

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

470



FROM: Economic Development Agency

SUBMITTAL DATE:
April 21, 2011

SUBJECT: Perris Valley Aquatic Center– Approval of Cooperative Agreement and Design-Build Short List

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a Public Hearing for the project in accordance with Health and Safety Code 33679;
2. Consent to the use of tax increments funds to pay for the project;
3. Adopt Resolution No. 2011-113, Approval of the Summary and Findings Related to Funding the Perris Valley Aquatic Center Project Using Tax Increment Funds;
4. Approve the short list selections for the Perris Valley Aquatic Center Project; (reference exhibit A – 1)

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	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

SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Capital Improvement Funds – Romoland Sub-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

FORM APPROVED COUNTY COUNSEL
BY: *MP* MARSHA L. VICTOR
DATE: 4/28/11
Departmental Concurrence

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

Prev. Agn. Ref.: 3/29/11 3.12; 4/12/11 3.12

District: 3,5

Agenda Number:

9.8

EXECUTIVE
OFFICE

11 APR 28 AM 9:06
COUNTY OF RIVERSIDE

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CLERK / BOARD OF SUPERVISORS
2011 APR 28 AM 10:02

5. Approve the Design-Build request for proposals (RFP) and authorize the Economic Development Agency (EDA) to issue the RFP to the short listed Design-Build Teams;
6. Approve the Cooperative Agreement between EDA and the Redevelopment Agency for the design and construction of the project;
7. Authorize the Chairman to execute the Cooperative Agreement; and
8. Authorize the Assistant County Executive Officer/EDA to take all other necessary actions to implement the Agreement including exercising authority under Policy B-11.

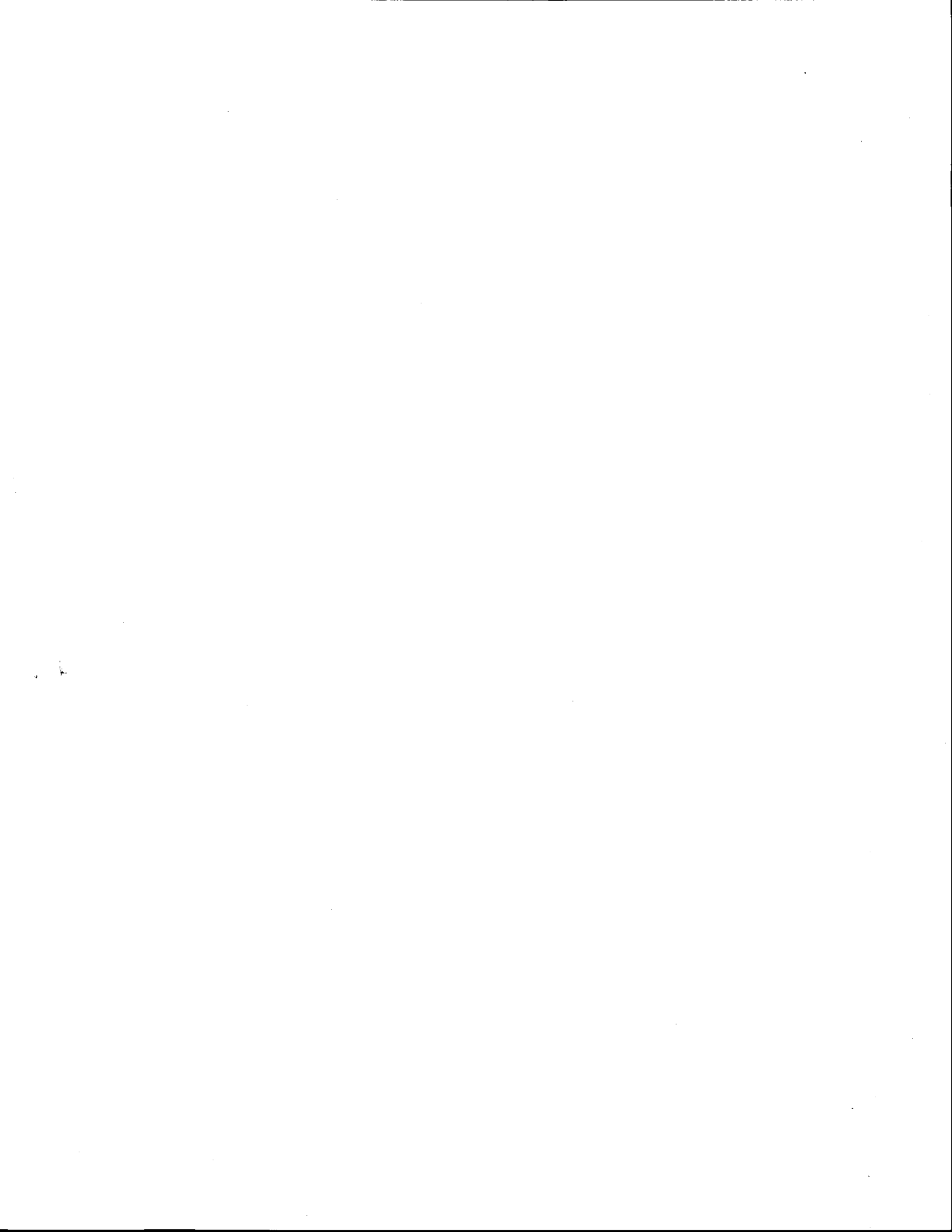
BACKGROUND:

