

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

508
C



FROM: Economic Development Agency

SUBMITTAL DATE:
September 15, 2009

SUBJECT: Jerry Rummonds Memorial Community and Senior Center Renovation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings in accordance with Section 33445 of the Health and Safety Code:
 - a) The project is of primary benefit to the Thermal Sub-Area of the Desert Communities Project Area (DCPA);
 - b) No other reasonable means of financing the project are available to the community, as the Thermal community is low-income without private interest or funding for the improvements;
 - c) The project will assist in the elimination of physical and economic blight by providing enhanced accessibility and energy efficiency to an existing public use facility;
 - d) The improvements are consistent with the Redevelopment Implementation Plan for the DCPA; and
2. Consent to the payments by the Redevelopment Agency for the County of Riverside for the Jerry Rummonds Memorial Community and Senior Center Renovation Project.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 230,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

Reviewed by
 CIP TEAM
Christopher Hans
 Christopher Hans
 Departmental Concurrence
 9/15/09
 DATE
 MICHELLE CLACK
 FORM APPROVED COUNTY COUNSEL

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

SEP 15 2009 10:01

Prev. Agn. Ref.: 7/22/09 Item 3.1

District: 4th

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26
EDA-01a-F11
Form 11 (Rev. 02/08)

BACKGROUND:

This project was considered and approved by the Board on July 21, 2009. A ratification of the documents is requested in order to correct procedural inconsistencies. The project remains unchanged from its original approval.

The proposed renovation of the Jerry Rummonds Memorial Community and Senior Center has been identified as a priority community need in the lower Coachella Valley. The facility has been in use for more than 30 years and is in need of upgrade and repairs that will improve accessibility and increase energy efficiency. The facility provides for many community and public uses which include: cooling center location, senior center and related support services, meeting location for the Thermal Community Council, polling place.

The Coachella Valley Unified School District will provide complete oversight for the renovation and will submit for reimbursement upon task completion. The reimbursement cost for these improvements will be paid entirely from Redevelopment Agency (DCPA) funds.

Section 33445 of the Health and Safety Code provides that a Redevelopment Agency may assist in the design or development of improvements that are of benefit to the project area or in the immediate neighborhood in which the project is located.

1 **WHEREAS**, pursuant to Section 33445 of the California Health and
2 Safety Code, upon specific findings, a redevelopment agency may, with the
3 consent of the legislative body, pay all or a part of the value of the land for and
4 the cost of the installation and construction of any building, facility, structure or
other improvement that is publicly owned either within or without the project
area;

5 **WHEREAS**, pursuant to Section 33020 (a) of the California Health and
6 Safety Code "redevelopment" means to conduct planning, development, and re-
7 planning of all or part of a survey area as may be appropriate and necessary in
8 the interest of general welfare, including recreational and other facilities
9 incidental or appurtenant to them;

10 **WHEREAS**, CVUSD has requested AGENCY assistance to renovate the
11 Jerry Rummonds Memorial Community & Senior Center in Thermal, hereinafter
12 Project;

13 **WHEREAS**, the Project will benefit the PROJECT AREA and Community
14 by providing a more accessible, energy efficient and modern facility that is used
15 as a cooling center, meeting room, senior center by the residents within the
16 PROJECT AREA and meets a primary objective of the PLAN;

17 **WHEREAS**, the Project is consistent with the PLAN and the current
18 Riverside County Redevelopment Implementation Plan; and

19 **WHEREAS**, the AGENCY agrees to reimburse CVUSD for the AGENCY
20 approved cost of playground improvements;

21 **NOW, THEREFORE**, in consideration of the mutual covenants contained
22 herein, the parties hereto agree as follows:

23 **Section 1. Work.** The facility improvements to be installed by CVUSD
24 are described in detail in Exhibit A, Scope of Work, which is attached hereto
25 and made a part hereof by this reference. Reimbursement for the
26 improvements described in Exhibit A shall not exceed Two hundred and thirty
27 thousand dollars (\$230,000), which shall constitute the full and complete
28 financial obligation of the AGENCY to CVUSD under this Agreement. CVUSD
shall coordinate any and all environmental assessments, architectural,
planning, inspection and administrative oversight needed to accomplish the
work detailed in Exhibit A and all funds provided to CVUSD by the AGENCY are
to be used solely for that purpose.

