

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

719C



**SUBMITTAL DATE:**  
July 15, 2010

**FROM:** Economic Development Agency

**SUBJECT:** El Cerrito Sports Park Project – Funding Agreement

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

1. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a. The Reclaimed Waterline Project (Project) is of benefit to the 1-1986 Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by providing reclaimed water services to effectuate the successful redevelopment of the El Cerrito Sports Park located within the Project Area;
  - b. No other 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
  - c. The payments 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.

(Continued)

*Lisa Brandl for*

Robert Field  
Assistant County Executive Officer/EDA  
By Lisa Brandl, Assistant Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	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

<b>SOURCE OF FUNDS:</b> N/A	<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

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

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 7/20/10  
Departmental Concurrence

Reviewed by  
CIP TEAM  
DEAN DENNIS

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

Prev. Agn. Ref.: 10/7/08, Item 4.1, 9/29/09, Item 4.1

District: 2

Agenda Number:

3.25

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

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

**BACKGROUND:** On October 7, 2008, the Board of Directors awarded a contract to Valley Crest Landscape for the construction of the El Cerrito Sports Park Project (Park). The Project has been completed and will provide recreational facilities, including four baseball fields, two soccer fields, one multi-purpose t-ball and soccer field, two basketball courts, two tennis courts, two concession/restroom buildings, centralized tot lot area with several play structures, sports lighting, barbeques and picnic tables, and associated parking and landscaping.

The Park will be accessible to Corona residents and residents of the county's unincorporated areas of El Cerrito, Temescal, and Home Gardens. It will provide an opportunity for youth and adult recreational activities, sports programs, community events, and social gatherings.

The Redevelopment Agency for the County of Riverside has agreed to fund the construction of a reclaimed waterline that will directly benefit and serve the Park with reclaimed water for the landscape and maintenance of the Park.

Staff recommends the Board of Supervisors make the aforementioned findings and consent to the payment of redevelopment funds for the Project.



1 other public improvements necessary for carrying out the PROJECT AREA'S PLAN;

2       **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code,  
3 upon specific findings, a redevelopment agency may, with the consent of the legislative  
4 body, pay all or a part of the value of the land for and the cost of the installation and  
5 construction of any building, facility, structure or other improvement that is publicly  
6 owned either within, contiguous or outside the PROJECT AREA;

7       **WHEREAS**, AGENCY completed the construction of the El Cerrito Sports Park  
8 located within the El Cerrito Sub Area of the PROJECT AREA; and

9       **WHEREAS**, the El Cerrito Sports Park provides a recreational area to residents  
10 within the PROJECT AREA and surrounding communities; and

11       **WHEREAS**, AGENCY and the CITY have determined that there is a great need  
12 for the installation of a reclaimed water line to serve the El Cerrito Sports Park  
13 (hereinafter the "PROJECT"); and

14       **WHEREAS**, the construction of the PROJECT will provide reclaimed water  
15 services to the El Cerrito Sports Park; and

16       **WHEREAS**, by providing reclaimed water services to effectuate the successful  
17 completion of the El Cerrito Sports Park the PROJECT benefits the PROJECT AREA;  
18 and

19       **WHEREAS**, the AGENCY agrees to provide the CITY with financial assistance  
20 for the construction of the PROJECT.

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

23       **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is  
24 to set forth the terms and conditions by which AGENCY will contribute funding to CITY  
25 for the CITY's actual costs associated with the construction, construction management,  
26 construction inspection, and construction survey services of the PROJECT.

27       **SECTION 2. Location of the Project.** The PROJECT is contiguous to the  
28 PROJECT AREA on El Cerrito Road along the frontage of El Cerrito Sports Park in the

1 PROJECT AREA on El Cerrito Road along the frontage of El Cerrito Sports Park in the  
2 unincorporated community of El Cerrito, as more specifically detailed in Exhibit A, which  
3 is attached hereto and made a part hereof by this reference.

4 **SECTION 3. Scope of Work.** The work to be performed by the CITY includes  
5 construction, construction management, and construction inspection for the installation  
6 of approximately seven thousand seven hundred ninety five lineal feet of improvements,  
7 as outlined in Exhibit B, which is attached hereto and made a part hereof by this  
8 reference.

