

719



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

FROM: Redevelopment Agency

SUBMITTAL DATE:
July 15, 2010

SUBJECT: El Cerrito Sports Park Project – Funding Agreement

RECOMMENDED MOTION: That the Board of Directors:

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
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,250,000	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

SOURCE OF FUNDS: Project Area 1-1986 Redevelopment Capital Improvement Funds, El Cerrito 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

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 10, 2010
xc: RDA, EDA, CIP

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

(Comp. Item 3.25)

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

District: 2

Agenda Number:

4.1

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 7/26/10

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

Departmental Concurrence

Reviewed by
CIP TEAM
DEAN DENNIS

RECOMMENDED MOTION: (Continued)

2. Approve and authorize the Chairman of the Board to execute the attached Funding Agreement in the amount of \$1,250,000 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: On October 7, 2008, the Board of Directors (Board) 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 make the aforementioned findings, approve the Funding Agreement, and authorize the Executive Director, or designee, of the Redevelopment to execute and take all necessary steps to administer the Funding Agreement.

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010

Office Box 1147, Riverside, Ca 92502-1147

1 Thank you

FUNDING AGREEMENT

2

BY AND BETWEEN THE

3

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

4

AND THE CITY OF CORONA

5

FOR THE RECLAIMED WATER LINE PROJECT

6

7

THIS FUNDING AGREEMENT, hereinafter AGREEMENT is entered into on this

8

18th day of August, 2010, by and between the Redevelopment Agency for the

9

County of Riverside, a public body corporate and politic in the State of California,

10

hereinafter AGENCY, and the City of Corona, a California Municipal Corporation,

11

hereinafter CITY, 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

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California Health and Safety Code (commencing with Section 33000 et seq.);

17

WHEREAS, the Riverside County Board of Supervisors adopted a

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redevelopment plan for the 1-1986 Redevelopment Project Area, (hereinafter PROJECT

19

AREA), and

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WHEREAS, the redevelopment plan for the PROJECT AREA (hereinafter

21

PLAN) was adopted in order to eliminate blight and revitalize the substandard

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physical and economic conditions that exist within the PROJECT AREA;

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WHEREAS, pursuant to Section 33125 of the California Health and Safety Code,

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the AGENCY is authorized to make and execute contracts and other instruments

25

necessary or convenient to the exercise of its powers;

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WHEREAS, pursuant to Section 33421 of the California Health and Safety Code

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a redevelopment agency may cause, provide to undertake or make provision with other

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agencies for the installation, or construction of streets, utilities, parks, playgrounds and

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 10th Street, 4th Floor,
14 Riverside, CA 92501
15 (951) 955-5737

16 **CITY:**
17 City or 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

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

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: Marion Ashley
14 Marion Ashley
15 Chairman, Board of Directors

12
13 By: Karen Spiegel
14 Karen Spiegel
15 Mayor

16 **ATTEST:**

ATTEST:

17
18 By: Kecia Harper-Ihem **DEPUTY**
19 Kecia Harper-Ihem, Clerk of the Board

17
18 By: Jan Baker

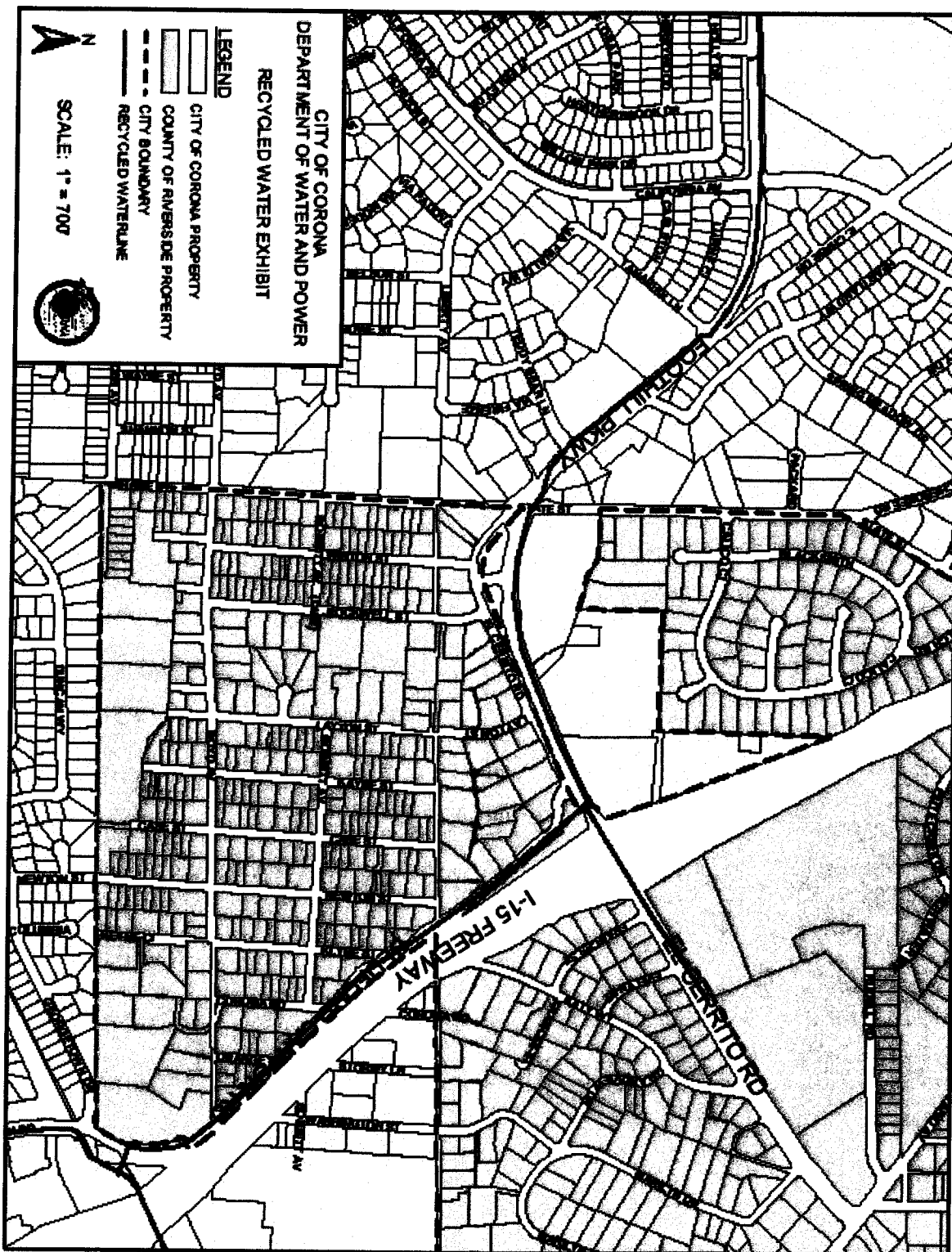
20 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

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

22
23 By: Ben York
24 City Counsel

EXHIBIT A
LOCATION OF PROJECT



1 EXHIBIT B

2 SCOPE OF WORK

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4 **Project description:** The work to be performed by the CITY includes the construction,
5 construction management, and construction inspection for the installation of
6 approximately seven thousand seven hundred ninety five linear feet of reclaimed water
7 line improvements, along El Cerrito Rd/Foothill Pkwy from Bedford Canyon to California
8 Avenue.

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10 CITY will oversee and/or perform the following tasks:

- 11 Construction
- 12 Construction Engineering
- 13 Soils Testing
- 14 Inspection
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