

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



434 C

FROM: Economic Development Agency

SUBMITTAL DATE:
January 20, 2011

SUBJECT: Temescal Valley Regional Sports Park – Findings and Consent to Payment

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The Temescal Valley Sports Park Project is of benefit to the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area by assisting in the elimination of physical and economic blighting conditions in the vicinity of the El Cerrito/Temescal Canyon Sub-Area by providing a new sports park facility;
 - b) No other reasonable means of financing the project are available to the community due to the fact that the current economic crises has substantially reduced the community's revenues to fund the project;
 - 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 park and recreational facilities;

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 1/27/11

FORM APPROVED COUNTY COUNSEL
ANITA C. WILLIS 1-27-11
DATE: 1-27-11
Departmental Concurrence

Reviewed by
CPA
Christopher Hane
(Signed)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 11,430,527	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: 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area Funds

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Jennifer L. Sargent
Jennifer L. Sargent

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☐ Consent

Prev. Agn. Ref.: 3.21, 12/18/11; 3.22, 9/14/10; 9.6, 1/9/10

District: 1

Agenda Number:

3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

2. Adopt Resolution No. 2011-023 consenting to the expenditure of Redevelopment funds for the project;
3. Consent to the expenditure of Redevelopment funds for the project; and
4. Approve and authorize the Chairman of the Board to execute the attached agreement between the Redevelopment Agency for the County of Riverside and the County on behalf of County Service Area 152B, providing \$532,394 in redevelopment funds for the design of the Temescal Canyon Road Improvement Project, a separate but related project.

BACKGROUND: On December 18, 2007, item 3.21, the County of Riverside on behalf of County Service Area 152 B (CSA 152B) entered into an agreement with David Evan's and Associates to provide landscape, architectural, and engineering design services for the Temescal Valley Regional Sports Park Project. The Redevelopment Agency for the County of Riverside is proposing to reimburse CSA 152 B for the landscape, architectural, and engineering design development services.

Health and Safety Code Section 33445 provides that the Redevelopment Agency may pay for the design development of publicly owned facilities, either within or outside the Project Area, if a finding is made that such improvements would be of benefit to the Project Area and that no other reasonable means of financing such construction is available to the community. The location of the sports park is one and half miles from the southern boundary of the El Cerrito/Temescal Canyon Sub-Area.

The development of the sports park facility will assist in eliminating physical and economic blighting conditions within the El Cerrito/Temescal Canyon Sub-Area. The sports park will accommodate the existing and future recreational needs of the El Cerrito/Temescal Canyon Sub-Area and surrounding community.

The attached agreement between the Redevelopment Agency and County of Riverside on behalf of CSA 152 B is proposing to reimburse CSA 152 B a total of \$532,394 in 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area for landscape, architectural, engineering design services, and environmental services that included the Multi Species Habitat Conservation Plan fees for the Temescal Valley Regional Sports Park Project. County Council has approved the agreement as to form.

On September 14, 2010, the Board approved the plans and specifications for the Temescal Valley Regional Sports Park and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on January 13 and 20, 2011, and was advertised on the Riverside County Economic Development Agency website. A mandatory job walk is scheduled to be held on January 27, 2010 at 9:00am. All bids are due at the Clerk of the Board by 10:00am on February 10, 2011. The construction agreement will be awarded to the lowest responsive and responsible bidder following review and approval of the bid submittals and contract by County Counsel. Staff has programmed a total project budget in the amount of \$10,898,133.

(Continued)

BACKGROUND: (Continued)

Agency staff recommends that the Board make the aforementioned findings, adopt Resolution No. 2011-023, authorize the Chairman of the Board to execute the attached agreement between the Redevelopment Agency for the County of Riverside and County Service Area 152B, and consent to the expenditure of redevelopment funds for the project.

Attached: Reimbursement Agreement
 Resolution No. 2011-023

**RESOLUTION NO. 2011-023
CONSENT TO REDEVELOPMENT AGENCY PROVIDING FUNDS FOR THE
DESIGN OF TEMESCAL VALLEY REGIONAL SPORTS PARK PROJECT**

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

WHEREAS, the Riverside County Board of Supervisors adopted by Ordinance No. 800, on December 14, 1999, a redevelopment plan for the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 (hereinafter the "PROJECT AREA");

WHEREAS, the 1-1986 Redevelopment Plan (hereinafter "1-1986 PLAN") was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the PROJECT AREA;

WHEREAS, pursuant to Section 33445.1(a) of the Health and Safety Code, the Agency may, with the consent of the legislative body, pay all or a part of the value of the land for and the cost of the installation and design of any building, facility, structure, or other improvement that is publicly owned and is located outside and not contiguous to the project area, but within the community upon certain findings;

WHEREAS, the Property is located one and half miles outside the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area (hereinafter the "PROJECT AREA"); and

WHEREAS, the Board of Supervisors has duly considered all conditions of the proposed cost for the design and construction of the Project and believes that the payment by the Agency of all or part of the cost of the Project's design and construction is in the best interest of the County and the health, safety, and welfare of its residents.

