

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

202



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Approval of Reimbursement Agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Revitalization Project – Phase 3.

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

1. Find the following in accordance with Section 33445 of the Health and Safety Code:
  - a) The Mecca Downtown Street Revitalization Project is of benefit to the Desert Communities Project Area (Sub-Area Mecca) because it will eliminate physical blight by providing necessary infrastructure improvements and public facilities within the community; and

(Continued)

*Robert Field*

**Robert Field  
Executive Director**

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,135,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Redevelopment Agency – Desert Communities Project Area (100%)	<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: *Jennifer L. Sargent*  
Jennifer L. 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: June 28, 2011

xc: RDA, EDA, Transp., Auditor

Kecia Harper-Ihem  
Clerk of the Board

By: *Karl Batten*  
Deputy

(Comp. Item 3.65)

Prev. Agn. Ref.: 3.50 of 08/31/10; 4.3 of 08/31/10; 3.35 of 11/16/07; 4.3 of 11/16/07 4.1 of 11/18/06; 4.1 of 12/24/04

District: 4  
Agenda Number: **4.2**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FINANCIAL PROCEDURES APPROVED  
 PAUL ANGIULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 6/16/11  
 SAMUEL WONG  
 Departmental Concurrence  
 DATE: 6-15-11  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Anita C. Willis* 6-15-11

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

**RECOMMENDED MOTION:** (Continued)

- b) No other reasonable means of financing the project are available to the community as the County General Fund does not have the funds needed for the proposed improvement as a result of the current economic downturn; and
  - c) The payment of funds for the proposed improvements is consistent with the Redevelopment Implementation Plan for the Desert Communities Project Area pursuant to HSC33490 which identifies road and other infrastructure, as a necessary improvement for the Mecca Community.
2. Approve and authorize the Chairman of the Board to execute the Reimbursement Agreement by and between the Redevelopment Agency and the County of Riverside.

**BACKGROUND:**

The community of Mecca and the County of Riverside have identified certain improvements that are needed in the Mecca Downtown Area, including sidewalk improvements that are a priority for the highly pedestrian community.

The Mecca Downtown Street Revitalization project will include the construction of approximately seven miles of street, sidewalk, curb and gutter, and street light improvements for streets within the downtown Mecca community. The proposed improvements are intended to increase pedestrian safety by providing sidewalks and upgraded street lighting, and will improve driving and drainage conditions through the reconstruction of street pavement and the installation of curb and gutter.

The streets and their limits include:

- 66<sup>th</sup> Avenue from Hammond Road to Frank J. Valdovino Road
- 2<sup>nd</sup> Street from Hammond Road to Home Avenue
- 3<sup>rd</sup> Street from Hammond Road to Frank J. Valdovino Road
- 4<sup>th</sup> Street from Hammond Road to Frank J. Valdovino Road
- 5<sup>th</sup> Street from Lincoln Street to Frank J. Valdovino Road
- 6<sup>th</sup> Street from Lincoln Street to Dale Kiler Road
- 7<sup>th</sup> Street from Date Palm Street to Dale Kiler Road
- Hammond Road from 5<sup>th</sup> Street to south of 66<sup>th</sup> Avenue
- Lincoln Street from 5<sup>th</sup> Street to 7<sup>th</sup> Street
- Coahuilla Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue
- Date Palm Street from 66<sup>th</sup> Avenue to 65<sup>th</sup> Avenue
- Brown Street from 66<sup>th</sup> Avenue to 6<sup>th</sup> Street
- Dale Kiler Road from 66<sup>th</sup> Avenue to 7<sup>th</sup> Street
- Home Avenue from 66<sup>th</sup> Avenue to 5<sup>th</sup> Street
- Frank J. Valdovino Road from south of 3<sup>rd</sup> Street to 5<sup>th</sup> Street

The project was found exempt from California Environmental Quality Act on November 4, 2008 BOD Item 4.2.

