

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

230C



FROM: Economic Development Agency

SUBMITTAL DATE:
June 3, 2010

SUBJECT: Reimbursement Agreement for the Rancho Jurupa Park – Phase 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The improvements to the Rancho Jurupa Park Project Phase 3 (Project) is of benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by providing recreational additions and upgrades to existing facilities including a new cover for an existing mechanical compound and regrading of certain areas of the existing park to comply with the provision of the Water Quality Management Plan and some additional landscaping;
 - 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; and

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

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:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer J. Sargent*
Jennifer J. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Michelle Clack*
DATE: 6/10/10
Departmental Concurrence
MICHELLE CLACK

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

Prev. Agn. Ref.: 13.3 of 4/20/10

District: 2

Agenda Number:

3.15
LEFD-06-F11
Form 11 (Rev 06/2003)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 any building facility, structure or other improvements.

2. Consent to the payment of redevelopment funds for the Project.

BACKGROUND: The Redevelopment Agency for the County of Riverside (Agency) and Riverside County Regional Park and Open-Space District (District) determined that there is a great need for improvements to the Rancho Jurupa Park located at 4800 Crestmore Road, Riverside, California in the Jurupa Valley Redevelopment Project Area. Specific improvements include the construction of at least 4 new rental cabins, a new disk-golf course, a new rock climbing feature, a new cover for an existing mechanical compound, a storage building structure, and the reshaping and regrading of certain areas of the existing park to comply with the provisions of the Water Quality Management Plan and some landscaping.

The attached Agreement between the Agency and District provides \$1,000,000 in Jurupa Valley Redevelopment Capital Improvement Funds to the District for construction of the improvements to the Project. Staff recommends that the Board make the aforementioned findings and consent to the payment of the redevelopment funds for the project.

1 **REIMBURSEMENT AGREEMENT**
2 **BY AND BETWEEN THE**
3 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND THE**
4 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT FOR THE**
5 **RANCHO JURUPA PARK PHASE 3 PROJECT**
6

7 **THIS REIMBURSEMENT AGREEMENT**, hereinafter AGREEMENT is entered
8 into on this ____ day of _____, 2010, by and between the Redevelopment
9 Agency for the County of Riverside, a public body corporate and politic in the State of
10 California, hereinafter AGENCY, and the Riverside County Regional Park and Open
11 Space District, hereinafter DISTRICT, hereinafter collectively referred to as the Parties.

12 **WITNESSETH**

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

17 **WHEREAS**, the County of Riverside adopted by Ordinance No. 763 on July 9,
18 1996, a redevelopment plan for an area within the County of Riverside known as the
19 Glen Avon Sub-Area of the Jurupa Valley Redevelopment Project Area (hereinafter
20 "PROJECT AREA"); and

21 **WHEREAS**, the Redevelopment Plan (hereinafter PLAN) was adopted in order
22 to eliminate blight and revitalize the substandard physical and economic conditions
23 that exist within the PROJECT AREA;

24 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety Code,
25 the AGENCY is authorized to make and execute contracts and other instruments
26 necessary or convenient to the exercise of its powers;

27 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code
28 a redevelopment agency may cause, provide to undertake or make provision with other

1 agencies for the installation, or construction of streets, utilities, parks, playgrounds and
2 other public improvements necessary for carrying out in the PROJECT AREA the
3 redevelopment plan;

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

9 **WHEREAS**, AGENCY and the DISTRICT have determined that there is a great
10 need for improvements to the Rancho Jurupa Park located at 4800 Crestmore Road,
11 Riverside, CA 92509. Specific improvements include the construction of at least four (4)
12 new rental cabins, a new disk-golf course, a new rock-climbing feature, a new cover for
13 an existing mechanical compound, a storage building, the reshaping and regrading of
14 certain areas of the existing park to comply with the provisions of the Water Quality
15 Management Plan and some landscaping. (hereinafter the "PROJECT");

16 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
17 eliminating blight within the PROJECT AREA as it will provide for upgrades and
18 improvements needed for the existing Rancho Jurupa Park and to comply with the
19 provisions of the Water Quality Management Plan within the PROJECT AREA and
20 meets a primary objective of the PLAN;

21 **WHEREAS**, the AGENCY agrees to reimburse the DISTRICT for construction
22 costs associated with the PROJECT;

23 **NOW, THEREFORE**, in consideration of the covenants, conditions and
24 provisions contained herein, the Parties hereto do hereby agree as follows:

25 **SECTION 1. Purpose of AGREEMENT**. The purpose of this AGREEMENT is
26 to set forth the terms and conditions by which AGENCY will reimburse DISTRICT a total
27 of one million dollars (\$1,000,000) for actual costs associated with the construction of
28 the PROJECT.

