

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

847



**FROM:** Economic Development Agency and Transportation

**SUBMITTAL DATE:**  
August 31, 2011

**SUBJECT:** Romoland Beautification Project Phase II and III – Reimbursement Agreement

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

1. Approve the attached reimbursement agreement between the County of Riverside by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$717,416 in Transportation funds for the signalization project on Sherman Road; and
2. Authorize the Chairman of the Board to execute the attached reimbursement agreement in the amount of \$717,416.

**BACKGROUND:** (Commences on Page 2)

Juan C. Perez  
Director of Transportation

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 717,416	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 DIRECTORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Proposition 1B (79%), Western Signal DIF (21%)	<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

**County Executive Office Signature** BY:   
Jennifer L. Sargent

3)  
**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Buster, Tavaglione and Benoit

**Nays:** None

**Absent:** Stone

**Date:** September 13, 2011

**xc:** EDA, Transp., RDA, Auditor

Supervisor Ashley submitted a letter of potential conflict of interest  
(Comp. Item 4.6)

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agenda: **ATTACHMENTS FILED WITH THE CLERK OF THE BOARD** District: 5 Agenda Number: **3 52**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 DATE BY: Samuel Wong 8/23/11  
 Departmental: SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: MARSHAL VICTOR 8/11/11

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

**BACKGROUND:**

The SR-74 and Sherman Road traffic signals are being constructed as part of the Romoland Beautification Project Phase II of the Redevelopment Agency (RDA). This project is being constructed as follows:

- Phase I: Full construction of Trumble Road from SR-74 to Mapes Road (completed)
- Phase IB: SR-74/ I-215 Eastbound Interchange landscaping (completed)
- Phase II: SR-74 curb, gutter, sidewalk, street trees, vines, and bus turnouts from Trumble Road to Antelope Road, and traffic signals at Sherman Road, and Sherman Road railroad crossing.
- Phase III: SR-74 curb, gutter, sidewalk, street trees, vines, and bus turnouts from Antelope Road to Palomar Road and traffic signal at Antelope Road.

Phase II & III are being constructed concurrently and construction started in November 2010

Sherman Road is offset at SR-74. The proposed improvements will signalize the south leg of Sherman Road at SR-74, install a raised median on SR-74 to prevent left-turns in and of the north leg of Sherman Road, improve drainage along SR-74, widen Sherman Road railroad grade crossing to 112 feet to provide additional travel lanes, and a raised median on Sherman Road to improve traffic capacity and safety. Burlington Northern and Santa Fe Railway will install new crossing gates and warning lights on Sherman Road. The railroad grade crossing gates and warning lights will be synchronized with the new traffic signal at SR-74 and Sherman Road allowing motorists to clear the railroad tracks safely and efficiently when trains approach the crossing.

The funding for the entire project was paid for using redevelopment bond funds. The traffic signal portion of the subject of this agreement will be reimbursed using Proposition 1B and Western Development Impact Fee funds.

This project is currently within the City of Menifee but was initiated many years ago while it was under County jurisdiction. It was a very complex project to deliver due to major street improvement requirements on the State highway and the railroad impacts. It is appropriate for the County to deliver on our commitment to complete funding of this project.

Staff recommends the board approve the attached agreement.

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



**3.52**

(1)

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from Economic Development Agency And Transportation & Land Management Agency/Transportation regarding Approval of the Reimbursement Agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside for the Romoland Beautification Project Phase II and III, 5<sup>th</sup> District is approved as recommended.

Roll Call:

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone

(2)

On Motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 13, 2011 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: September 13, 2011  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.  
**3.52**

xc: EDA, CIP, RDA

1                                   **REIMBURSEMENT AGREEMENT**  
2                                   **BY AND BETWEEN THE**  
3                                   **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
4                                   **AND THE COUNTY OF RIVERSIDE**  
5                                   **FOR THE MEDIAN AND SIGNALIZATION PROJECT**  
6                                   **AT THE INTERSECTION OF HIGHWAY 74 AND SHERMAN ROAD**

7  
8  
9           **THIS REIMBURSEMENT AGREEMENT** is entered into on this \_\_\_\_ day of  
10 \_\_\_\_\_, 2011, by and between the Redevelopment Agency for the County of  
11 Riverside, a public body corporate and politic in the State of California, hereinafter  
12 AGENCY, and the County of Riverside, by and through its Transportation Department,  
13 hereinafter "COUNTY", for the construction of the traffic signal at the intersection of  
14 State Highway 74 and Sherman Road in the City of Menifee.