Redevelopment Agency - Approval of Reimbursement Agreement with the County of Riverside for the Mecca Downtown Street Revitalization Project - Phase 3

June 16, 2011

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The project will be constructed in five phases. The first phase of construction has been completed and included the following two streets:

2<sup>nd</sup> Street from Hammond Road to Home Avenue  
Hammond Road from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street

The second phase of construction began in January 2011 and will include the following eight (8) streets:

3<sup>rd</sup> Street from Hammond Road to Home Avenue  
4<sup>th</sup> Street from West of Coahuilla Street to East of Dale Kiler Road  
5<sup>th</sup> Street from Hammond Road to Dale Kiler Road  
Coahuilla Street from 2<sup>nd</sup> Street to 5<sup>th</sup> Street  
Date Palm Street from 2<sup>nd</sup> Street to 5<sup>th</sup> Street  
Brown Street from 2<sup>nd</sup> Street to 5<sup>th</sup> Street  
Dale Kiler Road from 2<sup>nd</sup> Street to 5<sup>th</sup> Street  
Hammond Road 5<sup>th</sup> Street to 300 feet southerly

The third phase of construction will include the following three streets:

66<sup>th</sup> Street from 350 feet West of Brown Street to Home Avenue  
Dale Kiler Road from 350 feet South of 66<sup>th</sup> Avenue to 2<sup>nd</sup> Street  
Home Avenue from 66<sup>th</sup> Avenue to 2<sup>nd</sup> Street

Section 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. The attached reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside will provide funds for the Riverside County Transportation Department to perform construction and construction management for the above listed streets in Phase 3.

The funding for future phases of construction will be handled through separate reimbursement agreements between the Riverside County Redevelopment Agency and the County of Riverside.

Agency staff recommends that the Board of Directors make the required findings and approve the reimbursement agreement between the Riverside County Redevelopment Agency and the County of Riverside for the Mecca Downtown Street Revitalization Project – Phase 3.

County Counsel has reviewed and approved the Agreement as to form.

Previous agenda items:

12-21-2004	Item 4.1	Design contract
04-18-2006	Item 4.2	Design contract amendment 1
11-18-2006	Item 4.1	Design contract amendment 2
11-03-2009	Items 3.35 & 4.3	Phase 1 reimbursement agreement
08-31-2010	Items 3.50 & 4.3	Phase 2 reimbursement agreement

Attachment: Reimbursement Agreement

TIP Project No. C1-0646

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**REIMBURSEMENT AGREEMENT**  
**BY AND BETWEEN THE**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**AND THE COUNTY OF RIVERSIDE**  
**FOR THE**  
**MECCA DOWNTOWN STREETS REVITALIZATION PROJECT – PHASE 3**

**THIS REIMBURSEMENT AGREEMENT**, hereinafter AGREEMENT is entered into on this 28<sup>th</sup> day of June, 2011, by and between the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California, hereinafter AGENCY, and the County of Riverside, by and through its Transportation Department, hereinafter COUNTY, hereinafter collectively referred to as the Parties, for the construction of Phase 3 of the Mecca Downtown Streets Revitalization Project, in the unincorporated community of Mecca.

**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 which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);

**WHEREAS**, the County of Riverside has adopted by Ordinance No. 638 on December 23, 1986, and amended by Ordinance No. 786 adopted May 11, 1999, a redevelopment plan for an area within the County known as the Mecca Sub-Area of the Desert Communities Redevelopment Project Area (hereinafter PROJECT AREA); and

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

JUN 28 2011 4.2

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

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

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

14           **WHEREAS**, AGENCY and the COUNTY have determined that there is a great  
15 need for street reconstruction and installation of curb, gutter, sidewalk, ADA access  
16 ramps, and street lighting on 66<sup>th</sup> Avenue, Home Avenue, and Dale Kiler Road within  
17 the unincorporated community of Mecca (hereinafter the "PROJECT");

18           **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by  
19 providing sidewalks for pedestrians, improving driving surfaces, improving drainage  
20 conditions and eliminating blight within the PROJECT AREA and meets a primary  
21 objective of the PLAN;

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

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

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

1           **SECTION 2. Location of the Project.** The PROJECT is located within the  
2 Desert Communities Redevelopment Project Area – Mecca Sub-Area and more  
3 specifically on 66<sup>th</sup> Avenue, Home Avenue, and Dale Kiler Road in the unincorporated  
4 community of Mecca, as further detailed in Exhibit A, which is attached hereto and  
5 made a part hereof by this reference.