On March 29, 2011, the Board of Supervisors consented to the use of Redevelopment funds for the Perris Valley Aquatic Center and made the appropriate findings. Also on that day, the Board of Directors for the Redevelopment Agency for the County of Riverside (RDA) approved the use of those Redevelopment funds for the design and construction of the proposed Perris Valley Aquatic Center Project.

Redevelopment funds will be used for the project designed and constructed by the Economic Development Agency (EDA) as prescribed in the attached Cooperative Agreement between EDA and RDA. \$450,000 is being allocated for project allowances; \$150,000 for unforeseen off site development issues, \$150,000 for unforeseen environmental issues, and \$150,000 for unknown soil conditions. These will be included in the design-build contract.

The California Environmental Quality Act (CEQA) Initial Study is currently being circulated and CEQA compliance will be approved prior to approval of the design-build contract.

Staff recommends that the Board approve the above items and conduct the Public Hearing so EDA can move forward with the project.



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3 **RESOLUTION NO. 2011-113**

4 **APPROVAL OF THE SUMMARY AND FINDINGS RELATED TO**
5 **THE FUNDING THE PERRIS VALLEY AQUATIC CENTER PROJECT USING TAX**
6 **INCREMENT FUNDS**

7
8 **(Fifth District)**
9

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

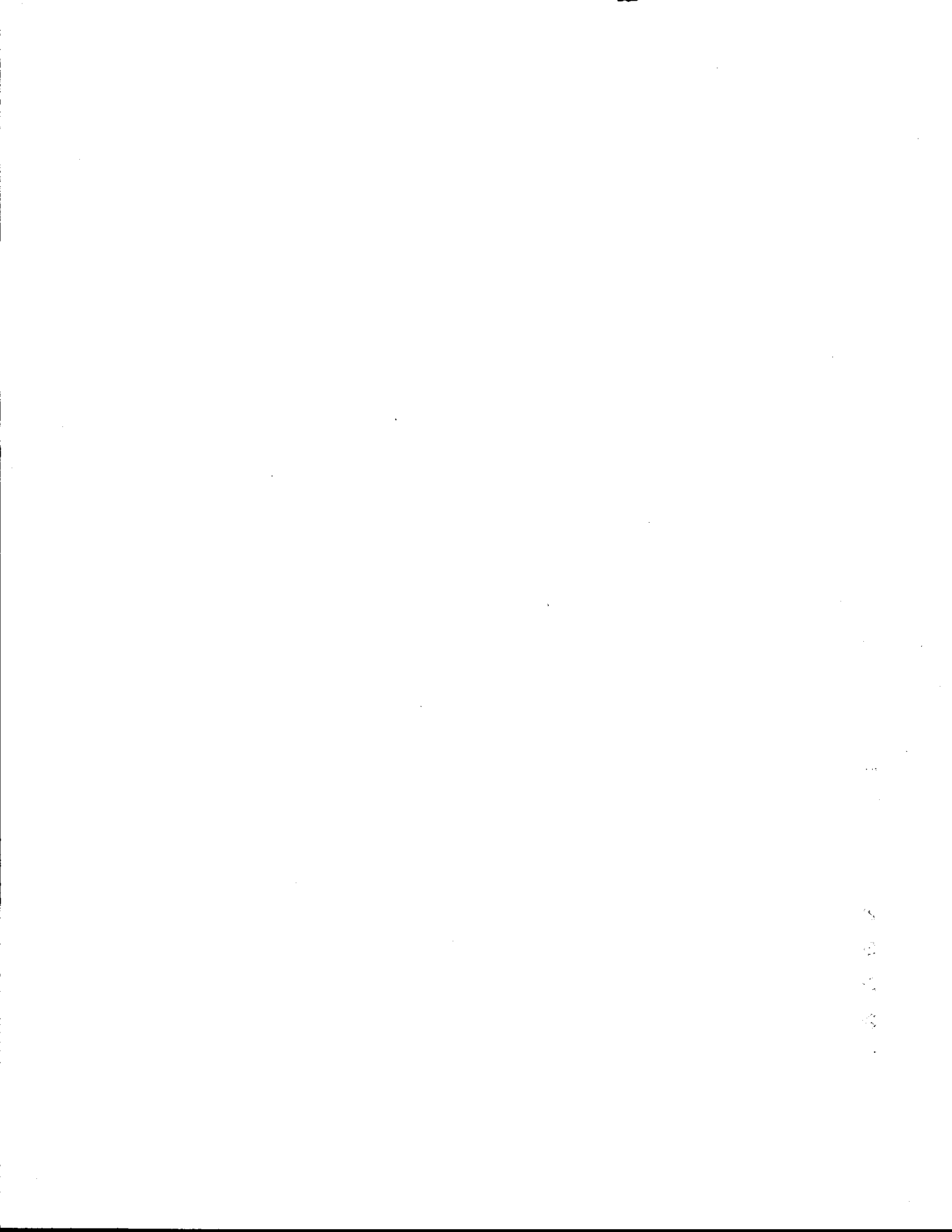
15 **WHEREAS**, Riverside County Board of Supervisors adopted Redevelopment
16 Plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert
17 Communities, and I-215 Corridor, as amended ("Project Areas");

18 **WHEREAS**, Health and Safety Code Section 33679 requires a public hearing to