Section 2. Payment. Upon completion of Scope of Work for each task
outlined in Exhibit A, CVUSD will provide a written invoice to the AGENCY for
payment along with documentation to verify reimbursable expenditures by
CVUSD for that portion of the project. AGENCY shall pay CVUSD within thirty

1 (30) days of receipt of invoice. In addition, CVUSD will ensure that the
2 contractor(s) to whom the contract is awarded and any sub-contractor(s) under
3 him shall pay not less than the specified prevailing wage rate of wages as
4 determined by the general prevailing wage determination made by the State of
5 California's Director of Industrial Relations, to all workmen employed in the
6 execution of the improvements under this Agreement. CVUSD further agrees to
7 ensure that each contractor(s) and any subcontractor(s) shall keep an accurate
8 record showing the name, occupation and actual per diem wages paid to each
9 workman employed by him in connection with the work performed under this
10 Agreement. The records shall be kept open at all reasonable hours to the
11 Agency for inspection for a period of no less than seven years from completion
12 of the project.

13 **Section 3. Time of Performance.** The term of this Agreement,
14 hereinafter the Term, shall commence on the date this Agreement is executed
15 by both parties and shall end twelve months later.

16 **Section 4. Ownership of Materials.** The AGENCY and CVUSD agree
17 that CVUSD shall own all rights, title, and interest in and to all work and
18 improvements created as a result of this Agreement.

19 **Section 5. Insurance.** Without limiting or diminishing CVUSD'S
20 obligation to indemnify or hold the AGENCY harmless, CVUSD shall procure
21 and maintain or cause to be maintained, at its sole cost and expense, the
22 following insurance coverage's during the term of this Agreement.

23 a) Workers' Compensation: If CVUSD has employees as
24 defined by the State of California, CVUSD shall maintain statutory Workers'
25 Compensation Insurance (Coverage A) as prescribed by the laws of the State
26 of California. Policy shall include Employers' Liability (Coverage B) including
27 Occupational Disease with limits not less than \$1,000,000 per person per
28 accident. The policy shall be endorsed to waive subrogation in favor of The
AGENCY of Riverside, and, if applicable, to provide a Borrowed
Servant/Alternate Employer Endorsement.

b) Commercial General Liability: Commercial General Liability
insurance coverage, including but not limited to, premises liability, contractual
liability, products and completed operations liability, personal and advertising
injury, and cross liability coverage, covering claims which may arise from or out
of CVUSD'S performance of its obligations hereunder. Policy shall name the
AGENCY, County of Riverside, its Agencies, Districts, Special Districts, and
Departments, their respective directors, officers, Board of Supervisors,
employees, elected or appointed officials, agents or representatives as
Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000
per occurrence combined single limit. If such insurance contains a general
aggregate limit, it shall apply separately to this agreement or be no less than
two (2) times the occurrence limit.

1 c) Vehicle Liability: If vehicles or mobile equipment are used
2 in the performance of the obligations under this Agreement, then CVUSD shall
3 maintain liability insurance for all owned, non-owned or hired vehicles so used
4 in an amount not less than \$1,000,000 per occurrence combined single limit. If
5 such insurance contains a general aggregate limit, it shall apply separately to
6 this agreement or be no less than two (2) times the occurrence limit. Policy shall
7 name the AGENCY, County of Riverside, its Agencies, Districts, Special
8 Districts, and Departments, their respective directors, officers, Board of
9 Supervisors, employees, elected or appointed officials, agents or
10 representatives as Additional Insureds.