6           **SECTION 3. Scope of Work.** The work to be performed by the COUNTY  
7 includes construction, construction management, and construction inspection for street  
8 improvements including the replacement of pavement and street lights, and the addition  
9 of curb, gutter, sidewalk and access ramps on the following streets within the stated  
10 limits:

- 11           • 66<sup>th</sup> Avenue from 350 feet West of Brown Street to Home Avenue;
- 12           • Dale Kiler Road from 350 feet South of 66<sup>th</sup> Avenue to 2<sup>nd</sup> Street;
- 13           • Home Avenue from 66<sup>th</sup> Avenue to 2<sup>nd</sup> Street;

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

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

24           **SECTION 6. Time Limit.** COUNTY shall complete the work that is the subject  
25 of this AGREEMENT within a period of twenty four (24) months after the date of  
26 execution of this AGREEMENT. In the event said twenty four (24) month period expires  
27 prior to completion of the work, the terms of this AGREEMENT may be extended upon  
28 written consent of Parties. Nothing in this Section shall be deemed a waiver of any or

1 all claims or other actions by either party in regard to any breach of this AGREEMENT.

2       **SECTION 7. Payment.** AGENCY shall reimburse COUNTY for the actual cost  
3 of the PROJECT as outlined in Exhibit B, which is attached hereto and made a part  
4 hereof by this reference. Said cost for improvements and services shall not exceed two  
5 million, one hundred and thirty five thousand (\$2,135,000) dollars which shall constitute  
6 the full and complete financial obligation of the AGENCY. Said amount shall include,  
7 but is not limited to, all of COUNTY's charges to construct the PROJECT.

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

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

18  
19       **AGENCY:** Leah Rodriguez, Project Manager  
20                               Redevelopment Agency for the County of Riverside  
21                               44-199 Monroe St., Suite B, Indio, CA 92201  
22                               (760) 863-2534

23  
24       **COUNTY:** Cathy Wampler, Senior Civil Engineer  
25                               Riverside County Transportation Department  
26                               4080 Lemon Street, 8<sup>th</sup> Floor, Riverside, CA 92501  
27                               (951) 955-6803  
28

1           **SECTION 9. Conflict of Interest.** No member, official or employee of AGENCY  
2 or COUNTY shall have any personal interest, direct or indirect, in this AGREEMENT nor  
3 shall any such member, official or employee participate in any decision relating to this  
4 AGREEMENT which affects his or her personal interests or the interests of any  
5 corporation, partnership or association in which he or she is directly or indirectly  
6 interested.

7           **SECTION 10. 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 ambiguities  
12 are to be resolved against the drafting party shall not be employed in interpreting this  
13 AGREEMENT, all parties having been represented by counsel in the negotiation and  
14 preparation hereof.

15           **SECTION 11. 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 or  
17 entity shall have any right of action based upon the provisions of this AGREEMENT.

18           **SECTION 12. 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 to  
24 person and/or property which primarily relates to or arises from the negligence or willful  
25 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 primarily  
2 relates to or arises from the negligence or willful misconduct of AGENCY, its elected  
3 officials, officers, directors, affiliates, agents, or employees in the execution or  
4 implementation of this AGREEMENT.

5       **SECTION 13. 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 insured.  
12 COUNTY shall also require COUNTY's Contractors/Consultant to maintain Worker's  
13 Compensation Insurance. COUNTY shall provide Certificates of Insurance and  
14 Additional Insured Endorsements which meet the requirements of this section to  
15 AGENCY upon request.

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

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

1 the AGREEMENT.

2       **SECTION 17. Amendments to the Agreement.** It is agreed that the rights,  
3 interests, understandings, agreements and obligations of the respective parties  
4 pertaining to the subject matter of this AGREEMENT may not be amended, modified or  
5 supplemented in any respect except by a subsequent written instrument evidencing the  
6 express written consent of each of the parties hereto and duly executed by the Parties.  
7 AGENCY'S Executive Director and COUNTY'S Director of Transportation are  
8 authorized to approve and execute amendments to the AGREEMENT up to ten percent  
9 (10%) of the total PROJECT budget for services consistent with the approved scope of  
10 services. Such amendments shall be mutually agreed upon by and between the  
11 AGENCY'S Executive Director and COUNTY'S Director of Transportation prior to the  
12 authorization of any additional work by and shall be incorporated in written amendments  
13 to this AGREEMENT.