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

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

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

27           **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the  
28 AGENCY and COUNTY to cooperate and assist each other in certain redevelopment

1 activities that are the subject of this REIMBURSEMENT AGREEMENT; and

2       **WHEREAS**, AGENCY and COUNTY have determined that there is a great need  
3 for the traffic signal at the intersection of State Highway 74 and Sherman Road to  
4 improve public safety within the Project Area; and

5       **WHEREAS**, COUNTY agrees to reimburse the AGENCY for the actual costs  
6 associated with the construction of the traffic signal at the intersection of Highway 74  
7 and Sherman Road, signing and striping using various County transportation funds.

8       **NOW, THEREFORE**, based on the covenants, conditions, provisions, and mutual  
9 promises contained herein, the parties hereto do hereby agree as follows:

10       **SECTION 1. Purpose of the Reimbursement Agreement.** The purpose of  
11 this Reimbursement Agreement is to set forth the terms and conditions by which County  
12 will provide funding to Agency for the construction of the traffic signal, street, storm  
13 drain, and signing and striping improvements at the intersection of State Highway 74  
14 and Sherman Road, hereinafter referred to as the "SIGNALIZATION PROJECT", within  
15 Phase II of the Agency's State Highway 74 Beautification Project located on State  
16 Highway 74 between Trumble Road and Antelope Road, hereinafter referred to as the  
17 "BEAUTIFICATION PROJECT".

18       **SECTION 2. Location of the Projects.** The BEAUTIFICATION PROJECT is  
19 located on State Highway 74 between Trumble Road and Antelope Road, and the  
20 SIGNALIZATION PROJECT is located at the intersection of Highway 74 and Sherman  
21 Road in the City of Menifee as shown on the attached Exhibit "A," which is attached  
22 hereto and incorporated herein by this reference.

23       **SECTION 3. Scope of Work.** The work to be performed by AGENCY,  
24 includes the construction of the traffic signal, street, storm drain, signing and striping  
25 and other improvements at the intersection of Highway 74 and Sherman Road, as  
26 shown on Exhibit "B", hereinafter made part of this REIMBURSEMENT AGREEMENT.

27       **SECTION 4. Construction of the SIGNALIZATION PROJECT.** The  
28 contractor(s) for the SIGNALIZATION PROJECT are to be selected by AGENCY.

1 AGENCY shall cause the construction of the SIGNALIZATION PROJECT to be carried  
2 out in compliance with all applicable laws, including, but not limited to, all applicable  
3 federal and state occupational, safety and health standards; nondiscrimination  
4 requirements; accessibility for the disabled; and prevailing wage laws.

5 **SECTION 5. Disbursement of Funds.** COUNTY shall reimburse AGENCY  
6 for the actual cost as outlined in Exhibit "B", which is attached hereto and made a part  
7 hereof by this reference. Said costs for improvements and services shall not exceed  
8 Seven hundred seventeen thousand and four hundred sixteen (\$717,416) dollars which  
9 shall constitute the full and complete financial obligation of the COUNTY. Said amount  
10 shall be the maximum amount paid to AGENCY for the SIGNALIZATION PROJECT  
11 and shall include, but is not limited to, all of Agency's charges for construction of the  
12 SIGNALIZATION PROJECT.

13 AGENCY shall bill COUNTY in monthly installments for the work performed  
14 during the prior month(s) using a Riverside County journal voucher. A written project  
15 status report shall be included with each journal voucher. Said status report shall  
16 provide a description of the work completed (that work which COUNTY is being billed  
17 for) and the work yet to be performed. Status report shall also demonstrate the  
18 percentage of the project which is completed. Any necessary corrections to journal  
19 voucher or project status report may result in a delay of payment. The final billing  
20 journal voucher shall be received by COUNTY within twelve (12) months of completion  
21 of the construction of the SIGNALIZATION PROJECT. After said twelve (12) month  
22 period, COUNTY will reprogram any remaining funds.