9 **SECTION 4. Construction of the Project.** The contractor(s) for the  
10 PROJECT are to be selected by CITY. CITY shall cause the construction of the  
11 PROJECT to be carried out in compliance with all applicable laws, including, but not  
12 limited to, all applicable federal and state and local environmental, occupational, safety  
13 and health standards; nondiscrimination requirements; accessibility for the disabled;  
14 and prevailing wage laws.

15 CITY will ensure that the contractor(s) to whom the contract is awarded and any  
16 sub-contractor(s) under him shall pay not less than the specified prevailing wage rate of  
17 wages as determined by the general prevailing wage determination made by the State  
18 of California's Director of Industrial Relations, to all workmen employed in the execution  
19 of the improvements under this AGREEMENT. CITY further agrees to ensure that each  
20 contractor(s) and any subcontractor(s) shall keep an accurate record showing the  
21 name, occupation and actual per diem wages paid to each workman employed by him  
22 in connection with the work performed under this AGREEMENT. The records shall be  
23 kept open at all reasonable hours to the AGENCY for inspection for a period of no less  
24 than seven years from completion of the Project.

25 **SECTION 5. Payment.** AGENCY shall contribute funds to the CITY for the  
26 work performed by CITY in accordance with Section 3 herein in an amount not to  
27 exceed one million two hundred fifty thousand dollars (\$1,250,000) which shall  
28 constitute the full and complete financial obligation of the AGENCY. Said amount shall

1 management, and construction inspection services.

2 AGENCY shall provide such funding to CITY within thirty (30) days of receipt of a  
3 written invoice from CITY requesting the release of said funds for the PROJECT.

4 **SECTION 6. Permits.** CITY agrees to obtain, secure or cause to be secured  
5 any and all permits and/or clearances which may be required by CITY, County of  
6 Riverside or any other federal, state or local governmental or regulatory agency relating  
7 to the Project.

8 **SECTION 7. Principal Contact Persons.** The following individuals are hereby  
9 designated to be the principal contact persons for their respective parties:

10  
11 **AGENCY:** Delia Flores, Project Manager  
12 Redevelopment Agency for the County of Riverside  
13 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor,  
14 Riverside, CA 92501  
15 (951) 955-5737

16 **CITY:**  
17 City of Corona  
18 400 South Vicentia Avenue  
19 Corona, CA 92882  
20 Attn: Gabriel Garcia, Director of Parks and Community Services  
21 (951) 736-2241  
22

23 **SECTION 8. Conflict of Interest.** No member, official or employee of  
24 AGENCY or CITY shall have any personal interest, direct or indirect, in this  
25 AGREEMENT nor shall any such member, official or employee participate in any  
26 decision relating to this AGREEMENT which affects his or her personal interests or the  
27 interests of any corporation, partnership or association in which he or she is directly or  
28 indirectly interested.

1 indirectly interested.

2       **SECTION 9. Interpretation and Governing Law.** This AGREEMENT and any  
3 dispute arising there under shall be governed and interpreted in accordance with the  
4 laws of the State of California. This AGREEMENT shall be construed as a whole  
5 according to its fair language and common meaning to achieve the objectives and  
6 purposes of the Parties hereto, and the rule of construction to the effect that ambiguities  
7 are to be resolved against the drafting party shall not be employed in interpreting this  
8 AGREEMENT, all parties having been represented by counsel in the negotiation and  
9 preparation hereof.

10       **SECTION 10. No Third Party Beneficiaries.** This AGREEMENT is made and  
11 entered into for the sole protection and benefit of the Parties hereto. No other person or  
12 entity shall have any right of action based upon the provisions of this AGREEMENT.

13       **SECTION 11. Indemnification.** CITY shall indemnify and hold the AGENCY,  
14 and its Board of Directors, employees, officers, managers and agents harmless from  
15 any and all loss, damage, claim for damage, liability, expense or cost, including  
16 attorneys' fees, which arises out of, or is related to, or is in any manner connected with,  
17 the performance of work, activities, operations or duties of CITY, its construction  
18 contractor, or anyone employed by or working under either of them, and from all claims  
19 by anyone employed by, or working under CITY, or its construction contractor, for  
20 services rendered to CITY in the performance of this AGREEMENT, notwithstanding  
21 that the AGENCY may have benefited from their services. This indemnification provision  
22 shall apply to any acts or omissions, willful misconduct or negligent conduct, whether  
23 active or passive, on the part of CITY or of anyone employed by, retained by, or working  
24 under CITY. The parties expressly agree that this Section shall survive the expiration or  
25 early termination of the AGREEMENT.

