

**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: Ramona & Cajalco Expressway Interchange Design & Construction 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 Ramona & Cajalco Expressway Interchange Design and Construction Project is of primary benefit to the I-215 Redevelopment Project Area by helping to eliminate blight within the project area by constructing and developing much needed road improvements at the interchange, which will provide improved traffic circulation and safe access on and off the interchange;
- b. No other reasonable means of financing the project are available to the community due to the current economic crisis, which has significantly reduced the availability of county funds available to fund the project;

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,000,000	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*
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: *Kecia Harper-Ihem*
Deputy

(Comp. Item 3.118)

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

4.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

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

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.
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 the Redevelopment Agency for the County of Riverside, providing \$1,000,000 in redevelopment funds for the design and construction of the interchange project including safety lighting and other associated improvements.

BACKGROUND:

The Redevelopment Agency (RDA) for the County of Riverside has been working cooperatively with the County of Riverside to improve the I-215 Corridor on and off ramp at the Ramona and Cajalco Expressway. The project will help to eliminate blight by alleviating the congestion and infrastructure deterioration caused by the increased volume of traffic. The project will also increase traffic efficiency, and improve public safety within the project area. The improvements include widening the bridge over the I-215 Corridor, improving the entrance and exit ramps, making modifications to the turn pockets at the ramps, improving both signal lights and also lighting over the bridge and other minor operational improvements. This will meet current standards which significantly improves vehicular access and the existing infrastructure in a rapidly growing area.

The attached Cooperative agreement between RDA and Riverside County provides \$1,000,000 in I-215 Corridor – Mead Valley Sub Area 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.

1 **AGREEMENT BY AND BETWEEN**
2 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
3 **AND THE COUNTY OF RIVERSIDE BY AND THROUGH ITS TRANSPORTATION**
4 **DEPARTMENT FOR THE DESIGN AND CONSTRUCTION OF AN INTERCHANGE**
5 **AND ASSOCIATED STREET IMPROVEMENTS AT THE INTERCHANGE OF**
6 **RAMONA AND CAJALCO IN THE UNINCORPORATED COMMUNITY OF MEAD**
7 **VALLEY**

8 **THIS AGREEMENT**, is entered into on this 28th day of June, 2011, by
9 and between the Redevelopment Agency for the County of Riverside (hereinafter
10 referred to as "Agency") and the County of Riverside by and through its Transportation
11 Department (hereinafter referred to as "COUNTY") for the design and construction of
12 an Interchange, Traffic Signal, Safety Lighting and Street Improvements at the
13 interchange of Ramona and Cajalco Expressway in the unincorporated community of
14 Mead Valley (hereinafter referred to as "PROJECT").

15 **WITNESSETH**

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

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

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

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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;

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;

7 **WHEREAS**, Agency and COUNTY have determined that there is a need for
8 infrastructure improvements to the on and off ramps of Ramona and Cajalco
9 Expressway on the I-215 Corridor (the "PROJECT") that will help to eliminate the
10 blighting conditions caused by the increased traffic volume, related congestion and
11 subsequent deterioration of the infrastructure; and enhance public safety at the
12 intersection; and

13 **WHEREAS**, the Agency agrees to reimburse COUNTY for the costs associated
14 with the design and construction of the PROJECT at the interchange of the Ramona
15 and Cajalco Expressway using redevelopment funds.

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

17 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
18 assist in eliminating blight and improving public safety by designing and constructing
19 the PROJECT at the interchange of Ramona and Cajalco Expressway.

20 **SECTION 2. Location of the Project.** The project site is located in the
21 unincorporated community of Mead Valley in Riverside County.

22 **SECTION 3. Scope of Services.** The scope of work includes widening the
23 bridge over the I-215 Corridor, improving the entrance and exit ramps, making
24 modifications to the turn pockets at the ramps, improving both traffic signals and street
25 lights. The work to be performed by COUNTY shall include survey, preparation of
26 plans, specifications and estimates, utility coordination, environmental assessment and
27 clearance, right-of-way acquisition, advertise, award, inspect and administer a public
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1 works contract for the construction of PROJECT in accordance with the Public Contract
2 Code and other applicable law.