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

28 **SECTION 7. Principal Contact Persons.** The following individuals are hereby

1 designated to be the principal contact persons for their respective parties:

2       **AGENCY:**   Andy Frost, Regional Manager  
3                    Redevelopment Agency for the County of Riverside  
4                    3403 10<sup>th</sup> Street, Suite 500, Riverside, CA 92501  
5                    (951) 955-6619

6  
7       **COUNTY:**   Dowling Tsai, Engineering Project Manager  
8                    Riverside County Transportation Department  
9                    3525 14<sup>th</sup> Street, Riverside, CA 92501  
10                  (951) 955-8562

11  
12       **SECTION 8. Conflict of Interest.**   No member, official or employee of  
13 AGENCY or COUNTY shall have any personal interest, direct or indirect, in this  
14 REIMBURSEMENT AGREEMENT nor shall any such member, official or employee  
15 participate in any decision relating to this REIMBURSEMENT AGREEMENT which  
16 affects his or her personal interests or the interests of any corporation, partnership or  
17 association in which he or she is directly or indirectly interested.

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

27       **SECTION 10. No Third Party Beneficiaries.**   This REIMBURSEMENT  
28 AGREEMENT is made and entered into for the sole protection and benefit of the parties

1 hereto. No other person or entity shall have any right of action based upon the  
2 provisions of this REIMBURSEMENT AGREEMENT.

3 **SECTION 11. Indemnification.** (i) COUNTY shall indemnify and hold  
4 AGENCY, its officers, agents and employees free and harmless from liability to any  
5 person or entity not a party to this REIMBURSEMENT AGREEMENT from any damage,  
6 loss or injury to person and/or property which primarily relates to or arises from the  
7 negligence or willful misconduct of COUNTY, its officers, agents, or employees in the  
8 execution or implementation of this REIMBURSEMENT AGREEMENT; (ii) AGENCY  
9 shall indemnify and hold COUNTY, its officers, agents, or employees free and harmless  
10 from any person or entity not a party to this REIMBURSEMENT AGREEMENT from any  
11 damage, loss or injury to person and/or property which primarily relates to or arises from  
12 the negligence or willful misconduct of AGENCY, its officers, agents, or employees in  
13 the execution or implementation of this REIMBURSEMENT AGREEMENT.

14 **SECTION 12. Insurance.** AGENCY shall cause AGENCY's contractor to  
15 maintain in force, until completion and acceptance of the SIGNALIZATION PROJECT, a  
16 policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and  
17 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
18 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.  
19 Endorsements to each policy shall be required which name the COUNTY, its officers,  
20 directors, officials, agents and employees as additionally insured. AGENCY shall also  
21 require AGENCY's contractors to maintain Worker's Compensation Insurance.  
22 AGENCY shall provide Certificates of Insurance and Additional Insured Endorsements  
23 which meet the requirements of this section to RCTD prior to start of construction

24 **SECTION 13. Section Headings.** The Section headings herein are for the  
25 convenience of the parties only and shall not be deemed to govern, limit, modify or in  
26 any manner affect the scope, meaning or intent of the provisions or language of this  
27 REIMBURSEMENT AGREEMENT.

28 **SECTION 14. Time Limit.** AGENCY shall complete the work that is the subject



1 of this REIMBURSEMENT AGREEMENT within a period of twenty-four (24) months  
2 after the date of execution of this REIMBURSEMENT AGREEMENT. In the event said  
3 twenty-four (24) period expires prior to the completion of the work, the terms of this  
4 REIMBURSEMENT AGREEMENT may be extended upon written consent of both  
5 parties. Nothing in this Section shall be deemed a waiver of any or all claims or other  
6 actions by either party in regard to any breach of this REIMBURSEMENT  
7 AGREEMENT.