26       **SECTION 12. Insurance.** CITY shall cause CITY's Contractor/Consultant to  
27 maintain in force, until completion and acceptance of the PROJECT, a policy of  
28 Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property

1 Damage Liability; in the amount of \$2,000,000 minimum single limit coverage, and a  
2 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.  
3 Endorsements to each policy shall be required which name the AGENCY, its officers,  
4 directors, officials, agents and employees as additionally insured. CITY shall also  
5 require CITY's Contractors/Consultant to maintain Worker's Compensation Insurance.  
6 CITY shall provide Certificates of Insurance and Additional Insured Endorsements  
7 which meet the requirements of this section to AGENCY prior to start of construction.

8 **SECTION 13. Section Headings.** The Section headings herein are for the  
9 convenience of the Parties only and shall not be deemed to govern, limit, modify or in  
10 any manner affect the scope, meaning or intent of the provisions or language of this  
11 AGREEMENT.

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

19 **SECTION 15. Amendments to the AGREEMENT.** This AGREEMENT shall not  
20 be amended unless mutually agreed upon by and between the parties and shall be  
21 incorporated in written amendments to this AGREEMENT.

22 **SECTION 16. Successors and Assigns.** This AGREEMENT shall inure to the  
23 benefit of, and be binding upon, the successors, executors, administrators, legal  
24 representatives and assigns of the Parties hereto.

25 **SECTION 17. Termination by Agency.** Agency shall have the right to  
26 terminate this AGREEMENT in the event CITY fails to perform, keep or observe any of  
27 its duties or obligations hereunder; provided however, that CITY shall have thirty (30)  
28 days in which to correct such breach or default after written notice thereof has been



1 served on it by Agency.

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

7       **SECTION 19. Independent Contractor.** CITY and its agents, servants,  
8 employees and subcontractors shall act at all times in an independent capacity during  
9 the term of this AGREEMENT, and shall not act as, and shall not be, nor shall they in  
10 any manner be construed to be agents, officers or employees of AGENCY, and further,  
11 CITY, its agents, servants, employees and subcontractors, shall not in any manner incur  
12 or have the power to incur any debt, obligation, or liability against the AGENCY.

13       **SECTION 20. Jurisdiction and Venue.** Any action at law or in equity  
14 arising under this AGREEMENT or brought by a party hereto for the purpose of  
15 enforcing, construing or determining the validity of any provision of this AGREEMENT  
16 shall be filed in Riverside County, and the parties hereto waive all provisions of law  
17 providing for the filing, removal or change of venue to any other court of jurisdiction.

18       **SECTION 21. Severability.** Each paragraph and provision of this  
19 AGREEMENT is severable from each other provision, and if any provision or part  
20 thereof is declared invalid, the remaining provisions shall remain in full force and effect.

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

26       **SECTION 23. Authority to Execute** The persons executing this  
27 AGREEMENT or exhibits attached hereto on behalf of the parties to this AGREEMENT  
28

1 hereby represent that they have the authority to bind the respective parties to this  
2 AGREEMENT to the performance of its obligations hereunder.

3 **SECTION 24. Assignment.** CITY shall not assign or transfer in any other  
4 form with respect to this AGREEMENT without the prior written approval of the  
5 AGENCY.

6  
7 **IN WITNESS WHEREOF,** AGENCY and CITY have executed this AGREEMENT  
8 as of the date first above written.