11 d) General Insurance Provisions - All lines:

12 i) Any insurance carrier providing insurance coverage
13 hereunder shall be admitted to the State of California and have an A M BEST
14 rating of not less than A: VIII (A:8) unless such requirements are waived, in
15 writing, by the AGENCY'S Risk Manager. If the AGENCY'S Risk Manager
16 waives a requirement for a particular insurer such waiver is only valid for that
17 specific insurer and only for one policy term.

18 ii) CVUSD'S insurance carrier(s) must declare its insurance
19 self-insured retentions. If such self-insured retentions exceed \$500,000 per
20 occurrence such retentions shall have the prior written consent of the
21 AGENCY'S Risk Manager before the commencement of operations under this
22 Agreement. Upon notification of self insured retention unacceptable to the
23 AGENCY, and at the election of the AGENCY'S Risk Manager, CVUSD'S
24 carriers shall either; 1) reduce or eliminate such self-insured retention as
25 respects this Agreement with the AGENCY, or 2) procure a bond which
26 guarantees payment of losses and related investigations, claims administration,
27 and defense costs and expenses.

28 iii) CVUSD shall cause CVUSD'S insurance carrier(s) to
furnish the AGENCY with either 1) a properly executed original Certificate(s) of
Insurance and certified original copies of Endorsements effecting coverage as
required herein, and 2) if requested to do so orally or in writing by the
AGENCY'S Risk Manager, provide original Certified copies of policies including
all Endorsements and all attachments thereto, showing such insurance is in full
force and effect. Further, said Certificate(s) and policies of insurance shall
contain the covenant of the insurance carrier(s) that thirty (30) days written
notice shall be given to the AGENCY prior to any material modification,
cancellation, expiration or reduction in coverage of such insurance. In the event
of a material modification, cancellation, expiration, or reduction in coverage, this
Agreement shall terminate forthwith, unless the AGENCY receives, prior to
such effective date, another properly executed original Certificate of Insurance
and original copies of endorsements or certified original policies, including all
endorsements and attachments thereto evidencing coverage's set forth herein
and the insurance required herein is in full force and effect. *CVUSD shall not
commence operations until the AGENCY has been furnished original Certificate
(s) of Insurance and certified original copies of endorsements and if requested,
certified original policies of insurance including all endorsements and any and*

1 *all other attachments as required in this Section. An individual authorized by*
2 *the insurance carrier to do so on its behalf shall sign the original endorsements*
3 *for each policy and the Certificate of Insurance.*

4 iv) It is understood and agreed to by the parties hereto that
5 CVUSD'S insurance shall be construed as primary insurance, and the
6 AGENCY'S insurance and/or deductibles and/or self-insured retention's or self-
7 insured programs shall not be construed as contributory.

8 v) If, during the term of this Agreement or any extension
9 thereof, there is a material change in the scope of work; or, there is a material
10 change in the equipment to be used in the performance of the scope of work
11 which will add additional exposures (such as the use of aircraft, watercraft,
12 cranes, etc.); or, the term of this Agreement, including any extensions thereof,
13 exceeds five (5) years the AGENCY reserves the right to adjust the types of
14 insurance required under this Agreement and the monetary limits of liability for
15 the insurance coverage's currently required herein, if; in the AGENCY Risk
16 Manager's reasonable judgment, the amount or type of insurance carried by
17 CVUSD has become inadequate.

18 vi) CVUSD shall pass down the insurance obligations
19 contained herein to all tiers of subcontractors working under this Agreement.

20 vii) The insurance requirements contained in this Agreement
21 may be met with a program(s) of self-insurance acceptable to the AGENCY.

