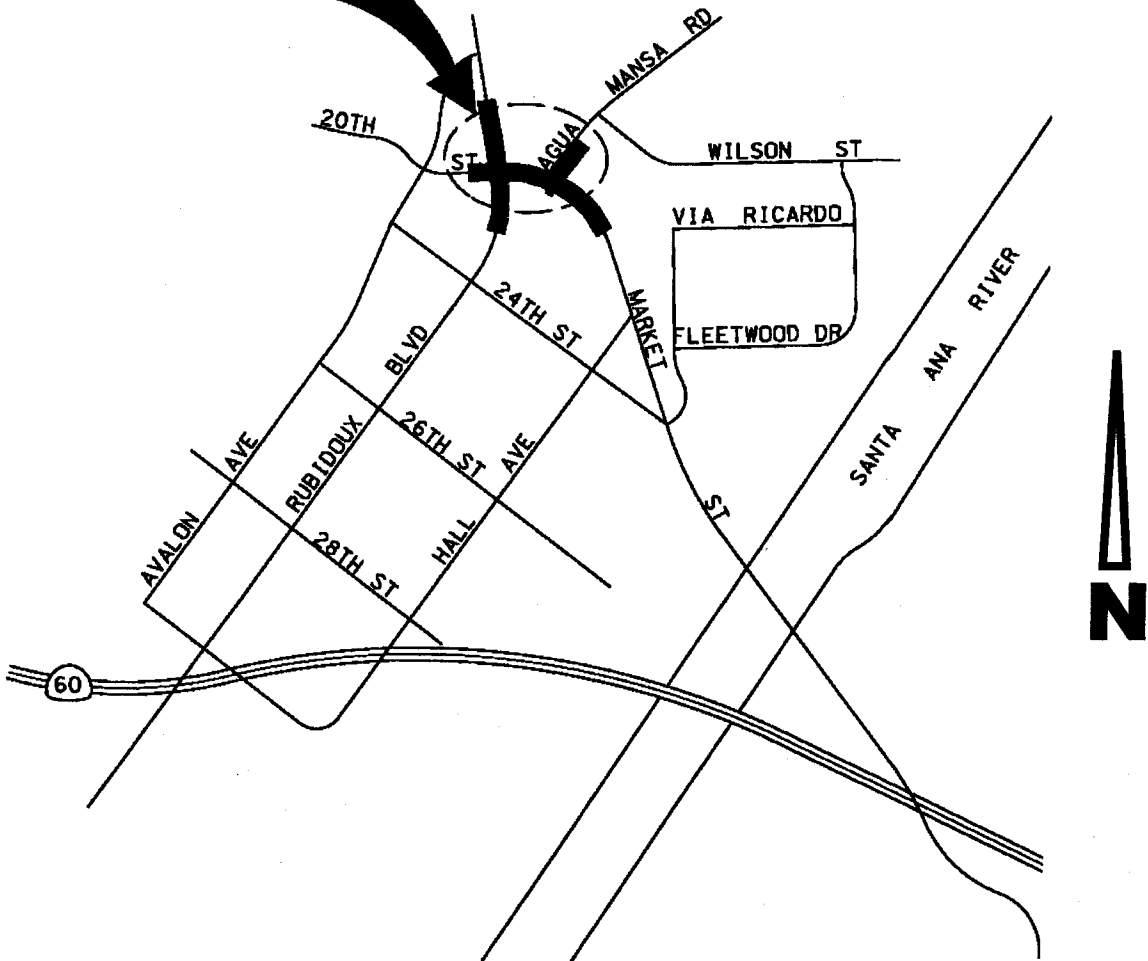
14
15 *Kecia Harper-Ihem*
16 _____
17 Deputy

18 **APPROVED AS TO FORM:**
19 Pamela J. Walls
20 Agency Counsel

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22 *Pamela J. Walls*
23 _____
24 Anita C. Willis, Deputy

EXHIBIT A
LOCATION OF PROJECT

PROJECT
LOCATION



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EXHIBIT B

SCOPE OF WORK

COUNTY will oversee and/or perform the following tasks associated with the PROJECT.

TASKS	Total Market St Project Costs	Market St at Agua Mansa Rd B6-0459		Market St at Rubidoux Blvd B4-0512		TOTAL FUNDING	
		COUNTY Funding	AGENCY Funding	COUNTY Funding	AGENCY Funding	COUNTY Funding	AGENCY Funding
Preliminary Survey	33,000	33,000	0	0	0	33,000	0
Environmental	61,000	60,000	0	1,000	0	61,000	0
Design	269,000	189,000	0	80,000	0	269,000	0
Right of Way *	0	0	0	0	0	0	0
Utilities	5,000	0	0	5,000	0	5,000	0
Construction	2,633,000	380,000	1,233,000	255,000	764,000	636,000	1,997,000
Const Engr/Inspection	369,000	53,000	173,000	36,000	107,000	89,000	280,000
Construction Survey	158,000	23,000	74,000	15,000	46,000	38,000	120,000
TOTAL	3,528,000	739,000	1,480,000	392,000	917,000	1,131,000	2,397,000
		2,219,000		1,309,000		3,528,000	

* Note: Right-of-way acquisition costs to be performed directly by AGENCY outside this AGREEMENT.