19 be held to discuss the use of Redevelopment funds for this project;

20 **WHEREAS**, the proposed Perris Valley Aquatic Center (the "Project") is of
21 benefit to the I-215 Corridor Redevelopment Project Area;

22 **WHEREAS**, on March 29, 2011 the Board of Supervisors made findings
23 pursuant to Health and Safety Code Section 33445 stating the following:

- 24 a) There are no other reasonable means of financing the improvements
25 available in the community due to limited availability of public funds
26 because of the current downturn in the economy;
- 27 b) The proposed improvements will assist in the elimination of blighting
28 conditions within the Project Area by installing a state of the art



FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
DATE: 4/27/11
BY: KATHLEEN HILLIS

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recreational facility that will provide approximately 60 full time jobs when fully operational;

c) and is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490 which includes construction of recreational facilities;

WHEREAS, the cost to construct and complete the Project as further described in the Summary Report attached hereto as Exhibit A to this Resolution, will be funded with \$25,000,000 in tax increment funds; and

WHEREAS, pursuant to Health and Safety Code section 33679 a summary of the project and project funding have been provided in the Notice of public hearing.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, as follows:

1. That the Board of Supervisors hereby finds and declares that the above recitals are true and correct.

2. Consent to the appropriation of \$25,000,000 of Redevelopment Tax Increment Funds to the design and construction of the Perris Valley Aquatic Center Project.