1 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
2 Supervisors for the County of Riverside, State of California, in regular session on
3 _____, as follows:

- 4 1. That the above recitals are true, correct, and incorporated herein by
5 reference.
- 6 2. That the design and construction of the Project is of primary benefit to the
7 Redevelopment Project Area because the facility will improve the level of
8 recreational services within the project area.
- 9 3. That the reimbursement of the design cost and payment for the construction
10 of the Project, including landscape, architectural, design, and engineering
11 costs, as well as related environmental fees, benefits the Redevelopment
12 Project Area by helping to eliminate blight within the Redevelopment Project
13 Area by providing a new recreational facility.
- 14 4. That no other reasonable means of financing the design and construction of
15 the Project is available to the community, including, but not limited to,
16 general obligation bonds, revenue bonds, special assessment bonds, or
17 bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982
18 because the current economic crisis has substantially reduced the
19 community's revenues and priority of commitments of other public funding
20 sources.
- 21 5. That the payment for construction and reimbursement of design costs for the
22 Project is consistent with the implementation plan adopted pursuant to
23 Section 33490 because it will eliminate physical and economic blight and
24 construct a new sports park facility that will benefit the project area.
- 25 6. That the payment for construction and reimbursement of the design costs for
26 the Project is provided for in the redevelopment plan, which calls for
27 buildings, facilities, structures, or other improvements that benefit the project
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1 area and no other reasonable means of financing is available to the
2 community.

- 3 7. That it consents to the Redevelopment Agency for the County of Riverside
4 providing payment for construction and reimbursement of design cost for the
5 Project.

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26 FORM APPROVED COUNTY COUNSEL

27 BY: Anita C. Willis 1-26-11
DATE

28 S:\RDACOM\FORMS 11\IN PROCESS\ATTACHMENTS\TVSP Resolution No. 2011-023.docx

1 **WHEREAS**, Section 33220 of the Community Redevelopment Law permits
2 Agency and COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B to cooperate and
3 assist each other in certain redevelopment activities that are the subject of this
4 Agreement; and

5 WHEREAS, Agency and Design have determined that there is a need for
6 "PROJECT," which will accommodate existing and future recreational needs of the El
7 Cerrito/Temescal Canyon Project Area; and

8 WHEREAS, the Agency agrees to reimburse Design for the landscape
9 architectural, design and engineering costs associated with the PROJECT using
10 redevelopment funds.

11 NOW, THEREFORE, based upon the covenants, conditions, provisions, and
12 mutual promises contained herein, the parties hereto do hereby agree as follows:

13 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
14 reimburse the landscape architectural, design and engineering costs and
15 environmental fees associated with the PROJECT, in order to accommodate the
16 existing and future recreational needs of the El Cerrito/Temescal Canyon Project Area
17 by providing a 25-acre Regional Sports Park;

18 **SECTION 2. Location of the Project.** The project site is located in the
19 unincorporated community of El Temescal in the El Cerrito/Temescal Project Area in
20 Riverside County;

21 **SECTION 3. Scope of Services.** The work to be performed by the County of
22 Riverside on behalf of CSA 152B shall include full and complete landscape
23 architectural and engineering design services include approved plans and
24 specifications, and payment of the environmental Multi-Species Habitat Conservation
25 Plan (MSHCP) environmental fees and administration of design phase of PROJECT in
26 accordance with the local Agency Public Contract Code and the California Labor Code.

27 **SECTION 4. Disbursement of Funds.** Agency shall reimburse County of
28 Riverside CSA 152B for the actual cost of the PROJECT in the amount not-to-exceed

1 Five Hundred Thirty-Two Thousand, Three Hundred Ninety-Four dollars (\$532,394).
2 Design cost will reimbursed upon Agency's receipt of journal vouchers issued by
3 County of Riverside CSA 152B for the services specified in this Agreement. A written
4 project status report shall be included with each journal voucher. Said status report
5 shall provide a description of the work completed. Any necessary corrections to journal
6 voucher or project status may result in a delay of payment. All costs incurred for actual
7 work completed by Design must be billed to Agency within 12 months from completion
8 of services specified in this Agreement in order to receive payment. Any journal
9 voucher received after this time will be returned to Design without payment and Agency
10 will reprogram any remaining funds.

