

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



SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: Brown Street - Road & Drainage Improvement Project

RECOMMENDED MOTION: The Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a. The proposed Brown Street - Road & Drainage Improvement Project will eliminate physical blight within the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area by constructing much needed road improvements and will improve drainage conditions which will prevent flooding of properties along this street;
 - b. No other reasonable means of financing 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;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 500,000	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

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Project Funds-Mead Valley Sub-Area	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 BY:
(Elizabeth J. Olson)

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:
Deputy

(Comp. Item 3.119)

Prev. Agn. Ref.: N/A | **ATTACHMENTS FILED** | **District:** 1 | **Agenda Number:** 4.18

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 SAMUEL WONG
 Departmental Auditor
 DATE: 6/22/11
 FORM APPROVED COUNTY COUNSEL
 BY:
 ANITA C. WILLIS

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

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the project is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490, which includes construction of public infrastructure; and
2. Approve and authorize the Chairman of the Board to execute the attached Agreement by and between the Redevelopment Agency for the County of Riverside and the Riverside County's Transportation Department in the amount of \$500,000 for the design and construction of drainage improvements and associate street improvements at the intersection of Cajalco and Brown Street.

BACKGROUND:

The Redevelopment Agency (RDA) has been working with the community, Mead Valley Municipal Advisory Council (MAC), and the Transportation Department for Riverside County (County), to develop a plan to assist in the elimination of blight and revitalize the substandard physical and economic conditions that exist within the Mead Valley Sub-Area of the I-215 Corridor Project Area. The MAC identified a need to correct a blighting condition, which has developed in an area of the road at the intersection of Cajalco and Brown Street. The area experiences flooding due to a reduction in grade and inadequate drainage in the road. The project will remove the blighting condition by installing a precast bridge over the street as well as additional road improvements. The proposed improvements will improve traffic circulation and provide safer access for vehicles and pedestrians at the intersection, as well as, relieve the area of the risk of future flooding. The County has estimated the cost of the design and construction to be \$500,000.

1 **AGREEMENT BY AND BETWEEN**
2 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
3 **AND THE TRANSPORTATION DEPARTMENT FOR THE COUNTY OF RIVERSIDE**
4 **FOR THE ROAD AND DRAINAGE IMPROVEMENTS AT BROWN STREET IN THE**
5 **UNINCORPORATED COMMUNITY OF MEAD VALLEY**

6 **THIS AGREEMENT**, is entered into on this 28th day of June, 2011, by
7 and between the Redevelopment Agency for the County of Riverside (hereinafter
8 referred to as "AGENCY") and the County of Riverside by and through its
9 Transportation Department (hereinafter referred to as "COUNTY") for the design and
10 construction of a flood drainage system, including all associated road improvements
11 for the intersection of Cajalco and Brown street in the unincorporated community of
12 Mead Valley (hereinafter referred to as "PROJECT").

13 **WITNESSETH**

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

19 **WHEREAS**, Section 33445 of the California Health and Safety Code provides
20 that a redevelopment agency may pay all or part of the cost of the construction of any
21 building, facility, structure or other improvement, which is to be publicly owned and is
22 located within or contiguous to a redevelopment project area upon making certain
23 findings; and

24 **WHEREAS**, the Riverside County Board of Supervisors adopted, by Ordinance
25 No. 821, on July 16, 2001, a redevelopment plan for an area within the County known
26 as the I-215 Corridor Redevelopment Project Area (hereinafter referred to as "Project
27 Area"), and

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1 **WHEREAS**, the Project Area was adopted in order to eliminate blight and
2 revitalize the substandard physical and economic conditions that exist within the
3 Project Area; and

4 **WHEREAS**, Section 33220 of the Community Redevelopment Law permits
5 AGENCY and COUNTY to cooperate and assist each other in certain redevelopment
6 activities that are the subject of this Agreement; and

7 **WHEREAS**, AGENCY and COUNTY have determined that there is a need for
8 the Brown Street Road & Drainage Improvement Project as it eliminate a blighting
9 condition, enhance public safety at the intersection, and reduce flooding issues by
10 building a bridge over an area of the road subject to flooding; and

11 **WHEREAS**, the AGENCY agrees to reimburse COUNTY for the costs
12 associated with the design and construction of the PROJECT at Brown Street using
13 redevelopment funds.