1 **SECTION 2. Location of the Project.** The PROJECT is located within the
2 PROJECT AREA at 4800 Crestmore Road, Riverside, CA 92509 in the unincorporated
3 community of Rubidoux.

4 **SECTION 3. Scope of Work.** The work to be performed by the DISTRICT
5 includes construction of at least four (4) new rental cabins, a new disk-golf course, a
6 new rock-climbing feature, a new cover for an existing mechanical compound, a
7 combination storage building/small office structure, the reshaping and regrading of
8 certain areas of the existing park to comply with the provisions of the Water Quality
9 Management Plan and some landscaping.

10 **SECTION 4. Payment.** AGENCY shall reimburse DISTRICT for the actual
11 construction cost of the PROJECT for an amount not to exceed one million dollars
12 (\$1,000,000) which shall constitute the full and complete financial obligation of the
13 AGENCY. Said amount shall include, but is not limited to, all of DISTRICT'S charges
14 for construction of the project.

15 DISTRICT shall invoice AGENCY monthly for the work performed during the prior
16 month and submit documentation to verify reimbursable expenditures by DISTRICT. A
17 written project status report shall also be included with each invoice. Said status report
18 shall provide a description of the work completed that AGENCY is being billed for and
19 the work yet to be performed. Status report shall also indicate the percentage of the
20 project which is completed. The final invoice shall be received by AGENCY within 12
21 months of completion of the construction of the project. After said 12 month period,
22 AGENCY will reprogram any remaining funds.

23 **SECTION 5. Permits.** DISTRICT agrees to obtain, secure or cause to be
24 secured any and all permits and/or clearances which may be required by DISTRICT or
25 any other federal, state or local governmental or regulatory agency relating to the
26 Project.

27 ///

28 ///

1 **SECTION 6. Principal Contact Persons.** The following individuals are hereby
2 designated to be the principal contact persons for their respective parties:

3 **AGENCY:** Gloria Perez, 2nd District Regional Manager
4 Redevelopment Agency for the County of Riverside
5 3403 10th Street, Suite 400, Riverside, CA 92501
6 (951) 955-9056

7 **DISTRICT:** Scott Bangle, Director (or designee)
8 Riverside County Regional Park and Open-Space District
9 4600 Crestmore Road, Riverside, CA 92509
10 (951) 955-4310

11 **SECTION 7. Conflict of Interest.** No member, official or employee of AGENCY
12 or DISTRICT shall have any personal interest, direct or indirect, in this AGREEMENT
13 nor shall any such member, official or employee participate in any decision relating to
14 this AGREEMENT which affects his or her personal interests or the interests of any
15 corporation, partnership or association in which he or she is directly or indirectly
16 interested.

17 **SECTION 8. Interpretation and Governing Law.** This AGREEMENT and any
18 dispute arising there under shall be governed and interpreted in accordance with the
19 laws of the State of California. This AGREEMENT shall be construed as a whole
20 according to its fair language and common meaning to achieve the objectives and
21 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities
22 are to be resolved against the drafting party shall not be employed in interpreting this
23 AGREEMENT, all parties having been represented by counsel in the negotiation and
24 preparation hereof.

