

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

181



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Funding Agreement between Jurupa Area Recreation and Park District (JARP) and the Redevelopment Agency for the Acquisition of Park and Open Space Land

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

1. Make the following findings pursuant to Health and Safety Code Section 33445.1:
  - a. This funding agreement is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing funding assistance to JARP for the acquisition of natural habitat and open space land for the purpose of providing recreational opportunities to surrounding community and will be owned, maintained and operated by JARP, a public entity;

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY *Samuel Wong*  
 SAMUEL WONG  
 Department Controller  
 FORM APPROVED COUNTY COUNSEL  
 ANITA C. WILLIS  
 6-14-11

REVIEWED BY CIP  
*Christopher Hans*  
 Christopher Hans  
 (continued)

Robert Field  
 Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 197,577	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 SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Jurupa Valley Redevelopment Capital Improvement Project Funds	<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:   
 County Executive Office Signature  
 Jennifer L. Sargent

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

**RECOMMENDED MOTION:** (Continued)

- b. No other reasonable means of financing 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;
  - 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 providing assistance in the acquisition of land for the recreational purposes;
  - d. The acquisition of land that is publicly owned is provided for and is consistent with the redevelopment and implementation plan;
2. Approve and authorize the Chairman of the Board to execute the attached funding agreement in the amount of \$197,577 in redevelopment funds; and
  3. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to administer the funding agreement.

**BACKGROUND:** The Redevelopment Agency (RDA) has been working with the Jurupa Area Recreation and Parks District (JARP) to assist in acquiring habitat and open space lands for the purpose of providing recreational opportunities to surrounding communities. JARP has received notification from the Riverside County Tax Collector's Office their request to purchase 162.72 acres of property as a Chapter 8 Defaulted Tax Purchase has been approved. The purchase price for this property, which includes past due property taxes, interest, and penalty payments is \$197,577. The property is located within the Jurupa Area Plan of the Western Riverside County Multiple Species Habitat Conservation Plan and is primarily comprised of coastal sage scrub plant. The property will be used for habitat conservation and open space recreational opportunities on multi-use trails such as walking, hiking, biking and equestrian uses.

Health and Safety Code Section 33445.1 provides that the Redevelopment Agency may pay for all or a part of the value of the land and the cost of the installation and construction of any building facility structure, or other improvement that is publicly owned and is located outside and not contiguous to the project area, if the legislative body determines that such improvements would be of benefit to the project area and that no other reasonable means of financing such improvements is available to the community. The purchase and development of such property will accommodate the existing and future recreational needs of Jurupa Project Area and surrounding communities. Providing adequate recreational facilities provides a place for families to experience outdoor activities in close proximity to their communities where such opportunities currently do not exist. It also assists in eliminating potential criminal activities such as vandalism, theft, graffiti and other illegal activities, by providing an avenue for alternative recreational and family centered activities in a nature-filled environment.

RDA staff recommends that the Board make the aforementioned findings, approve the funding agreement, and authorize the Executive Director, or designee, of the Redevelopment Agency to execute and take all necessary steps to administer the funding agreement.

1                                **FUNDING AGREEMENT BY AND BETWEEN THE**  
2                                **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND THE**  
3                                **JURUPA AREA RECREATION AND PARK DISTRICT FOR**  
4                                **THE JURUPA OPEN SPACE ACQUISITION PROJECT**

4            **THIS FUNDING AGREEMENT**, hereinafter AGREEMENT is entered into on this  
5            \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Redevelopment Agency  
6            for the County of Riverside, a public body corporate and politic in the State of  
7            California, hereinafter AGENCY, and the Jurupa Area Recreation and Park District,  
8            hereinafter PARK DISTRICT, hereinafter collectively referred to as the Parties.