14 **NOW, THEREFORE**, the parties hereto agree as follows;

15 **SECTION 1. Purpose of the Agreement**. The purpose of this Agreement is to
16 set forth the terms and conditions by which AGENCY will reimburse COUNTY for
17 COUNTY's actual costs associated with the design and construction of the project in an
18 amount not-to-exceed \$500,000.

19 **SECTION 2. Location of the Project**. The project site is located at the
20 intersection of Cajalco and Brown Street in the unincorporated community of Mead
21 Valley, in the I-215 Corridor, in Riverside County.

22 **SECTION 3. Scope of Services**. The work to be performed by COUNTY shall
23 include survey, preparation of plans, specifications and estimates, utility coordination,
24 environmental assessment and clearance, right-of-way acquisition, advertise, award,
25 inspect and administer a public works contract for the construction of PROJECT in
26 accordance with the Public Contract Code and applicable law.

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1 **SECTION 4. Construction of the Project.** The contractor(s) for the PROJECT
2 (“the Contractor”) shall be selected by COUNTY pursuant to the Public Contract Code.
3 COUNTY shall be responsible for all services and acts performed by the contractor.

4 COUNTY shall be responsible for design and construction services and project
5 management services, including but not limited to, compliance with the requirements
6 established for the use of redevelopment funds as set forth in California Health and
7 Safety Code Sections 33000 et seq., the California Environmental Quality Act (“CEQA”),
8 nondiscrimination provisions of California Government Code Sections 12920 et seq.,
9 public works project construction requirements, as well as, all applicable federal, state
10 and local laws, rules, and regulations.

11 **SECTION 5. Disbursement of Funds.** AGENCY shall reimburse COUNTY for
12 the actual cost of the design of the PROJECT in the amount not-to-exceed Five
13 Hundred Thousand Dollars (\$500,000).

14 COUNTY will be reimbursed upon AGENCY’s receipt of journal invoices issued
15 by COUNTY for the services specified in this Agreement. A written project status
16 report shall be included with each invoice. Said status report shall provide a
17 description of the work completed. Any necessary corrections to invoice or project
18 status may result in a delay of payment. All costs incurred for actual work completed
19 by COUNTY must be billed to AGENCY within six (6) months from completion of
20 services specified in this Agreement in order to receive payment. Any invoice received
21 after this time will be returned to COUNTY without payment and AGENCY will
22 reprogram any remaining funds.

23 **SECTION 6. COUNTY and Other Governmental Agency Permits.** COUNTY
24 agrees to obtain, secure or cause to be secured any and all permits and/or clearances,
25 which may be required by the County of Riverside or any other federal, state or local
26 governmental or regulatory agency relating to the PROJECT that is the subject of this
27 Agreement.

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1 **SECTION 7. Contact Persons.** The following individuals are hereby
2 designated to be the contact persons for their respective Parties:

3 Agency: Aurelio Aguirre, Economic Development Manager
4 Riverside County Economic Development Agency
5 3403 Tenth Street, Suite 500
6 Riverside, CA 92501
7 (951) 955-1524 Phone
8 (951) 955-4890 Fax

9 COUNTY: Scott Staley, Engineering Project Manager
10 Riverside County Transportation Department
11 3525 14th Street, Transportation Annex, Riverside, CA 92502
12 (951) 955-6782 Phone
13 (951) 955-3164 Fax

14 **SECTION 8. Conflict of Interest.** No member, official or employee of
15 AGENCY or COUNTY shall have any personal interest, direct or indirect, in this
16 Agreement nor shall any corporation, partnership or association in which he or she is
17 directly or indirectly interested.

18 **SECTION 9. Interpretation and Governing Law.** This Agreement and any
19 dispute arising thereunder shall be governed and interpreted in accordance with the
20 laws of the State of California. This Agreement shall be construed as a whole
21 according to its fair language and common meaning to achieve the objectives and
22 purposes of the parties hereto, and the rule of construction to the effect that
23 ambiguities are to be resolved against the drafting party shall not be employed in
24 interpreting this Agreement, all parties having been represented by counsel in the
25 negotiation and preparation hereof.

26 **SECTION 10. No Third-Party Beneficiaries.** This Agreement is made and
27 entered into for the sole protection and benefit of the parties hereto. No other person
28 or entity shall have any right of action based upon the provisions of this Agreement.