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SUMMARY REPORT
PROPOSED PERRIS VALLEY AQUATIC CENTER PROJECT
(As required by Section 33679 of the Health and Safety Code - Community Redevelopment Law)

Project Description

This Project will consist of an approximately 11,000-square-foot administration and operations building, 220-275 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's water playground area, and three water slides with a recreational pool. A masonry block wall will be built along the eastern boundaries of the project. Tubular steel fencing will surround the facility. The facility will include grass areas for seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic areas with permanent shade structures and all necessary, related improvements. Sidewalk, curb and gutter will be installed on Trumble Road to Vista Rd and along Vista road the length of the project site.

The competition pool will operate year around and the balance of the site will operate seasonally from May to September and be open from 10 AM to 5 PM and be operated by Riverside County Parks and Open Space District (Parks). The food Service portion would be operated by Parks or another vendor and have 2 full time employees and serve approximately 150 persons per day of strictly 100% carry-out and 100% single service utensils. This Project will comply with County Policy H-29: Sustainable Building Policy which establishes the use of sustainable practices using Leadership in Energy and Environmental Design (LEED) criteria. A total of approximately 12 acres of the 22 acre parcel will be developed.

It will provide the residents of Romoland an opportunity for recreational activities that are essential to the redevelopment of the Project Area. The Project will assist in the elimination of economic blighting conditions within the I-215 Corridor Project Area by creating a large number of full-time jobs and fostering the economic development of the surrounding community of Romoland and the Cities of Perris and Menifee.

Project Site

The proposed project site would be located on Trumble and Vista Roads in Perris immediately north of the new Perris Valley Big League Dreams Facility Aquatic Center. The site would occupy the western 12 acres of the 22 acre parcel (APN 327-190-029). The Proposed Project site (hereinafter referred to as "Site") is located in the Community of Cabazon in the Cabazon Sub-Area of the Mid-County Redevelopment Project Area. The site is surrounded by vacant land to the north and residential housing to the east and EMWD to the west.

Project Cost

The total project cost is estimated at \$25,000,000. It is proposed that the Redevelopment Agency provide funding for the entire project and the Economic Development Agency is the entity that will be responsible for the project design and construction.



Findings

The following findings have been made pursuant to Section 33445 of the Health and Safety Code:

1. The proposed Aquatic Center is of benefit to the I-215 Corridor Redevelopment Project Area ("Project Area") as it will add new recreational facilities that will serve the Project Area;
2. There are no other reasonable means of financing the improvements is available in the community due to limited availability of public funds because of the current downturn in the economy; and
3. The proposed improvements will assist in the elimination of blighting conditions within the Project Area by installing a state of the art recreational facility that will provide approximately 60 full time jobs when fully operational, and is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490 which includes construction of recreational facilities.

Purpose

The proposed project meets the following goals of the Romoland sub-area of the I-215 Redevelopment Project Area:

1. The Site which is next to the Perris Valley Big League Dreams Sports Park is currently vacant. The addition of this project will provide much needed recreational amenities to the community as well as provide opportunities for competitive youth swimming and diving;
2. The development of the site will enhance the physical appearance and the effective use of the property in the Project Area by constructing a new beautifully landscaped site and attractive new buildings;
3. The development of the site will contribute to economic revitalization by providing up to 75 full time jobs and adding another recreational attraction that will contribute significantly to the economic growth of the surrounding community.



