

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

301



FROM: Economic Development Agency and Transportation

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Temescal Canyon Road Improvement Project – Cooperative Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The Temescal Canyon Road Improvement Project is of primary benefit to the El Cerrito/Temescal Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by providing necessary road improvements;
 - 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;

(Continued)

Juan C. Perez
Director of Transportation

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 6,000,000	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 DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Project Area 1-1986, El Cerrito/Temescal 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 *Jennifer L. Sargent*
BY: Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: EDA, Transp., Auditor, RDA

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

(Comp. Item 4.1)

Prev. Agn. Ref.: 3.21, 3/16/10

District: 1

Agenda Number:

3.42

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/22/11
 SAMUEL WONG
 Fiscal Concurrence
 DATE: 6-16-11
 COUNTY COUNSEL
 BY: Anita C. Willis
 FORM APPROVED

Policy Policy
 Consent Consent
 Dept't 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 and identifies roads as a needed public improvement;
2. Approve and authorize the Chairman of the Board to execute the attached Cooperative Agreement by and between the Redevelopment Agency and the Riverside County Transportation Department (County) in the amount not-to-exceed \$6,000,000 for the Temescal Canyon Road Improvement Project in the unincorporated community of Temescal; and
3. Consent to the payment of funds by the Redevelopment Agency for the project.

BACKGROUND:

On March 16, 2010, the Board approved a consulting services agreement between the Redevelopment Agency and Trans-Pacific Consultants for the design of the Temescal Canyon Road Improvement Project. The scope of services was expanded on January 20, 2011 under the first amendment to include coordination with Lee Lake Water District regarding the reclaimed 12" water line, coordination with Elsinore Valley Water District for the 14" agriculture water line relocation, Air Quality Study, and preparation of an Environmental Assessment. County provided an oversight service for the plan, specification and estimate preparation phase.

The Agency has been working in cooperation with County to develop a plan to improve and widen Temescal Canyon Road to four lanes; relocate wet and dry utilities; significantly improve drainage and flood control facilities, and a signal modification and relocation at the intersection of Dawson Canyon Road and Temescal Canyon Road. This project will greatly improve vehicular safety, circulation, reduce congestion and improve air quality. This project will assist in eliminating blighting conditions by addressing and correcting dangerous flooding issues, road deterioration, and providing needed public infrastructure and circulation improvements.

The attached Cooperative Agreement between Agency and County provides up to \$6,000,000, for the cost of construction, and utility relocation; and if funds are available, for construction management and construction survey for the Temescal Canyon Road Improvement Project. Staff recommends that the Board make the aforementioned findings, and approve the attached Cooperative Agreement between the Agency and County for the project in the amount not-to-exceed \$6,000,000. County will contribute up to \$1,500,000 for the construction of the project and will determine its funding sources prior to awarding the project's construction contract in fall 2011.

1 **WHEREAS**, the PROJECT shall eliminate blight by improving an inadequate public street
2 which is subject to flooding and is in a deteriorated condition by providing needed drainage
3 infrastructure improvements and road rehabilitation on a public road that consistently experiences
4 frequent road and private property flooding and deteriorating pavement; and

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

8 **WHEREAS**, AGENCY and COUNTY have determined that there is a need for the PROJECT
9 from the southern end of Wildrose Business Park to Dawson Canyon in the unincorporated community
10 of Temescal and will enhance public safety; and

11 **WHEREAS**, the AGENCY agrees to reimburse COUNTY for construction costs associated
12 with the PROJECT, as demonstrated in Exhibit B.

13 **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and mutual promises
14 contained herein, the parties agree as follows:

15 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to set forth the
16 terms and conditions by which AGENCY will reimburse COUNTY for COUNTY'S actual costs
17 associated with the construction of the PROJECT as shown in Exhibit B.

18 **SECTION 2. Location of the Project.** The project site is located on Temescal Canyon Road,
19 in the unincorporated community of Temescal, from the southern end of Wildrose Business Park to
20 Dawson Canyon as set forth in Exhibit A.

21 **SECTION 3. Scope of Services.** The work to be performed by COUNTY shall include
22 administration of the PROJECT for the construction of four lanes, curb, gutter, and sidewalk
23 improvements; wet and dry utility relocations; flood control improvements and a signal modification
24 and relocation at the intersection of Dawson Canyon Road and Temescal Canyon Road in the
25 unincorporated community of Temescal, in accordance with the local AGENCY Public Contract Code

1 and the California Labor Code.

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

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

11 **SECTION 5. Payment.** AGENCY shall reimburse COUNTY for the actual cost of the
12 PROJECT in an amount not to exceed six million dollars (\$6,000,000), as set forth on the Exhibit B.
13 COUNTY, as construction manager of the PROJECT, shall invoice AGENCY for the work performed
14 and submit documentation to verify reimbursable expenditures by COUNTY. A written project status
15 report shall be included with each invoice. Said status report shall provide a description of the work
16 completed. Any necessary corrections to invoices or project status updates may result in a delay of
17 payment. All costs incurred for actual work completed by COUNTY must be billed to AGENCY
18 within 12 months from completion of services specified in this Agreement in order to receive payment.