SECTION 11. Indemnification. Except as to any legal challenge or claim
brought by any person or entity questioning the use of redevelopment funds for the
purposes set forth herein that is the subject of this Agreement: (i) COUNTY shall

1 indemnify and hold AGENCY, its officers, agents and employees free and harmless
2 from liability to any person or entity not a party to this Agreement from any damage,
3 loss or injury to person and/or property, which primarily relates to or arises from the
4 negligence or willful misconduct of the COUNTY, its officers, agents, or employees in
5 the execution or implementation of this Agreement; (ii) AGENCY shall indemnify and
6 hold COUNTY, its officers, agents, or employees free and harmless from any person or
7 entity not a party to this Agreement from any damage, loss or injury to person and/or
8 property, which primarily relates to or arises from the negligence or willful misconduct
9 of AGENCY, its officers, agents, or employees in the execution or implementation of
10 this Agreement.

11 **SECTION 12. Insurance.** COUNTY shall cause COUNTY's design consultant
12 and COUNTY's construction contractor to each maintain in force, until completion and
13 acceptance of the design and construction of the road improvements and drainage
14 system project at Brown Street contract, a policy of General Liability Insurance,
15 including coverage of Bodily Injury Liability and Property Damage Liability, in the
16 amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile
17 Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
18 policy shall be required which name the AGENCY, its officers, directors, officials,
19 agents and employees as additionally insured. COUNTY shall also require COUNTY's
20 design consultant and COUNTY's construction contractor to each maintain Worker's
21 Compensation Insurance. Additionally, COUNTY shall require COUNTY's design
22 consultant to maintain in force, until completion of construction, a policy of Professional
23 Liability Insurance for all engineering work performed for Project, with a limit of liability
24 of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
25 COUNTY shall provide copies of Certificates of Insurance and Additional Insured
26 Endorsements, which meet the requirements of this section to AGENCY prior to start of
27 construction. It is mutually agreed that COUNTY is authorized to accept alternate

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1 insurance coverage, in lieu of the above stated requirements, if approved by the
2 County of Riverside office of Risk Management.

3 **SECTION 13. Section Headings.** The Section headings herein are for the
4 convenience of the parties only and shall not be deemed to govern, limit, modify or in
5 any manner affect the scope, meaning or intent of the provisions or language of this
6 Agreement.

7 **SECTION 14. Time Limit.** COUNTY shall complete the work that is the subject
8 of this Agreement within a period of twelve (12) months after the date of execution of
9 this Agreement. In the event said twelve (12) month period expires prior to the
10 completion of the work, the terms of this Agreement may be extended upon written
11 consent of both parties. Nothing in this Section shall be deemed a waiver of any or all
12 claims or other actions by either party in regard to any breach of this Agreement.

13 **SECTION 15. Compliance With Laws And Regulations.** By executing this
14 Agreement, AGENCY, and COUNTY agree to comply with all applicable federal, state
15 and local laws, regulations and ordinances.

16 **SECTION 16. Assignment And Modification.** This Agreement shall not be
17 assigned, amended or modified without prior written approval of the AGENCY and
18 COUNTY.

19 **SECTION 17. Waiver.** Failure by a party to insist upon the strict performance
20 of any of the provisions of this Agreement by the other party, or the failure by a party to
21 exercise its rights upon the default of the other party, shall not constitute a waiver of
22 such party's right to insist and demand strict compliance by the other party with the
23 terms of this Agreement thereafter.

24 **SECTION 18. Severability.** Each paragraph and provision of this Agreement is
25 severable from each other provision, and if any provision or part thereof is declared
26 invalid, the remaining provisions shall remain in full force and effect.

27 **SECTION 19. Authority To Execute.** The persons executing this Agreement or
28 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and

1 represent that they have the authority to execute this Agreement and warrant and
2 represent that they have the authority to bind the respective parties to this Agreement
3 to the performance of its obligations hereunder.

4 **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties
5 hereto as a final expression of their understanding with respect to the subject matter
6 hereof and as a complete and exclusive statement of the terms and conditions thereof
7 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 acknowledge by all parties to the
10 Agreement.

