

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



197

FROM: Redevelopment Agency

SUBMITTAL DATE:
June 2, 2011

SUBJECT: Tradewinds Road Paving Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to California Health and Safety Code Section 33445:
 - a. That the proposed Tradewinds Road Paving Project is of primary benefit to the Romoland sub-area of the I-215 Redevelopment Project Area by helping to eliminate blight within the project area by paving existing unpaved roads to improve safety and enhance vehicular access;
 - b. That no other reasonable means of financing the project are available to the community due to insufficient availability of public funds because of the reduction in tax revenues as a result of the current economic downturn;

(Continued)

[Signature]

Robert Field
Executive Director
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 600,000	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

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Project Funds - Romoland Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
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, Auditor

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

(Comp. Item 3.44)

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 5

Agenda Number: 4.4

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* DATE: 6/15/11
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE: 6-7-11
 Policy Consent
 Policy Consent

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, including roads;
2. Approve the attached agreement between the City of Menifee and the Redevelopment Agency for the County of Riverside, providing \$600,000 in redevelopment funds for the paving of Tradewinds Road in the City of Menifee within the Romoland sub-area of the I-215 Redevelopment Project Area and authorize the Chairman to execute the agreement; and
3. Approve and allocate \$600,000 in Redevelopment Capital Improvement Funds for the Tradewinds Road Paving Project.

BACKGROUND:

The Redevelopment Agency has identified a need to pave Palomar Road and Tradewinds Road in the community of Romoland in an effort to eliminate physical blighting conditions within the Romoland Redevelopment Project Area. Palomar Road was paved, but the required rights-of-way for paving Tradewinds didn't exist at the time.

The City of Menifee has subsequently stated that the rights-of-way now in possession are sufficient to proceed with paving Tradewinds Road. The city has agreed to perform all necessary actions to construct the road including all regulatory and environmental compliance for a cost not-to-exceed \$600,000 for which the Redevelopment Agency is agreeing to pay using Redevelopment Funds. The improvements will include grading and paving of the existing Tradewinds road between Watson and Mapes Roads to Riverside County Standard No. 136, a residential collector Road.

Staff recommends that the Board of Directors approve the attached agreement and make the necessary findings so the project may proceed.

1 **AGREEMENT BY AND BETWEEN THE**
2 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
3 **AND THE CITY OF MENIFEE FOR THE**
 TRADEWINDS ROAD PAVING PROJECT

4 **THIS AGREEMENT** is entered into on this 28th day of June, 2011, by
5 and between the Redevelopment Agency for the County of Riverside (hereinafter
6 "Agency") and the City of Menifee (hereinafter "CITY") for the paving of Tradewinds
7 Road in the community of Romoland in the City of Menifee.

8 **WITNESSETH**

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

14 **WHEREAS**, Section 33445 of the California Health and Safety Code provides
15 that a redevelopment agency may pay all or part of the cost of the construction of any
16 building, facility, structure or other improvement which is to be publicly owned and is
17 located within or outside of a redevelopment project area upon making certain findings;
18 and

19 **WHEREAS**, the Riverside County Board of Supervisors has adopted, by
20 Ordinance No. 639 on December 23, 1998, a redevelopment plan for an area within the
21 county known as the Romoland Sub-Area of the I-215 Corridor Redevelopment Project
22 Area (hereinafter "Project Area"); and

23 **WHEREAS**, the I-215 Corridor Redevelopment Plan (hereinafter "Plan") for the
24 Project Area was adopted in order to eliminate blight and revitalize the substandard
25 physical and economic conditions that exist within the Project Area; and

26 **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the
27 Agency and CITY to cooperate and assist each other in certain redevelopment
28 activities that are the subject of this Agreement; and

1 **WHEREAS**, Agency and CITY have determined that there is a great need for
2 the paving of Tradewinds Road, as detailed in Exhibit "A," which is attached hereto and
3 incorporated herein by this reference; and

4 **WHEREAS**, the road paving will significantly improve public safety and access
5 in the community assisting the implementation of the Redevelopment Plan; and

6 **WHEREAS**, Agency agrees to reimburse the City for the costs associated with
7 the construction of Tradewinds Road between Mapes and Watson Roads.

8 **NOW, THEREFORE, BE IT RESOLVED**, the parties agree as follows:

9 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
10 provide a new road that addresses health and safety concerns as they pertain to the
11 Romoland sub-area of the I-215 Corridor Project Area (hereinafter referred to as the
12 "Project").