9  
10 **REDEVELOPMENT AGENCY**  
11 **FOR THE COUNTY OF RIVERSIDE**

**CITY OF CORONA**

12  
13 By: \_\_\_\_\_  
14 Marion Ashley  
15 Chairman, Board of Directors

By: \_\_\_\_\_  
Karen Spiegel  
Mayor

16 **ATTEST:**

**ATTEST:**

17  
18 By: \_\_\_\_\_  
19 Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_

20 **APPROVED AS TO FORM:**

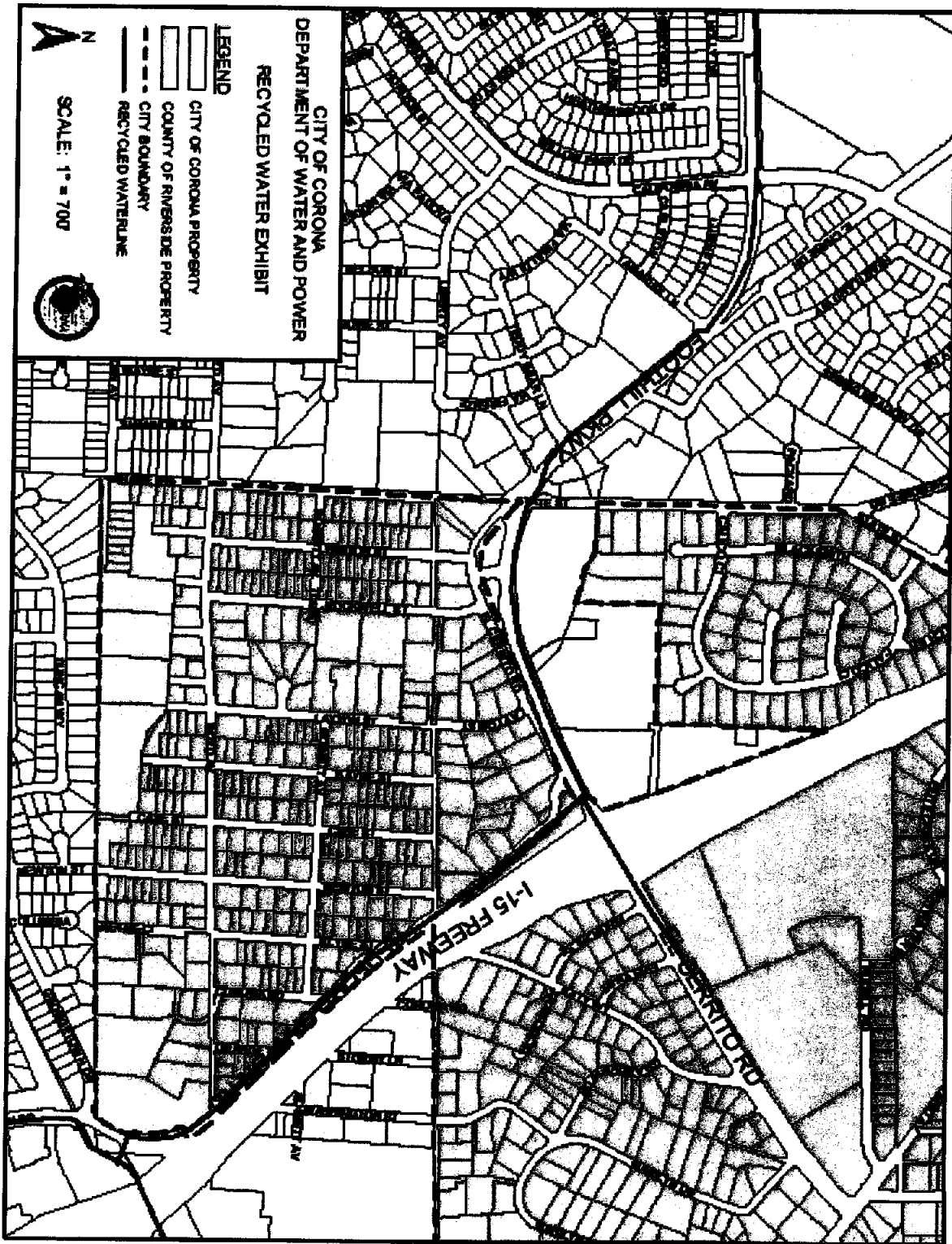
**APPROVED AS TO FORM:**

21  
22  
23 By:  7/26/10  
24 Agency Counsel **Michelle Clack**

By: \_\_\_\_\_  
City Counsel

**EXHIBIT A**

**LOCATION OF PROJECT**



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