1 **COOPERATIVE AGREEMENT BY AND BETWEEN THE**
2 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
3 **AND THE COUNTY OF RIVERSIDE**
4 **FOR THE PERRIS VALLEY AQUATIC CENTER PROJECT**

5 **THIS AGREEMENT**, is entered into on this ____ day of _____, 2011 by and
6 between the Redevelopment Agency for the County of Riverside (hereinafter referred to as
7 "Agency") and the County of Riverside by and through its Economic Development Agency
8 (hereinafter referred to as "EDA") for the design and construction of the Perris Valley Aquatic
9 Center Project.

10 **WITNESSETH**

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

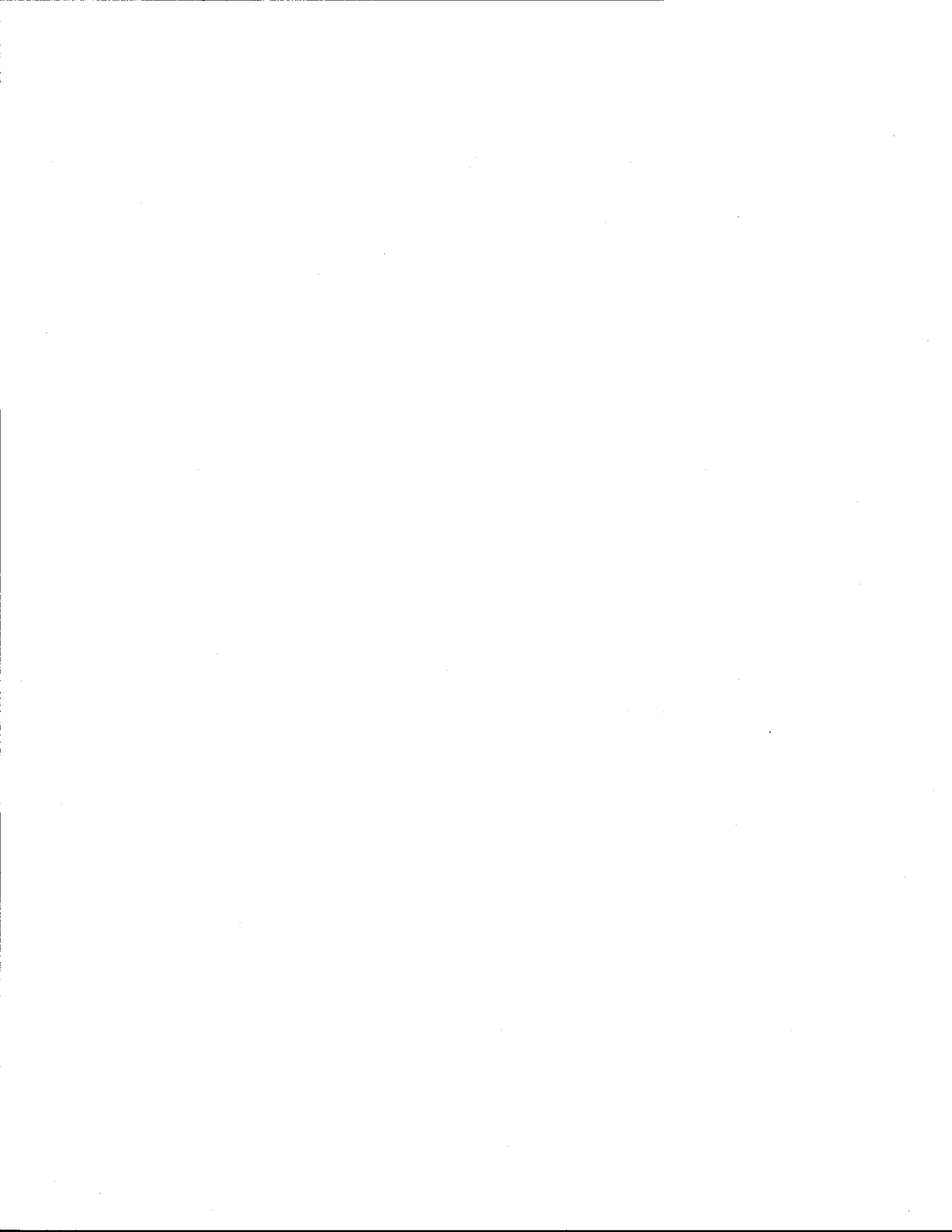
15 **WHEREAS**, Section 33445 of the California Health and Safety Code provides that a
16 redevelopment agency may pay all or part of the cost of the construction of any building, facility,
17 structure or other improvement which is to be publicly owned and is located within or outside of
18 a redevelopment project area upon making certain findings;