13 **SECTION 2. Location of the Project.** The Project is located on Tradewinds
14 Road between Mapes and Watson Roads in the city of Menifee in the community of
15 Romoland in Riverside County.

16 **SECTION 3. Scope of Work.** The work to be performed by CITY, for the
17 benefit of CITY, includes the complete design and construction of approximately 2,150
18 lineal feet of roadway using Riverside County Standard Plan Number 136 for a
19 Residential Collector Road as detailed in Exhibit "A".

20 The CITY shall be responsible for preparation of any and all engineering plans
21 for the new road. CITY shall comply with applicable requirements for the use of
22 redevelopment funds included in this scope of services as set forth in the California
23 Health and Safety Code Sections 33000 et seq., the nondiscrimination provisions of the
24 California Fair Employment and Housing Act, the California Environmental Quality Act
25 ("CEQA"), public works project construction management requirements, as well as all
26 other applicable federal, state, and local laws, rules, and regulations.

27 **SECTION 4. Disbursement of Funds.** Agency shall reimburse the CITY for
28 the actual cost of the design and construction of the improvements in the amount of

1 not-to-exceed Six Hundred Thousand Dollars (\$600,000). Said amount shall be the
2 maximum amount paid to CITY for the Project and shall include, but is not limited to, all
3 of the CITY's charges for complete CITY design services and contractor services. City
4 will be reimbursed upon completion of the project. One invoice will be submitted to the
5 Agency, once the construction has been completed and all costs have been identified
6 with supporting back-up documentation. The Agency shall reimburse City within 30
7 days from the date of such submission

8 **SECTION 5. CITY and Other Governmental Agency Permits.** CITY agrees
9 to obtain, secure or cause to be secured any and all permits and/or clearances which
10 may be required by CITY or any other federal, state or local governmental or regulatory
11 agency relating to the Project that is the subject of this Agreement.

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

14
15 **AGENCY:** Andy Frost, Regional Manager
16 Redevelopment Agency for the County of Riverside
17 3403 Tenth Street, Suite 500, Riverside, CA 92501
(951) 955-6619, (951) 955-4890 FAX

18 **CITY:** Don Allison, City Engineer
19 City of Menifee
20 29714 Haun Rd, Menifee, CA 92586
(951) 672-6777, (951) 679-3843 FAX

21
22 **SECTION 7. Conflict of Interest.** No member, official or employee of Agency
23 or CITY shall have any personal interest, direct or indirect, in this Agreement nor shall
24 any such member, official or employee participate in any decision relating to this
25 Agreement which affects his or her personal interests or the interests of any
26 corporation, partnership or association in which he or she is directly or indirectly
27 interested.

28 **SECTION 8. Interpretation and Governing Law.** This Agreement and any

1 dispute arising there under shall be governed and interpreted in accordance with the
2 laws of the State of California.

3 **SECTION 9. No Third Party Beneficiaries.** This Agreement is made and
4 entered into for the sole protection and benefit of the parties hereto. No other person
5 or entity shall have any right of action based upon the provisions of this Agreement.

6 **SECTION 10. Indemnification.** Except as to any legal challenge or claim
7 brought by any person or entity questioning the use of redevelopment funds for the
8 purposes set forth herein that is the subject of this Agreement (from which Agency
9 shall indemnify, defend and hold harmless City):

10 CITY shall indemnify and hold harmless Agency, the County of Riverside, their
11 respective directors, officers, Board of Directors, elected and appointed officials,
12 employees, agents and representatives from any liability whatsoever, based or
13 asserted upon any services of CITY, its officers, employees, subcontractors, agents or
14 representatives arising out of or in any way relating to this Agreement, including but not
15 limited to property damage, bodily injury, or death or any other element of any kind or
16 nature whatsoever and resulting from any reason whatsoever arising from the
17 performance of CITY, its officers, agents, employees, subcontractors, agents or
18 representatives from this Agreement; and CITY shall defend, at its sole expense, all
19 costs and fees including but not limited to attorney fees, cost of investigation, defense
20 and settlements or awards against Agency and the County of Riverside, their
21 respective, officers, elected and appointed officials, employees, agents and
22 representatives in any claim or action based upon such alleged acts or omissions,
23 except that arising from the gross negligence or willful misconduct of the Agency or
24 County of Riverside.