9    **WITNESSETH**

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

14           **WHEREAS**, AGENCY has adopted by Ordinance No. 763, on July 9, 1996, a  
15           redevelopment plan for the Jurupa Valley Redevelopment Project Area (hereinafter  
16           "PROJECT AREA"); and

17           **WHEREAS**, the Jurupa Valley Redevelopment Plan (hereinafter "PLAN") was  
18           adopted in order to eliminate blight and revitalize the substandard physical and  
19           economic conditions that exist within the PROJECT AREA; and

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

23           **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code  
24           a redevelopment agency may cause, provide to undertake or make provisions with  
25           other agencies for the installation, or construction of streets, utilities, parks,  
26           playgrounds, and other public improvements necessary for carrying out the PROJECT  
27           AREA'S PLAN;

28           ///

1           **WHEREAS**, pursuant to Section 33445.1 of the California Health and Safety  
2 Code, upon specific findings, a redevelopment agency may, with the consent of the  
3 legislative body, pay all or a part of the value of the land for the purpose of providing  
4 recreational opportunities to surrounding community residents that is publicly owned  
5 outside the PROJECT AREA;

6           **WHEREAS**, AGENCY has been working with the Jurupa Area Recreation and  
7 Parks Districts to provide recreational opportunities within the Jurupa Valley  
8 Redevelopment Amendment Area of the PROJECT AREA; and

9           **WHEREAS**, the Jurupa Area Recreation and Park District has found suitable  
10 land for natural habitat conservation and open space on the Jurupa Mountain, which is  
11 located outside the PROJECT AREA, and will provide recreational opportunities to  
12 residents within the PROJECT AREA and surrounding communities; and

13           **WHEREAS**, AGENCY and the PARK DISTRICT have determined that there is a  
14 great need for providing open space and recreational opportunities to surrounding  
15 communities (hereinafter the "PROJECT"); and

16           **WHEREAS**, the acquisition of such property will provide natural habitat  
17 conservation, open space, and recreational opportunities to the surrounding  
18 communities; and

19           **WHEREAS**, by providing such services will benefit the PROJECT AREA; and

20           **WHEREAS**, the AGENCY agrees to provide the PARK DISTRICT with financial  
21 assistance for the acquisition of the lands.

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

24           **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is  
25 to set forth the term and conditions by which AGENCY will assist in funding such  
26 property to PARK DISTRICT for the PARK DISTRICT'S actual costs associated with  
27 the acquisition of the land.

28 ///

1           **SECTION 2. Location of the Project.** The PROJECT is located near the  
2 PROJECT AREA at the peak of the Jurupa Mountain, APN 174-020-001, in the  
3 unincorporated community of Jurupa, as more specifically detailed in Exhibit A, which  
4 is attached hereto and made a part hereof by this reference.

5           **SECTION 3. Scope of Work.** The PARK DISTRICT will acquire, Assessor  
6 Parcel Number 174-020-001, for the purpose of providing natural habitat conservation,  
7 open space, and recreational opportunities to the surrounding communities and will be  
8 fully responsible for the operation and maintenance of such property. The PARK  
9 DISTRICT will transfer all contaminated property known as the string fellow acid pits to  
10 the State Department of Toxic Substance Control within six (6) months of execution of  
11 this Agreement and record a lot line adjustment deleting any and all contaminated  
12 property from ownership by PARK DISTRICT. The Redevelopment Agency for the  
13 County of Riverside is only acting as a provider of funds and shall not take title of such  
14 property. Prior to payment or disbursement of any funds, JARPD shall provide proof of  
15 a recorded lot line adjustment delineating the new property lines deleting any and all  
16 contaminated property from ownership by JARPD and must have an approved park  
17 plan in place. The PARK DISTRICT covenants to dedicate and use the remaining  
18 property for park purposes only.