19 **SECTION 6. Regulatory Agency Permits.** AGENCY agrees to obtain, secure or cause to be
20 secured any and all permits and/or clearances which is required by the County of Riverside or any other
21 federal, state or local governmental or regulatory agency relating to the PROJECT that is the subject of
22 this Agreement. COUNTY will implement all the terms and conditions.

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

3 **AGENCY:** Aurelio Aguirre, Economic Development Manager
4 Redevelopment Agency for the County of Riverside
5 3403 Tenth Street, Suite 500
6 Riverside, CA 92501
7 (951)955-0911 Phone
8 (951)955-4890 Fax

9 **COUNTY:** Neil Nilchian, Engineering Project Manager
10 Riverside County Transportation Department
11 4080 Lemon Street, 8th Floor, Riverside, CA 92502
12 (951)955-6740 Phone
13 (951)955-3198 Fax

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

19 **SECTION 9. Interpretation and Governing Law.** This Agreement and any dispute arising
20 hereunder shall be governed and interpreted in accordance with the laws of the State of California. This
21 agreement shall be construed as a whole according to its fair language and common meaning to achieve
22 the objectives and 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 interpreting this
24 Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

25 **SECTION 10. No Third-Party Beneficiaries.** This Agreement is made and entered into for
the sole protection and benefit of the parties hereto. No other person 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

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

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

13 **SECTION 13. Time Limit.** COUNTY shall complete the work that is the subject of this
14 Agreement within a period of twenty four (24) months after the date of execution of this Agreement. In
15 the event said twenty four (24) month period expires prior to the completion of the work, the terms of
16 this Agreement may be extended upon written consent of both parties. Nothing in this Section shall be
17 deemed a waiver of any or all claims or other actions by either party in regard to any breach of this
18 Agreement.

19 **SECTION 14. Compliance with Laws and Regulations.** By executing this Agreement,
20 AGENCY and COUNTY agree to comply with all applicable federal, state and local laws, regulations
21 and ordinances.

22 **SECTION 15. Assignment and Modification.** This Agreement shall not be assigned,
23 amended or modified without prior written approval of the AGENCY and COUNTY.

24 **SECTION 16. Waiver.** Failure by a party to insist upon the strict performance of any of the
25 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the

1 default of the other party, shall not constitute a waiver of such party's right to insist and demand strict
2 compliance by the other party with the terms of this Agreement thereafter.

3 **SECTION 17. Severability.** Each paragraph and provision of this Agreement is severable
4 from each provision, and if any provision or part thereof is declared invalid, the remaining provisions
5 shall remain in full force and effect.

6 **SECTION 18. Authority to Execute.** The persons executing this Agreement or exhibits
7 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have
8 the authority to execute this Agreement and warrant and represent that they have the authority to bind
9 the respective parties to this Agreement to the performance of its obligations hereunder.

10 **SECTION 19. Amendments and Modifications.** It is agreed that the rights, interests,
11 understandings, agreements and obligations of the respective parties pertaining to the subject matter of
12 this AGREEMENT may not be amended, modified or supplemented in any respect except by a
13 subsequent written instrument evidencing the express written consent of each of the parties hereto and
14 duly executed by the Parties.

15 **SECTION 20. Entire Agreement.** This Agreement is intended by the Parties hereto as a final
16 expression of their understanding with respect to the subject matter hereof and as a complete and
17 exclusive statement of the terms and conditions thereof and supersedes any and all prior and
18 contemporaneous agreements and understandings, oral or written, in connection therewith. Any
19 amounts to or clarification necessary to this Agreement shall be in writing and acknowledged by all
20 parties to the Agreement.

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IN WITNESS WHEREOF, AGENCY and COUNTY have caused their duly authorized representatives to execute this Agreement as of the date first written.