25 With respect to any action or claim subject to indemnification herein by CITY,
26 CITY shall, at their sole cost, have the right to use counsel of its own choice and shall
27 have the right to adjust, settle, or compromise any such action or claim without the
28 prior consent of Agency; provided, however, that any such adjustment, settlement or

1 compromise in no manner whatsoever limits or circumscribes CITY's indemnification to
2 Agency as set forth herein. CITY's obligation to defend, indemnify and hold harmless
3 Agency shall be subject to Agency having given CITY written notice within a
4 reasonable period of time of the claim or of the commencement of the related action,
5 as the case may be, and information and reasonable assistance, at CITY's expense,
6 for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied
7 when CITY has provided to Agency the appropriate form of dismissal relieving Agency
8 from any liability for the action or claim involved.

9 The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe CITY's obligations to indemnify and hold harmless the Agency herein
11 from third party claims.

12 In the event there is a conflict between this clause and California City Code
13 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
14 interpretation shall not relieve the CITY from indemnifying the Agency to the fullest
15 extent allowed by law.

16 **SECTION 11. Insurance.** CITY shall cause CITY's contractor/consultant to maintain
17 in force, until completion and acceptance of the Perris Valley Aquatic Center Project
18 construction contract, a policy of Contractual Liability Insurance, including coverage of
19 Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000
20 minimum single limit coverage, and a policy of Automobile Liability Insurance in the
21 amount of \$1,000,000 minimum. Endorsements to each policy shall be required which
22 name the Agency, its officers, directors, officials, agents and employees as additionally
23 insured. CITY shall also require CITY's contractors/consultant to maintain Worker's
24 Compensation Insurance. CITY shall provide Certificates of Insurance and Additional
25 Insured Endorsements, which meet the requirements of this section, to Agency prior to
26 start of construction.

27 ///

28 ///

1 **SECTION 12. Section Headings.** The Section headings herein are for the
2 convenience of the parties only and shall not be deemed to govern, limit, modify or in
3 any manner affect the scope, meaning or intent of the provisions or language of this
4 Agreement.

5 **SECTION 13. Time Limit.** Agency shall complete the work that is the subject
6 of this Agreement within a period of twelve (12) months after the date of execution of
7 this Agreement. In the event said twelve (12) month period expires prior to the
8 completion of the work, the terms of this Agreement may be extended upon written
9 consent of both parties. Nothing in this Section shall be deemed a waiver of any or all
10 claims or other actions by either party in regard to any breach of this Agreement.

11 **SECTION 14. Entire Agreement.** This Agreement is intended by the parties
12 hereto as a final expression of their understanding with respect to the subject matter
13 hereof and as a complete and exclusive statement of the terms and conditions thereof
14 and supersedes any and all prior and contemporaneous agreements and
15 understandings, oral or written, in connection therewith. Any amounts to or clarification
16 necessary to this Agreement shall be in writing and acknowledged by all parties to the
17 Agreement.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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**, Agency and CITY have executed this Agreement as
2 of the date first above written.

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

CITY OF MENIFEE

6 

7 _____
8 Bob Buster, Chairman
9 Board of Directors

Wallace Edgerton
Mayor

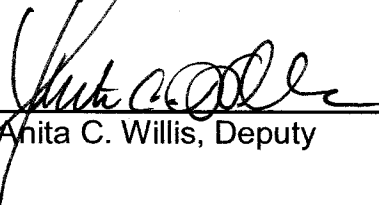
9 **ATTEST:**

10 Kecia Harper-Ihem
11 Clerk of the Board

12 
13 _____
14 Deputy

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls
16 County Counsel

17 
18 _____
19 Anita C. Willis, Deputy

20
21
22
23
24
25
26
27 s:\rdacom\dis5\romoland\romoland road paving\tradewinds and palomar\meniffee mou\tradewinds road agreement (f11 10895_10896).docx

1 **IN WITNESS WHEREOF**, Agency and CITY have executed this Agreement as
2 of the date first above written.