19           **SECTION 3. Payment.** AGENCY shall provide assistance of funds to the  
20 PARK DISTRICT for the acquisition of Assessor's Parcel Number 174-020-001, in an  
21 amount not-to-exceed One Hundred Ninety-Seven Thousand, Five Hundred Seventy-  
22 Seven Dollars (\$197,577), which shall constitute the full and complete financial  
23 obligation of the AGENCY. Said amount shall include, but is not limited to, all of PARK  
24 DISTRICT fees and charges of acquisition of such property. Prior to payment or  
25 disbursement of any funds, JARPD shall provide proof of a recorded lot line adjustment  
26 delineating the new property lines deleting any and all contaminated property from  
27 ownership by JARPD and must have an approved park plan in place.

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

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

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

10 **AGENCY:** Gloria Perez, Regional Manager  
11 Redevelopment Agency for the County of Riverside  
12 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
13 Riverside, CA 92501  
(951)955-9056

14 **PARK DISTRICT:** Jurupa Area Recreation and Park District  
15 4810 Pedley Road  
16 Riverside, CA 92509  
17 Attn: Dan Rodriguez, General Manager  
(951)361-2090

18 **SECTION 6. Conflict of Interest.** No member, official, or employee of  
19 AGENCY or PARK DISTRICT shall have any personal interest, direct or indirect, in this  
20 AGREEMENT, nor shall any such member, official, or employee participate in any  
21 decision relating to this AGREEMENT, which affects his or her personal interests or the  
22 interests of any corporation, partnership, or association in which he or she is directly or  
23 indirectly interested.

24 **SECTION 7. Interpretation and Governing Law.** This AGREEMENT and any  
25 dispute arising there under shall be governed and interpreted in accordance with the  
26 laws of the State of California. This AGREEMENT shall be construed as a whole  
27 according to its fair language and common meaning to achieve the objectives and  
28

1 purposes of the Parties hereto, and the rule of construction to the effect that  
2 ambiguities are to be resolved against the drafting party shall not be employed in  
3 interpreting this AGREEMENT, all parties having been represented by counsel in the  
4 negotiation and preparation hereof.

5 **SECTION 8. No Third-Party Beneficiaries.** This AGREEMENT is made and  
6 entered into for the sole protection and benefit of the Parties hereto. No other person  
7 or entity shall have any right of action based upon the provisions of this AGREEMENT.

8 **SECTION 9. Indemnification.** PARK DISTRICT shall indemnify and hold the  
9 AGENCY, and its Board of Directors, employees, officers, managers, and agents  
10 harmless from any and all loss, damage, claim for damage, liability, expense or cost,  
11 including attorney's fees, which arises out of, or is related to, or is in any manner  
12 connected with, the performance of work, activities, operations or duties of PARK  
13 DISTRICT, its construction contractor, or anyone employed by, or working under PARK  
14 DISTRICT, or its construction contractor, for services rendered to PARK DISTRICT in  
15 the performance of this AGREEMENT, notwithstanding that the AGENCY may have  
16 benefited from their services. This indemnification provision shall apply to any acts or  
17 omissions, willful misconduct, or negligent conduct, whether active or passive, on the  
18 part of PARK DISTRICT or of anyone employed by, retained by, or working under  
19 PARK DISTRICT. The parties expressly agree that this Section shall survive the  
20 expiration or early termination of the AGREEMENT.

21 **SECTION 10. Insurance.** PARK DISTRICT shall cause PARK DISTRICT'S  
22 Contractor/Consultant to maintain in force, until completion and acceptance of the  
23 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily  
24 Injury Liability and Property Damage Liability; in the amount of \$2,000,000 minimum  
25 single limit coverage, and a policy of Automobile Liability Insurance in the amount of  
26 \$1,000,000 minimum. Endorsement to each policy shall be required which name the  
27 AGENCY, its officers, directors, officials, agents, and employees as additionally insured  
28 PARK DISTRICT shall also require PARK DISTRICT's Contractors/ Consultant to

1 maintain Worker's Compensation Insurance. PARK DISTRICT shall provide  
2 Certificates of Insurance and Additional Insured Endorsements, which meet the  
3 requirements of this section to AGENCY prior to start of construction.