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

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

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

27  
28       **IN WITNESS WHEREOF, AGENCY and COUNTY have executed this**

1 AGREEMENT as of the date first above written.

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

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*Bob Buster*

*Bob Buster*

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Bob Buster, Chairman

Bob Buster, Chairman

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Board of Directors

Board of Supervisors

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11 **ATTEST:**

12 Kecia Harper-Ihem, Clerk of the Board

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14

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BY:

*Kecia Harper-Ihem*

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Deputy

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18 **APPROVED AS TO FORM:**

19 Pamela J. Walls, County Counsel

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BY:

*Pamela J. Walls*

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Deputy

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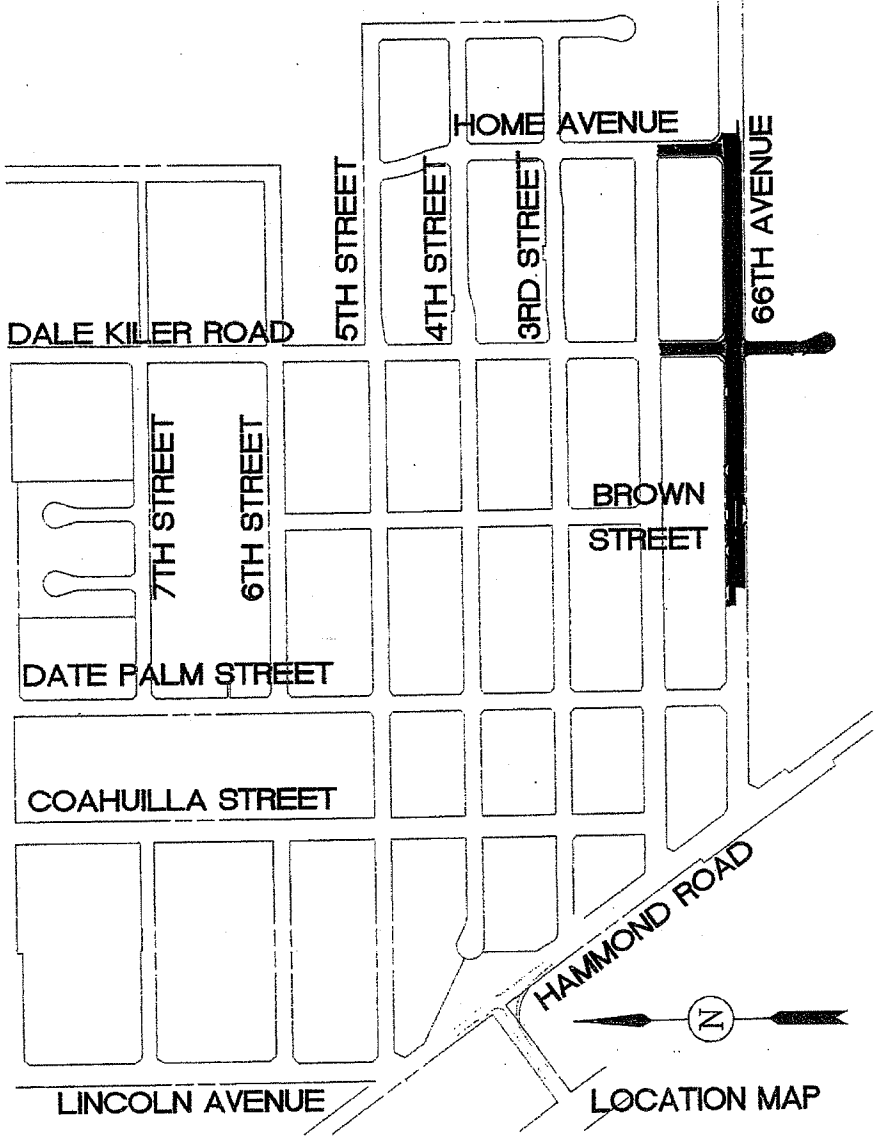
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**EXHIBIT A**  
**LOCATION OF PROJECT**

**MECCA STREETS REVITALIZATION PROJECT**  
**PHASE 3**



1 **EXHIBIT B**

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3 **SCOPE OF WORK**

4  
5 COUNTY will oversee and/or perform the following tasks:

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Preliminary Survey *	\$0
Design *	\$0
Environmental *	\$0
Right of Way **	\$0
Utilities **	\$0
Construction (with 15% contingency)	\$1,779,000
Construction Engineering & Inspection	\$249,000
Construction Survey	<u>\$107,000</u>
TOTAL	\$2,135,000

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21 Notes:

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

24 \*\* Right-of-way engineering and acquisition, and utility installation and relocation costs, are not  
25 included within the scope of work.