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

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

14 **SECTION 5. Disbursement of Funds.** Agency shall reimburse COUNTY for
15 the actual cost of the design and construction of the PROJECT in the amount not-to-
16 exceed One Million Dollars (\$1,000,000).

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

26 **SECTION 6. COUNTY and Other Governmental Agency Permits.** COUNTY
27 agrees to obtain, secure or cause to be secured any and all permits and/or clearances,
28 which may be required by the County of Riverside or any other federal, state or local

1 governmental or regulatory agency relating to the PROJECT that is the subject of this
2 Agreement.

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

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

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

12 **SECTION 8. Conflict of Interest.** No member, official or employee of Agency
13 or COUNTY shall have any personal interest, direct or indirect, in this Agreement nor
14 shall any such member, official or employee participate in any decision relating to this
15 Agreement which affects his or her personal interests or the interests of any
16 corporation, partnership or association in which he or she is directly or indirectly
17 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.

1 **SECTION 11. Indemnification.** Except as to any legal challenge or claim
2 brought by any person or entity questioning the use of redevelopment funds for the
3 purposes set forth herein that is the subject of this Agreement: (i) COUNTY shall
4 indemnify and hold Agency, its officers, agents and employees free and harmless from
5 liability to any person or entity not a party to this Agreement from any damage, loss or
6 injury to person and/or property, which primarily relates to or arises from the
7 negligence or willful misconduct of the COUNTY, its officers, agents, or employees in
8 the execution or implementation of this Agreement; (ii) Agency shall indemnify and hold
9 COUNTY, its officers, agents, or employees free and harmless from any person or
10 entity not a party to this Agreement from any damage, loss or injury to person and/or
11 property, which primarily relates to or arises from the negligence or willful misconduct
12 of Agency, its officers, agents, or employees in the execution or implementation of this
13 Agreement.

14 **SECTION 12. Insurance.** County shall cause County's design consultant and
15 County's construction contractor to each maintain in force, until completion and
16 acceptance for the design and construction of an Interchange, Traffic Signal, Safety
17 Lighting and Street Improvements at the interchange of Ramona and Cajalco
18 Expressway Project contract, a policy of General Liability Insurance, including
19 coverage of Bodily Injury Liability and Property Damage Liability, in the amount of
20 \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability
21 Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall
22 be required, which name the Agency, its officers, directors, officials, agents and
23 employees as additionally insured. County shall also require County's design
24 consultant and County's construction contractor to each maintain Worker's
25 Compensation Insurance. Additionally, County shall require County's design
26 consultant to maintain in force, until completion of construction, a policy of Professional
27 Liability Insurance for all engineering work performed for Project, with a limit of liability
28 of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. County

1 shall provide copies of Certificates of Insurance and Additional Insured Endorsements,
2 which meet the requirements of this section to Agency prior to start of construction. It is
3 mutually agreed that County is authorized to accept alternate insurance coverage, in
4 lieu of the above stated requirements, if approved by the County of Riverside office of
5 Risk Management.

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

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

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

19 **SECTION 16. Assignment And Modification.** This Agreement shall not be
20 assigned, amended or modified without prior written approval of the Agency and
21 COUNTY.

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

27 **SECTION 18. Severability.** Each paragraph and provision of this Agreement is
28 severable from each other provision, and if any provision or part thereof is declared

1 invalid, the remaining provisions shall remain in full force and effect.

2 **SECTION 19. Authority To Execute.** The persons executing this Agreement or
3 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and
4 represent that they have the authority to execute this Agreement and warrant and
5 represent that they have the authority to bind the respective parties to this Agreement
6 to the performance of its obligations hereunder.

7 **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties
8 hereto as a final expression of their understanding with respect to the subject matter
9 hereof and as a complete and exclusive statement of the terms and conditions thereof
10 and supersedes any and all prior and contemporaneous agreements and
11 understandings, oral or written, in connection therewith. Any amounts to or clarification
12 necessary to this Agreement shall be in writing and acknowledge by all parties to the
13 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 *Pamela J. Walls*
20 Anita C. Willis, Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

Marsha Victor 6/22/11
Marsha Victor, Deputy