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

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

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

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

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

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

**COUNTY OF RIVERSIDE**

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

*Bob Buster*  
Bob Buster, Chairman  
Board of Supervisors

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

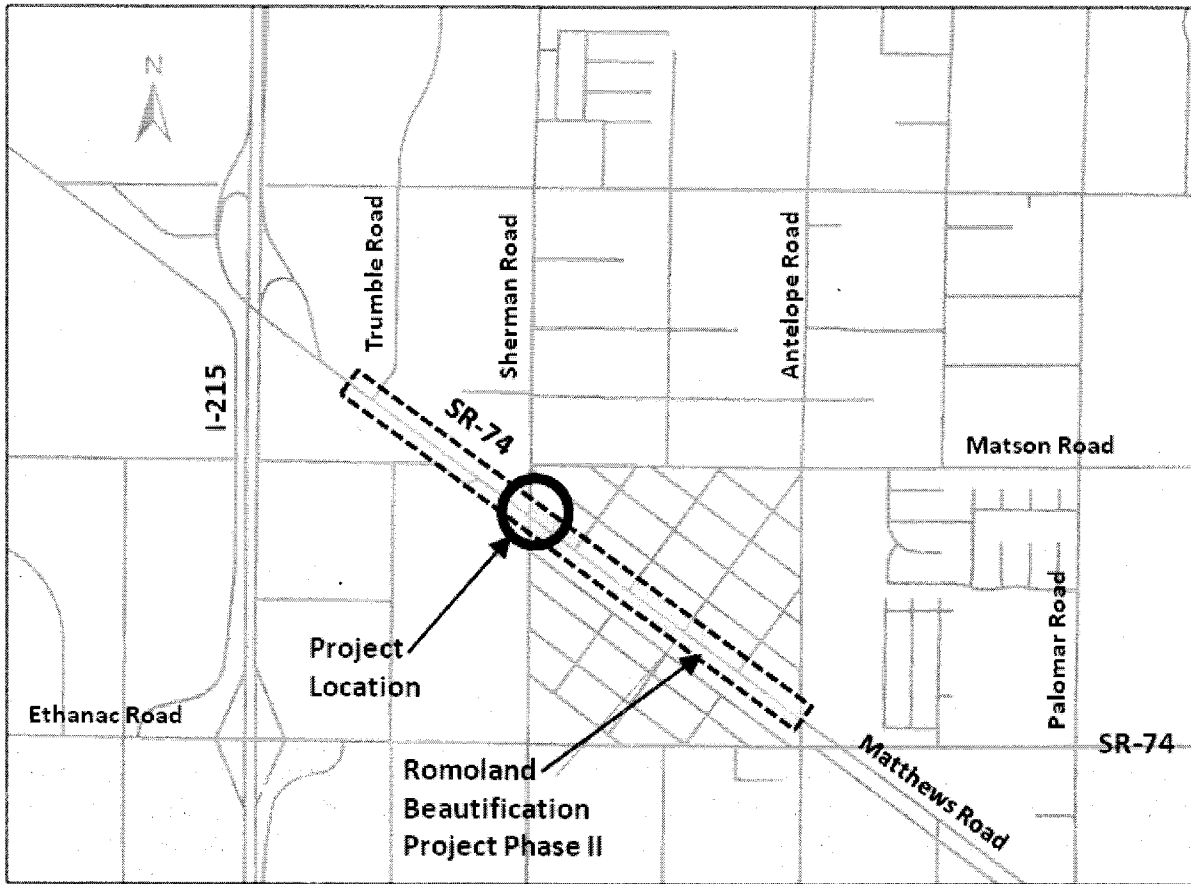
FORM APPROVED COUNTY COUNSEL  
BY: *Victor* 8/1/11  
MARSHAL VICTOR DATE

14  
15 BY: *Kaunzinger*  
16 Deputy

17  
18  
19 **APPROVED AS TO FORM:**  
20 Pamela J. Walls, County Counsel

21  
22  
23 BY: *Willis* 7-27-11  
24 Arita C. Willis, Deputy  
25  
26  
27  
28

EXHIBIT "A"