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

CITY OF MENIFEE

6
7 _____
8 Bob Buster, Chairman
9 Board of Directors

Wallace Edgerton
Wallace Edgerton
Mayor

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

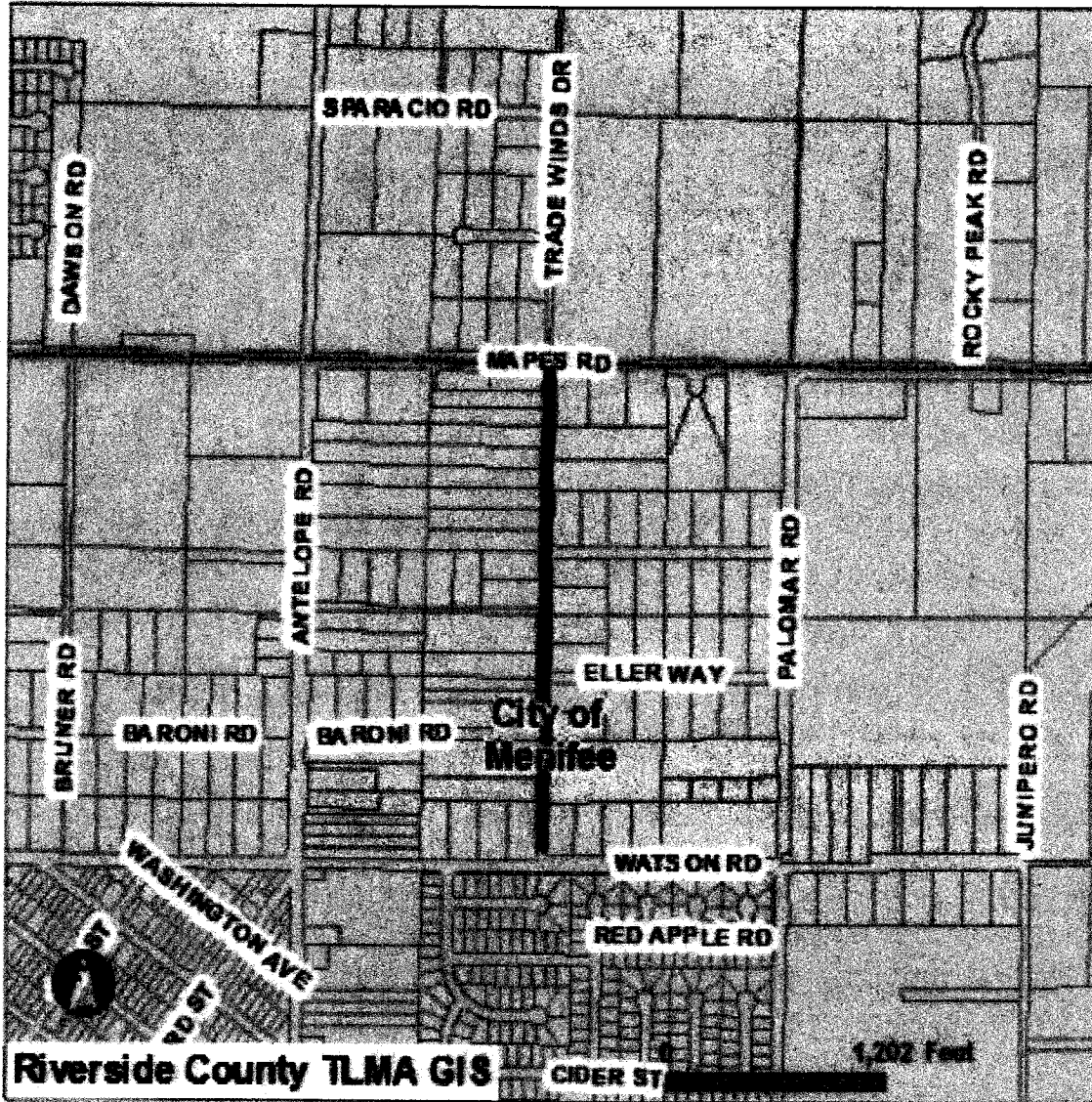
13 _____
14 Deputy

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

18 _____
19 Anita C. Willis, Deputy

20
21
22
23
24
25
26
27 s:\rdacom\dis5\romoland\romoland road paving\tradewinds and palomar\meniffee mou\tradewinds road agreement (f11 10895_10896).docx

Tradewinds Road Paving Project



"IMPORTANT"
 Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... Tue May 10 10:32:13 2011
 Version 110502

Frost, Andrew

From: Don Allison [dallison@cityofmenifee.us]
Sent: Tuesday, April 19, 2011 4:38 PM
To: Frost, Andrew
Subject: Tradewind Paving

Andy:

We estimate the cost of constructing Tradewinds from Mapes to Watson to be \$600,000 including a 10% contingency. That roadway is to RC Standard Plan No. 136, a Residential Collector Road.

Thanks,
Don Allison
Public Works Director/City Engineer
Email: dallison@cityofmenifee.us



29714 Haun Rd . Menifee, CA . 92586
Office: 951-672-6777 . FAX: 951-679-3843