25 **SECTION 9. No Third Party Beneficiaries.** This AGREEMENT is made and
26 entered into for the sole protection and benefit of the Parties hereto. No other person or
27 entity shall have any right of action based upon the provisions of this AGREEMENT.
28

1 **SECTION 10. 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:

4 (i) DISTRICT shall indemnify and hold AGENCY, its elected officials,
5 officers, directors, affiliates, agents and employees free and harmless from liability to
6 any person or entity not a party to this AGREEMENT from any damage, loss or injury to
7 person and/or property which primarily relates to or arises from the negligence or willful
8 misconduct of DISTRICT, its officers, agents, or employees in the execution or
9 implementation of this AGREEMENT;

10 (ii) AGENCY shall indemnify and hold DISTRICT, its officers, agents, or
11 employees free and harmless from any person or entity not a party to this
12 AGREEMENT from any damage, loss or injury to person and/or property which primarily
13 relates to or arises from the negligence or willful misconduct of AGENCY, its elected
14 officials, officers, directors, affiliates, agents, or employees in the execution or
15 implementation of this AGREEMENT.

16 **SECTION 11. Insurance**. DISTRICT shall cause DISTRICT'S
17 Contractor/Consultant to maintain in force, until completion and acceptance of the
18 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
19 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
20 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
21 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
22 AGENCY, its officers, directors, officials, agents and employees as additionally insured.
23 DISTRICT shall also require DISTRICT'S Contractors/Consultant to maintain Worker's
24 Compensation Insurance. DISTRICT shall provide Certificates of Insurance and
25 Additional Insured Endorsements which meet the requirements of this section to
26 AGENCY upon request.

1 **SECTION 12. Section Headings.** The Section headings herein are for the
2 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
3 any manner affect the scope, meaning or intent of the provisions or language of this
4 AGREEMENT.

5 **SECTION 13. Time Limit.** DISTRICT shall complete the work that is the
6 subject of this AGREEMENT within a period of twenty four (24) months after the date of
7 execution of this AGREEMENT. In the event said twenty four (24) month period expires
8 prior to the completion of the work, the terms of this AGREEMENT may be extended
9 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
10 any or all claims or other actions by either party in regard to any breach of this
11 AGREEMENT.

12 **SECTION 14. Project Sign.** DISTRICT agrees that AGENCY may place a
13 project sign at the project site identifying the project as a Redevelopment Agency for the
14 County of Riverside Project.

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

22 **SECTION 16. Amendments to the Agreement.** AGENCY'S Executive Director,
23 or his designee, is authorized to approve and execute amendments to the
24 AGREEMENT for additional reimbursements not to exceed twenty-five thousand dollars
25 (\$25,000). Such amendments shall be mutually agreed upon by and between the
26 AGENCY'S Executive Director and Director of Riverside County Regional Park and
27 Open-Space and shall be incorporated in written amendments to this Agreement.
28

1 **SECTION 17. Successors and Assigns.** This AGREEMENT shall inure to the
2 benefit of, and be binding upon, the successors, executors, administrators, legal
3 representatives and assigns of the Parties hereto.

4 **SECTION 18. Termination by AGENCY.** AGENCY shall have the right to
5 terminate this Agreement in the event DISTRICT fails to perform, keep or observe any
6 of its duties or obligations hereunder; provided however, that DISTRICT shall have thirty
7 (30) days in which to correct such breach or default after written notice thereof has been
8 served on it by AGENCY.

9 **SECTION 19. Termination by DISTRICT.** DISTRICT shall have the right to
10 terminate this Agreement in the event AGENCY fails to perform, keep or observe any of
11 its other duties or obligations hereunder; provided however, that AGENCY shall have
12 thirty (30) days in which to correct such breach or default after written notice thereof has
13 been served on it by DISTRICT.

14 **///**

15 **///**

16 **///**

17 **///**

18 **///**

19 **///**

20 **///**

21 **///**

22 **///**

23 **///**

24 **///**

25 **///**

26 **///**

27 **///**

28 **///**

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

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

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

6
7
8 _____
9 Marion Ashley, Chairman
10 Board of Directors

Marion Ashley, Chairman
Board of Directors

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

15
16
17 BY: _____
18 Deputy

19
20
21 **APPROVED AS TO FORM:**
22 Pamela J. Walls, County Counsel

23 BY: *Michelle Clack* 6/10/10
24 Deputy **Michelle Clack**

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna* 6/10/10
LARISA R-MCKENNA DATE