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

Bob Buster
Bob Buster, Chairman
Board of Directors

Bob Buster
Bob Buster, Chairman
Board of Supervisors

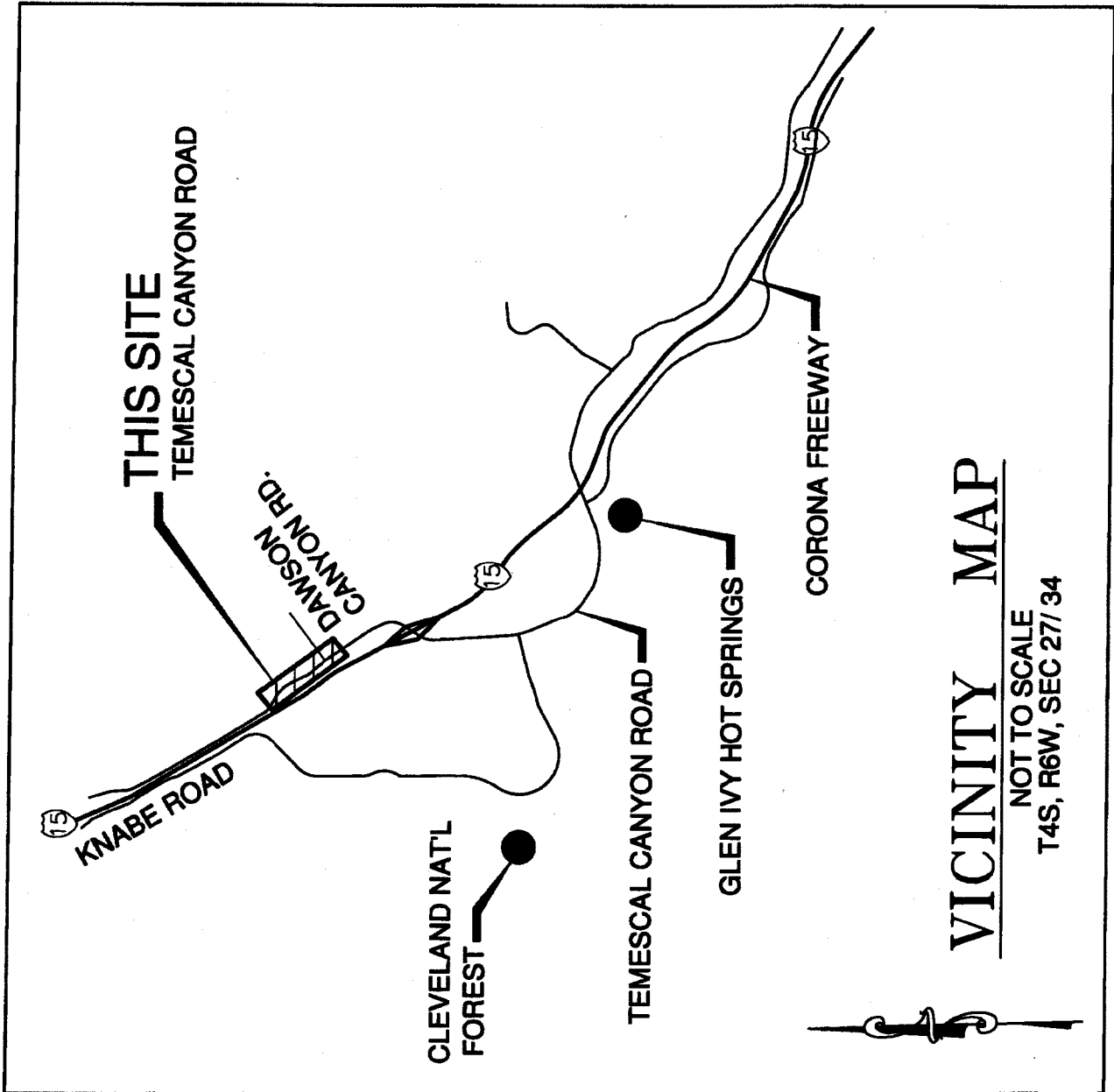
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

Kecia Harper-Ihem
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Marshal Victor* *6/21/11*
MARSHAL VICTOR DATE

APPROVED AS TO FORM:
Pamela J. Walls
Agency Counsel

Pamela J. Walls
Anita C. Willis, Deputy



VICINITY MAP

NOT TO SCALE
T4S, R6W, SEC 27/34

EXHIBIT B

**Temescal Canyon Road Improvement Project
Cooperative Agreement**

PROJECT COST ESTIMATE

	<u>TOTAL COST</u>	<u>AGENCY</u>	<u>COUNTY</u>
Construction Cost with 10% Contingencies	\$5,850,000	\$5,000,000	\$850,000*
Utilities	\$1,000,000	\$1,000,000	\$0
Construction Survey	\$150,000	\$0	\$150,000*
Construction Inspection	\$500,000	\$0	\$500,000*
TOTAL COST:	\$7,500,000	\$6,000,000	\$1,500,000*

* RCTD source of funds will be determined prior to awarding the project.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.32

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Economic Development Agency And Transportation & Land Management Agency/Transportation regarding Approval of the Findings for the Temescal Canyon Road Improvement Project; Approval of the Cooperative Agreement by and between the Redevelopment Agency and the Riverside County Transportation Department; and Consent to the Payment of Funds, 1st District is continued to Tuesday, July 26, 2011 at 9:00 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 12, 2011 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: July 12, 2011
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.
3.32

xc: EDA, Transp., Auditor, ~~AOB~~

07.26.2011
3.42



MEMORANDUM
EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

Bill Luna
County Executive Officer

Jay E. Orr
Assistant County Executive Officer

TO: Kecia Harper-Ihem, COB
FROM: Jay E. Orr, Assistant CEO
DATE: July 7, 2011
RE: **CONTINUANCE**

Please continue the item below to July 26, 2011:

✓ 4.1 Approval of the Findings for the Temescal Canyon Road Improvement Project; and Approval of a Cooperative Agreement with Riverside County Transportation Department, 1st District.

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