22 viii) CVUSD agrees to notify AGENCY of any claim by a third
23 party or any incident or event that may give rise to a claim arising from the
24 performance of this Agreement.
25

26 **Section 6. Hold Harmless/Indemnification.**

27 a) CVUSD shall indemnify and hold harmless the AGENCY,
28 County of Riverside, its Agencies, Districts, Special Districts and Departments,
their respective directors, officers, Board of Supervisors, elected and appointed
officials, employees, agents and representatives from any liability whatsoever,
based or asserted upon any services of CVUSD, its officers, employees,
subcontractors, agents or representatives arising out of or in any way relating to
this Agreement, including but not limited to property damage, bodily injury, or
death or any other element of any kind or nature whatsoever arising from the
performance of CVUSD, its officers, agents, employees, subcontractors, agents
or representatives from this Agreement.

b) CVUSD shall defend, at its sole expense, all costs and fees
including, but not limited, to attorney fees, cost of investigation, defense and
settlements or awards, the AGENCY, the County of Riverside, its Agencies,
Districts, Special Districts and Departments, their respective directors, officers,
Board of Supervisors, elected and appointed officials, employees, agents and
representatives in any claim or action based upon such alleged acts or
omissions.

c) With respect to any action or claim subject to indemnification
herein by CVUSD, CVUSD shall, at their sole cost, have the right to use
counsel of their own choice and shall have the right to adjust, settle, or

1 compromise any such action or claim without the prior consent of AGENCY;
2 provided, however, that any such adjustment, settlement or compromise in no
3 manner whatsoever limits or circumscribes CVUSD'S indemnification to
4 AGENCY as set forth herein. CVUSD'S obligation hereunder shall be satisfied
5 when CVUSD has provided to AGENCY the appropriate form of dismissal
6 relieving AGENCY from any liability for the action or claim involved.

7 d) The specified insurance limits required in this Agreement shall
8 in no way limit or circumscribe CVUSD'S obligations to indemnify and hold
9 harmless the AGENCY herein from third party claims.

10 e) In the event there is conflict between this clause and California
11 Civil Code Section 2782, this clause shall be interpreted to comply with Civil
12 Code 2782. Such interpretation shall not relieve the CVUSD from indemnifying
13 the AGENCY to the fullest extent allowed by law.

14 **Section 7. Limitation of Liability.** In no event will either CVUSD or the
15 AGENCY, their elected officials, officers, directors, affiliates, employees,
16 agents, representatives, or shareholders be liable (either in contract, warranty,
17 tort, or otherwise) to the other or any of its officers, directors, affiliates,
18 employees, agents, representatives, or shareholders for any consequential,
19 incidental or indirect damages, including costs, profits, or for any exemplary or
20 punitive damages. The parties agree that neither party will be liable for acts of
21 God, fire, accidents or other occurrences beyond their reasonable control
22 (whether like or unlike any of these enumerated herein) which prevent either
23 party from partially or completely performing its obligations hereunder.

24 **Section 8. Termination.**

25 a) This Agreement may be terminated upon any of the following
26 events:

27 i) By either CVUSD or AGENCY if the other party breaches
28 any of the material terms of this Agreement, which default is not cured within
thirty (30) days following written notice of such default of the defaulting party. If
the default is not cured within the thirty (30) day period, the non-defaulting party
may terminate this Agreement by giving notice of its decision to do so.

ii) In the event that either party becomes insolvent; makes an
assignment for the benefit of creditors; becomes the subject of any bankruptcy,
reorganization or arrangement proceeding or defaults in any obligation, which
default would foreclose such party from exercising its right or prevent it from
paying its obligations hereunder, then such action shall be a default hereunder
and this Agreement may be terminated by written notice to the defaulting party.

iii) By either CVUSD or AGENCY for its convenience and
without cause upon thirty (30) days written notice to the other party.

b) Notices shall be sent via U.S. Postal Service registered mail
return receipt request, to the individual identified in Section 15.

Section 9. Remedies

a) In the event AGENCY terminates this Agreement under

1 Section 8 (a) (iii) above, AGENCY shall not be entitled to any reimbursement of
2 funds either expended by AGENCY pursuant to this Agreement or paid to
CVUSD pursuant to Section 2, above.