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

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

COUNTY OF RIVERSIDE

6 *Bob Buster*
7 Bob Buster, Chairman
8 Board of Directors

Bob Buster
Bob Buster, Chairman
Board of Supervisors

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

13 *Kecia Harper-Ihem*
14 Deputy

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16 **APPROVED AS TO FORM:**
17 Pamela J. Walls
18 Agency Counsel

19 *Anita C. Willis*
20 Anita C. Willis, Deputy

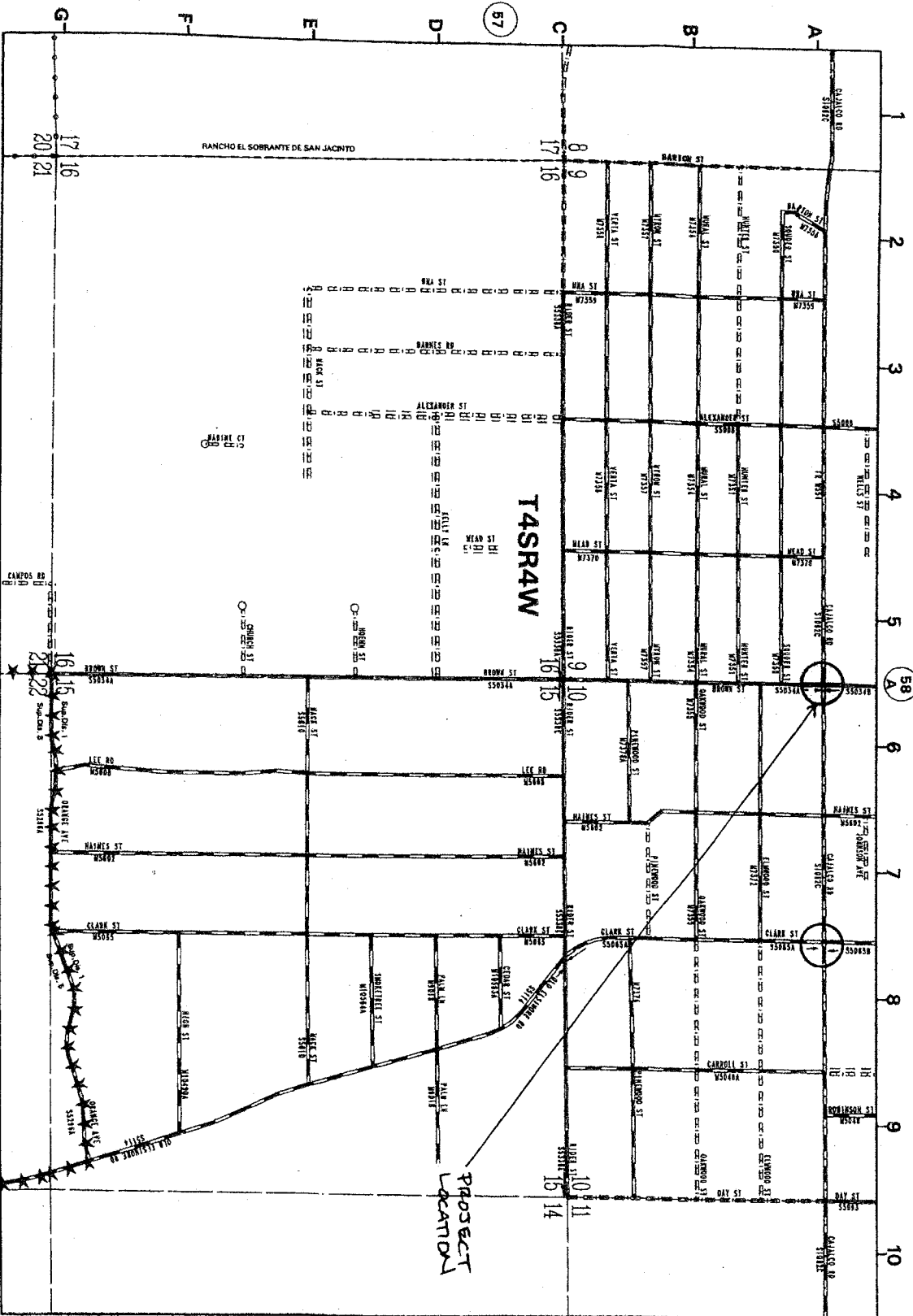
APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

Marsha Victor 6/21/11
Marsha Victor, Deputy

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EXHIBIT "A"

M-14
S-1/5



58-B

November 18, 2009

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