19 **WHEREAS**, Section 33220 of the Community Redevelopment Law permits the Agency
20 and EDA to cooperate and assist each other in certain redevelopment activities that are the
21 subject of this Agreement;

22 **WHEREAS**, the Agency and EDA have determined that there is a great need to provide
23 a recreational amenity such as an aquatic center in the Romoland sub-area of the I-215 Project
24 Area;

25 **WHEREAS**, the Perris Valley Aquatic Center Project (the "Project") will provide
26 needed recreational amenities and will eliminate blighting conditions within the Project Area;

27 **WHEREAS**, the Agency desires to have EDA perform and be responsible for all
28 necessary design and construction services for the construction of the Perris Valley Aquatic
Center; and



1 **WHEREAS**, Agency agrees to reimburse EDA for all costs and expenses for the Perris
2 Valley Aquatic Center, up to a maximum of Twenty-Five Million Dollars (\$25,000,000.00).

3 **NOW, THEREFORE**, the parties hereto do hereby agree as follows;

4 **SECTION 1. Purpose of the Agreement**. The purpose of this Agreement is to set forth
5 the terms and conditions by which the Agency will provide funding to assist with consulting
6 services for the design and construction of the Perris Valley Aquatic Center Project.

7 **SECTION 2. Location of the Project**. The project site is located on the 12 western
8 acres of the 22-acre parcel number 327-190-029, which lies on Trumble Road between Vista and
9 the Perris Valley Big League Dreams Sports Park in the Romoland sub-area of the I-215 Project
10 Area.

11 **SECTION 3. Scope of Services**. The work to be performed by EDA shall include
12 complete design and construction services to build an aquatics complex on approximately 12
13 acres of a 22-acre parcel as further described in the Project Description, which is attached hereto
14 and incorporated herein by this reference as Exhibit A. The architect and contractor will work
15 jointly to fulfill the role as a design-build team.

16 EDA shall be responsible for design and construction services and project management
17 services, including but not limited to, compliance with the requirements established for the use of
18 redevelopment funds as set forth in California Health and Safety Code Sections 33000 et seq.,
19 the California Environmental Quality Act ("CEQA"), public works project construction
20 management requirements, as well as, all applicable federal, state and local laws, rules, and
21 regulations.

22 **SECTION 4. Disbursement of Funds**. Agency shall reimburse EDA for the actual
23 cost of the design and construction of the improvements in the amount not to exceed Twenty-
24 Five Million dollars (\$25,000,000) for the Perris Valley Aquatic Center Project. Said amount
25 shall be the maximum amount paid to EDA for the Project and shall include, but is not limited to,
26 all of EDA's charges for complete consultant design services and contractor services.

27 EDA will be reimbursed upon completion of the project. One invoice will be submitted to
28 the Agency, once all costs have been identified with supporting back-up documentation.

1 **SECTION 5. County and Other Governmental Agency Permits.** EDA agrees to
2 obtain, secure or cause to be secured any, and all permits and/or clearances, which may be
3 required by the County of Riverside, or any other federal, state or local governmental or
4 regulatory agency relating to the construction, operation and maintenance of the Project.