3 b) In the event CVUSD terminates this Agreement under
4 Section 8 (a) (iii) above, CVUSD shall only be entitled to reimbursements for
5 invoices submitted to AGENCY for work completed prior to AGENCY receiving
6 the thirty (30) days written notice.

7 c) In the event AGENCY terminates this Agreement for CVUSD's
8 failure to perform in accordance with Section 1 above, AGENCY shall be
9 entitled to deny reimbursements to CVUSD for uncompleted tasks as outlined in
10 Section 1 above, unless CVUSD's failure is a result of the following:

i) AGENCY breach.

11 ii) Acts of God, fires, accidents or other occurrences beyond
12 the reasonable control of CVUSD (whether like or unlike any of these
13 enumerated herein).

14 **Section 10. Representations, Warranties, and Disclaimers.**

15 a) AGENCY represents and warrants to CVUSD:

16 i) That AGENCY has the full power to enter into this
17 Agreement;

18 ii) That all corporate actions and approvals have been taken
19 which are necessary to make this Agreement a binding and enforceable
20 obligation of AGENCY;

21 iii) That the individual signing this agreement is authorized to
22 execute this Agreement on behalf of AGENCY; and

23 iv) That AGENCY's execution, delivery and performance of
24 this Agreement is not in conflict with, and will not cause an event of default
25 under any agreement or instrument to which AGENCY is bound.

26 b) CVUSD hereby represents and warrants to AGENCY:

i) That CVUSD has the full power to enter into this Agreement;

27 ii) That all corporate actions and approvals have been taken
28 which are necessary to make this Agreement a binding and enforceable
obligation of CVUSD;

iii) That by entering into this Agreement, CVUSD is not in
default of any obligation to any third party; and

iv) That CVUSD's execution, delivery and performance of this
Agreement is not in conflict with, and will not cause an event of default under
any agreement or instrument to which CVUSD is bound.

c) Unless otherwise explicitly stated in this Agreement, CVUSD
and the AGENCY disclaim all warranties, whether express or implied, written or
oral, with respect to any goods or services to be provided hereunder or any
component or part thereof, including any implied warranty of merchantability or
fitness for a particular use.

Section 11. No Partnership or Joint Venture. This Agreement does
not constitute and shall not be construed as constituting a partnership or joint

1 venture between CVUSD and the AGENCY. Each party is to remain an
2 independent entity.

3 **Section 12. Waiver.** No waiver or relinquishment or any right, explicit
4 or implicit, created by this Agreement at any one time or times shall be deemed
5 a waiver or relinquishment of that right for all or any other times.

6 **Section 13. Severability.** To the extent that any provision herein is
7 held invalid, then the provision shall be deemed to be deleted and the
8 remaining provisions shall remain in full force and effect.

9 **Section 14. California Jurisdiction.** This Agreement shall be
10 construed under the laws of the State of California. Each party hereto
11 acknowledges that this Agreement is entered into and is to be performed within
12 the jurisdiction of the State of California and that the courts of the State of
13 California shall have jurisdiction over any and all claims, controversies, disputes
14 and disagreements arising out of this Agreement or breach thereof.

15 **Section 15. Contact Information.** The individuals and addresses listed
16 below are where all correspondence between AGENCY and CVUSD shall be
17 sent unless otherwise requested:

AGENCY	CVUSD
Leah Rodriguez, Project Manager Redevelopment Agency for the County of Riverside 44-199 Monroe St., Ste. B Indio, CA 92201 (760) 863-2534 phone (760) 863-2551 fax	Elsa F. Esqueda, Director of Facilities Coachella Valley Unified School District Facilities Department 83-733 Avenue 55 Thermal, CA 92274 (760) 398-5909 phone ext 203 (760) 398-1224 fax