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

15 **SECTION 13. Amendments to the AGREEMENT.** This AGREEMENT shall  
16 not be amended unless mutually agreed upon by and between the parties and shall be  
17 incorporated in written amendments to this AGREEMENT.

18 **SECTION 14. Successors and Assigns.** This AGREEMENT shall inure to the  
19 benefit of, and be binding upon, the successors, executors, administrators, legal  
20 representatives, and assigns of the Parties hereto.

21 **SECTION 15. Termination by AGENCY.** AGENCY shall have the right to  
22 terminate this AGREEMENT in the event PARK DISTRICT fails to perform, keep or  
23 observe any of its duties or obligations hereunder; provided however, that PARK  
24 DISTRICT shall have thirty (30) days, in which to correct such breach or default after  
25 written notice thereof has been served on it by AGENCY.

26 **SECTION 16. Termination by PARK DISTRICT.** PARK DISTRICT shall have  
27 the right to terminate this AGREEMENT in the event AGENCY fails to perform, keep or  
28 observe any of its other duties or obligations hereunder; provided however, that



1 AGENCY shall have thirty (30) days, in which to correct such breach or default after  
2 written notice thereof has been served on it by PARK DISTRICT.

3 **SECTION 17. Independent Contractor.** PARK DISTRICT and its agents,  
4 servants, employees, and subcontractors shall act at all times in an independent  
5 capacity. PARK DISTRICT during the term of this AGREEMENT, and shall not act as  
6 and shall not be, nor shall they in any manner be construed to be agents, officers or  
7 employees of AGENCY, and further PARK DISTRICT, its agents, servants, employees,  
8 and subcontractors, shall not in any manner incur or have the power to incur any debt,  
9 obligation, or liability against the AGENCY.

10 **SECTION 18. Jurisdiction and Venue.** Any action at law or inequity arising  
11 under this AGREEMENT or brought by a party hereto for the purpose of enforcing  
12 construing or determining the validity of any provision of this AGREEMENT shall be  
13 filed in Riverside County, and the parties hereto waive all provisions of law providing for  
14 the filing, removal, or change of venue to any other court of jurisdiction.

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

18 **SECTION 20. Waiver.** Failure by a party to insist upon the strict performance  
19 of any of the provisions of this AGREEMENT by the other party, or failure by a party to  
20 exercise its rights upon the default of the other party, shall not constitute a waiver of  
21 such party's right to insist and demand strict compliance by the other party with the  
22 terms of this AGREEMENT thereafter.

23 **SECTION 21. Authority to Execute.** The persons executing this  
24 AGREEMENT or exhibits attached hereto on behalf of the parties to this AGREEMENT  
25 hereby represent that they have the authority to bind the respective parties to this  
26 AGREEMENT to the performance of its obligations hereunder.

1           **SECTION 22. Assignment.** PARK DISTRICT shall not assign or transfer in  
2 any other form with respect to this AGREEMENT without the prior written approval of  
3 the AGENCY.

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

6  
7 **REDEVELOPMENT AGENCY**  
8 **FOR THE COUNTY OF RIVERSIDE**

**JURUPA AREA RECREATION AND**  
**PARK DISTRICT**

9  
10  
11 \_\_\_\_\_  
12 Bob Buster, Chairman  
13 Board of Directors

\_\_\_\_\_

Dan Rodriguez  
General Manager

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

17  
18 \_\_\_\_\_  
19 Deputy

20 **APPROVED AS TO FORM:**  
21 Pamela J. Walls  
22 Agency Counsel

23   
24 \_\_\_\_\_  
25 Arita C. Willis, Deputy

26  
27 S:\RDACOM\FORMS 11\IN PROCESS\ATTACHMENTS\Funding Agreement- Jurupa Area Recreation & Park District (F11  
10466\_10467).docx