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

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8 **Agency:** Tony Resendez, Project Manager
 Redevelopment Agency for the County of Riverside
9 3403 Tenth Street, Ste. 500, Riverside, CA 92501
 (951) 955-8916 Phone

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11 **EDA:** Andy Frost, Project Manager
 Economic Development Agency
12 3403 Tenth Street, Ste. 500, Riverside, CA 92501
 (951) 955-6619 Phone

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

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

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



1 **SECTION 10. Indemnification.** Except as to any legal challenge or claim brought
2 by any person or entity, questioning the use of redevelopment funds, for the purposes set forth
3 herein that is the subject of this Agreement: (i) EDA shall indemnify and hold Agency, its
4 officers, agents and employees, free and harmless from liability to any person or entity not a
5 party to this Agreement from any damage, loss or injury to person and/or property, which
6 primarily relates to, or arises from, the negligence or willful misconduct of the EDA, its officers,
7 agents, or employees in the execution or implementation of this Agreement; (ii) Agency shall
8 indemnify and hold EDA, its officers, agents, or employees free and harmless from any person or
9 entity not a party to this Agreement, from any damage, loss, or injury to person and/or property,
10 which primarily relates to, or arises from, the negligence or willful misconduct of Agency, it's
11 officers, agents, or employees, in the execution or implementation of this Agreement.

12 **SECTION 11. Insurance.** EDA shall cause EDA's contractor/consultant to maintain in
13 force, until completion and acceptance of the Perris Valley Aquatic Center Project construction
14 contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury
15 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
16 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
17 Endorsements to each policy shall be required which name the Agency, its officers, directors,
18 officials, agents and employees as additionally insured. EDA shall also require EDA's
19 contractors/consultant to maintain Worker's Compensation Insurance. EDA shall provide
20 Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of
21 this section, to Agency prior to start of construction.

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

25 **SECTION 13. Time Limit.** EDA shall complete the work that is the subject of this
26 Agreement within a period of twenty-four (24) months after the date of execution of this
27 Agreement. In the event said twenty-four (24) month period expires prior to the completion of
28 the work, the terms of this Agreement may be extended, upon written consent of both parties.



1 Nothing in this Section shall be deemed a waiver of any or all claims or other actions by either
2 party, in regard to any breach of this Agreement.

3 **SECTION 14. Entire Agreement.** This Agreement is intended by the Parties hereto as
4 a final expression of their understanding with respect to the subject matter hereof and as a
5 complete and exclusive statement of the terms and conditions thereof and supersedes any, and all
6 prior and contemporaneous agreements and understandings, oral or written, in connection
7 therewith. Any amounts to, or clarification necessary to this Agreement, shall be in writing and
8 acknowledged by all parties to the Agreement.

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

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

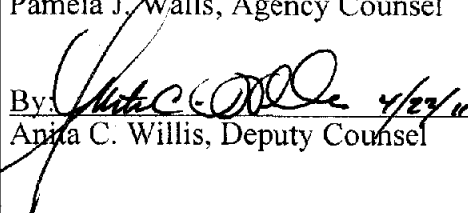
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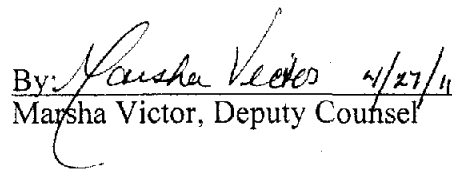
6 _____
7 Bob Buster, Chairman
8 Board of Directors

Bob Buster, Chairman
Board of Supervisors

9 APPROVED AS TO FORM:
10 Pamela J. Walls, Agency Counsel

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

11 By:  4/24/11
12 Anita C. Willis, Deputy Counsel

By:  4/27/11
Marsha Victor, Deputy Counsel

13
14 **ATTEST:**
15 **KECIA HARPER-IHEM**
16 **CLERK OF THE BOARD**

17 By: _____
18 Deputy