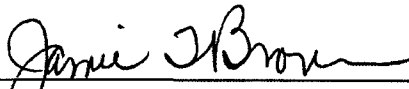
18 **Section 16. Independent Status.** CVUSD shall act strictly in an
19 independent capacity and shall not in any manner be considered to be a
20 consultant, contractor, subcontractor or employee of the AGENCY. Neither
21 CVUSD nor any consultant engaged in association with this Agreement shall be
22 entitled to any benefits payable to employees of the AGENCY, and CVUSD
23 agrees to hold the AGENCY harmless from any claims made against the
24 AGENCY based upon a contention by a third party that an employer-employee
25 relationship exists. The AGENCY will not withhold any taxes imposed upon
26 CVUSD or its employees or consultants. CVUSD is responsible to pay any
27 taxes imposed upon it and to withhold any applicable taxes from its employees
28 or consultants. CVUSD shall be fully responsible for the satisfaction of any and
all obligations with respect to any person or entity that the Consultant retains,
employs, or contracts with to assist in its performance of its duties under this
Agreement.

1 IN WITNESS WHEREOF, the AGENCY and CVUSD have executed this
2 Agreement as of the date first above written.

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

COACHELLA VALLEY
UNIFIED SCHOOL DISTRICT

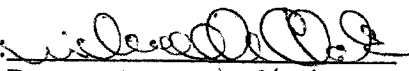
5 
6 _____
7 Jeff Stone, Chairman
8 Board of Directors




Jamie Brown, Assistant Superintendent
Business Services

9 **APPROVED AS TO FORM:**

10 Pamela Walls
11 Agency Counsel

12
13 By:  8/6/09
14 Deputy Michele Clark

15
16
17
18 **ATTEST:**
19 Clerk of the Board

20
21 
22 By: _____
23 Deputy

24 (SEAL)
25
26
27
28

EXHIBIT A - SCOPE OF WORK
JERRY RUMMONDS MEMORIAL COMMUNITY & SENIOR CENTER
RENOVATION PROJECT

Project Description

The Jerry Rummonds Memorial Community & Senior Center is located at 87-299 Church Street in the unincorporated community of Thermal. The site and facility are owned by the Coachella Valley Unified School District. The facility is used for a variety of community and public activities. Uses include: cooling center, senior center, community council meetings, polling place, etc. The facility has been in use for many years and is in need of renovation. The project scope includes exterior and interior improvements, façade improvements and repairs, interior painting and repairs, landscape and walkway improvements, monument sign and lighted flagpole, furnishings and equipment. The following is a breakdown of the scope by trade:

Carpenter:

Construct 7'-6" high drywall partitions, Laminating drywall to existing block walls, Provide and Install new Tek-Wood Siding at Exterior, Provide and install new exterior and interior doors, Provide and Install new door closures on restrooms, Replace fascia boards, Provide and Install new weather stripping, Demo concrete and Flag Pole, save Flag Pole for reuse, Repair restroom ceiling- Drywall Repair, Install new flagpole at new monument sign

Landscaping:

Remove Grass around new monument sign and adjacent to walk way, Provide and plant new vegetation, Rework sprinklers, Provide and install colored gravel at New and Existing planters

Concrete:

Provide and Install new stamped and stained concrete at walkway, Form and Pour concrete for monument sign, provide and Install new low block wall w/ with top cap

Electrician:

Provide and install new fly-fans, Provide and install new light for new monument sign, Relocate / rework surface mounted conduits, Provide and install misc. electrical at new office and store rooms, Provide and install new exterior lighting at planters

Plumbing:

Provide and install new water heater, Provide and install new high / low drinking fountain, Change hot to cold water at soap dispenser, Provide and install garbage disposal

Flooring:

Provide and install new carpet and base, Patch/ Repair sheet vinyl flooring in kitchen

Painting:

Stain Tek-Wood Siding, Prep and paint new and existing fascia, Prep and paint balance of exterior, Prep and paint interior walls and restroom ceilings, Install liquid chalk wall covering over new drywall, Install tackable wall covering over new drywall

Metal fabricator:

Fabricate and Install new awnings, Fabricate and install new monument sign

Furniture / Equipment

PROJECT GRAND TOTAL

\$230,000.00