**Vicinity Map**

Not to scale

**EXHIBIT "B"**

BID ITEM	DESCRIPTION	PROJECT COST	COUNTY SHARE
1	Dust Abatement	\$8,000.00	\$4,000.00
2	Water Pollution Control	\$3,500.00	\$1,750.00
3	Traffic Control System	\$60,000.00	\$30,000.00
4	Mobilization	\$80,396.01	\$40,198.01
5	Encroachment Permit	\$60,000.00	\$30,000.00
6	State Furnish Equipment	\$10,000.00	\$10,000.00
7	Clearing and Grubbing	\$20,000.00	\$10,000.00
8	Roadway Excavation	\$90,300.00	\$38,700.00
9	Import Borrow	\$4,800.00	\$2,400.00
10	Class 2 Aggregate Base	\$46,970.00	\$32,025.00
11	Hot Mix Asphalt (Type A)	\$196,288.00	\$84,480.00
12	Grind A.C. Pavement (0.20' min.)	\$17,360.00	\$2,480.00
13	Minor Concrete (Curb & Gutter) -Type A2-6	\$58,884.00	\$19,440.00
14	Minor Concrete (Cross Gutter and Spandrel)	\$58,640.00	\$33,600.00
15	Minor Concrete (Curb Ramp) - Case C	\$13,000.00	\$10,400.00
16	Minor Concrete (Driveway)	\$41,220.00	\$6,000.00
17	Minor Concrete (4" Thick Sidewalk)	\$127,200.00	\$48,400.00
18	Remove Existing Chain Link Fence and Install New Fence	\$16,425.00	\$6,000.00
19	Remove and Reinstall Existing Wrought Iron Fence as Shown on the	\$6,624.00	\$0.00
20	Relocate Existing Mailbox	\$2,590.00	\$0.00
21	Minor Concrete (8" Thick Conc. Pavement)	\$13,503.00	\$13,503.00
22	Minor Concrete (Bus Turnout)	\$15,210.00	\$0.00
23	Minor Concrete (Curb and Gutter) - Type B1-6	\$13,605.00	\$13,605.00
24	Median Hardscape (River rock or Equal as Approved by Engineer)	\$29,070.00	\$29,070.00
25	Minor Concrete (Curb and Gutter) Type A8)	\$5,256.00	\$5,256.00
26	Minor Concrete (Curb) -Type D	\$3,330.00	\$3,330.00
27	Minor Concrete (Curb Ramp) - Case A	\$15,600.00	\$5,200.00
28	Minor Concrete (Driveway)	\$10,800.00	\$0.00
29	Adjust Traffic Control Box to Grade by Contractor	\$1,000.00	\$0.00
30	Minor Concrete (Curb Ramp) - Case C, Modified	\$2,600.00	\$0.00
31	Remove Existing and Reconstruct Under Sidewalk Drain	\$7,900.00	\$0.00
32	Existing Landscape Electrical Light to be Relocated Outside Public R/W	\$7,500.00	\$0.00
33	Install Concrete Collar	\$6,600.00	\$1,100.00
34	Install 11" x 22" Elliptical Galvanized CMP (10 Gauge)	\$1,456.00	\$0.00
35	Construct Catch Basin No. 2	\$12,600.00	\$4,200.00
36	Install 18" RCP	\$4,255.00	\$1,265.00
37	Minor Concrete (Construct Gutter Depression)	\$2,400.00	\$800.00
38	Install 24" RCP -Class IV Backfill W/ 2 Sack Concrete Slurry	\$28,600.00	\$28,600.00
39	Construct Double "L" Headwall P	\$7,200.00	\$7,200.00
40	Existing Post/Marker to be Removed by Contractor	\$125.00	\$50.00
41	Existing Trees to be Removed by Contractor	\$2,800.00	\$1,400.00
42	Remove and Relocate Existing Guard Post Outside Public R/W by	\$14,280.00	\$14,280.00
43	Existing Bus Stop Bench to be Relocated per RTA Design Guidelines by	\$600.00	\$0.00
44	Install Type -E Loop and Splice to DLC	\$2,040.00	\$0.00
45	Install 2" Conduit, Pull Box, and DLC	\$1,600.00	\$0.00
46	Remove Existing 24" Pipes	\$6,930.00	\$6,930.00
47	Roadside Side -One Post	\$3,600.00	\$3,375.00
48	Salvage Roadside Sign	\$72.00	\$72.00
49	Relocate Roadside Sign -One Post	\$2,346.00	\$1,020.00
50	Relocate Roadside Sign -Two Posts	\$175.00	\$175.00
51	Thermoplastic Pavement Marking	\$23,923.48	\$6,513.64
52	Pavement Marker (Reflective)	\$3,589.85	\$597.80
53	Signal and Lighting (SR 74 and Sherman Road)	\$160,000.00	\$160,000.00
<b>TOTAL</b>		<b>\$1,332,763.34</b>	<b>\$717,415.45</b>