11 **SECTION 5. County of Riverside Other Governmental Agency Permits.**

12 Design agrees to obtain, secure, or cause to be secured any and all permits and/or
13 clearances, which may be required by the County of Riverside or any other federal,
14 state or local governmental or regulatory agency relating to the PROJECT that is the
15 subject of this Agreement.

16 **SECTION 6. Contact Persons.** The following individuals are hereby
17 designated to be the contact persons for their respective Parties:

18 **Agency:**

19 Aurelio Aguirre, Economic Development Manager
20 Redevelopment Agency for the County of Riverside
21 3403 Tenth Street, Suite 500
22 Riverside, California 92501
(951)955-0911 Phone
(951)955-4890 Fax

23 **COUNTY OF RIVERSIDE on behalf of CSA 152B:**

24 C. Scott Staley, Engineering Project Manager
25 Riverside County Transportation Department
26 3525 14th Street, Transportation Annex, Riverside, California 92502
(951)955-6300 Phone
(951)955-3164 Fax

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1 **SECTION 8. Conflict of Interest.** No member, official or employee of Agency
2 or COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B shall have any personal
3 interest, direct or indirect, in this Agreement nor shall any such member, official or
4 employee participate in any decision relating to this Agreement, which affects his or her
5 personal interest or the interests or any corporation, partnership or association in which
6 he or she is directly or indirectly interested.

7 **SECTION 9. Interpretation and Governing Law.** This Agreement and any
8 dispute arising hereunder shall be governed and interpreted in accordance with the
9 laws of the State of California. This agreement shall be construed as a whole
10 according to its fair language and common meaning to achieve the objectives and
11 purposes of the parties hereto, and the rule of construction to the effect that
12 ambiguities are to be resolved against the drafting party shall not be employed in
13 interpreting this Agreement, all parties having been represented by counsel in the
14 negotiation and preparation hereof.

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

18 **SECTION 11. Indemnification.** Except as to any legal challenge or claim
19 brought by any person or entity questioning the use of redevelopment funds for the
20 purposes set forth herein that is the subject of this Agreement: (i) COUNTY OF
21 RIVERSIDE ON BEHALF OF CSA 152B shall indemnify and hold Agency, its officers,
22 agents and employees free and harmless from liability to any person or entity not a
23 party to this Agreement from any damage, loss or injury to person and/or property,
24 which primarily relates to or arises from the negligence or willful misconduct of the
25 COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B, its officers, agents, or
26 employees in the execution or implementation of this Agreement; (ii) Agency shall
27 indemnify and hold COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B, its officers,
28 agents, or employees free and harmless from any person or entity not a party to this

1 Agreement from any damage, loss, or injury to person and/or property, which primarily
2 relates to or arises from the negligence or willful misconduct of Agency, its officers,
3 agents, or employees in the execution or implementation of this Agreement.

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

8 **SECTION 13. Time Limit.** COUNTY OF RIVERSIDE ON BEHALF OF CSA
9 152B shall complete the work that is the subject of this Agreement within a period of 12
10 months after the date of execution of this Agreement. In the event the 12 month period
11 expires prior to the completion of the work, the terms of this Agreement may be
12 extended upon written consent of both parties. Nothing in this Section shall be
13 deemed waiver of any or all claims or other actions by either party in regard to any
14 breach of this Agreement.

15 **SECTION 14. Compliance with Laws and Regulations.** By executing this
16 Agreement, Agency and COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B agree
17 to comply with all applicable federal, state and local laws, regulations and ordinances.

18 **SECTION 15. Assignment and Modification.** This Agreement shall not be
19 assigned, amended or modified without prior written approval of the Agency and
20 COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B.

21 **SECTION 16. Waiver.** Failure by a party to insist upon the strict performance
22 of any of the provisions of this Agreement by the other party, or the failure by a party to
23 exercise its rights upon the default of the other party, shall not constitute a waiver of
24 such party's right to insist and demand strict compliance by the other party with the
25 terms of this Agreement thereafter.

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

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

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

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1 **IN WITNESS WHEREOF**, Agency and COUNTY OF RIVERSIDE ON BEHALF
2 OF CSA 152B have executive this agreement as of the date first above written.

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

6
7 **COUNTY OF RIVERSIDE**

8 _____
9 Bob Buster, Chairman
10 Board of Directors

11 _____
12 Bob Buster, Chairman
13 Board of Supervisors

14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 _____
21 Deputy

22 _____
23 Deputy

24 **APPROVED AS TO FORM:**
25 Pamela J. Walls
26 Agency Counsel

27 **APPROVED AS TO FORM:**
28 Pamela J. Walls
County Counsel

29 _____
30 Deputy

31 _____
32 Deputy