

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

434 C



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

January 20, 2011

**SUBJECT:** Temescal Valley Regional Sports Park – Findings and Consent to Payment

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

1. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a) The Temescal Valley Sports Park Project is of benefit to the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area by assisting in the elimination of physical and economic blighting conditions in the vicinity of the El Cerrito/Temescal Canyon Sub-Area by providing a new sports park facility;
  - b) No other reasonable means of financing the project are available to the community due to the fact that the current economic crises 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 construction of park and recreational facilities;

(Continued)

Reviewed by  
CPA  
Christopher Hans

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 11,430,527	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:** 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area 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 L. Sargent*

County Executive Office Signature Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Tavaglione 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: February 8, 2011  
 xc: EDA, RDA, Auditor, CIP,

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

(Comp. Item 4.1)

**Prev. Agn. Ref.:** 3.21, 12/18/11; 3.22, 9/14/10; 9.6, 1/9/10

**District:** 1

**Agenda Number:** 3.18

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Samuel Wong* 1/27/11  
SAMUEL WONG  
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
1-27-11  
DATE  
ANITA C. WILLIS  
Departmental Concurrence

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

**RECOMMENDED MOTION:** (Continued)

2. Adopt Resolution No. 2011-023 consenting to the expenditure of Redevelopment funds for the project;
3. Consent to the expenditure of Redevelopment funds for the project; and
4. Approve and authorize the Chairman of the Board to execute the attached agreement between the Redevelopment Agency for the County of Riverside and the County on behalf of County Service Area 152B, providing \$532,394 in redevelopment funds for the design of the Temescal Canyon Road Improvement Project, a separate but related project.

**BACKGROUND:** On December 18, 2007, item 3.21, the County of Riverside on behalf of County Service Area 152 B (CSA 152B) entered into an agreement with David Evan's and Associates to provide landscape, architectural, and engineering design services for the Temescal Valley Regional Sports Park Project. The Redevelopment Agency for the County of Riverside is proposing to reimburse CSA 152 B for the landscape, architectural, and engineering design development services.

Health and Safety Code Section 33445 provides that the Redevelopment Agency may pay for the design development of publicly owned facilities, either within or outside the Project Area, if a finding is made that such improvements would be of benefit to the Project Area and that no other reasonable means of financing such construction is available to the community. The location of the sports park is one and half miles from the southern boundary of the El Cerrito/Temescal Canyon Sub-Area.

The development of the sports park facility will assist in eliminating physical and economic blighting conditions within the El Cerrito/Temescal Canyon Sub-Area. The sports park will accommodate the existing and future recreational needs of the El Cerrito/Temescal Canyon Sub-Area and surrounding community.

The attached agreement between the Redevelopment Agency and County of Riverside on behalf of CSA 152 B is proposing to reimburse CSA 152 B a total of \$532,394 in 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area for landscape, architectural, engineering design services, and environmental services that included the Multi Species Habitat Conservation Plan fees for the Temescal Valley Regional Sports Park Project. County Council has approved the agreement as to form.

On September 14, 2010, the Board approved the plans and specifications for the Temescal Valley Regional Sports Park and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on January 13 and 20, 2011, and was advertised on the Riverside County Economic Development Agency website. A mandatory job walk is scheduled to be held on January 27, 2010 at 9:00am. All bids are due at the Clerk of the Board by 10:00am on February 10, 2011. The construction agreement will be awarded to the lowest responsive and responsible bidder following review and approval of the bid submittals and contract by County Counsel. Staff has programmed a total project budget in the amount of \$10,898,133.

(Continued)

**BACKGROUND:** (Continued)

Agency staff recommends that the Board make the aforementioned findings, adopt Resolution No. 2011-023, authorize the Chairman of the Board to execute the attached agreement between the Redevelopment Agency for the County of Riverside and County Service Area 152B, and consent to the expenditure of redevelopment funds for the project.

Attached:     Reimbursement Agreement  
                  Resolution No. 2011-023

2  
3 **RESOLUTION NO. 2011-023**  
4 **CONSENT TO REDEVELOPMENT AGENCY PROVIDING FUNDS FOR THE**  
5 **DESIGN OF TEMESCAL VALLEY REGIONAL SPORTS PARK PROJECT**

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

11 **WHEREAS**, the Riverside County Board of Supervisors adopted by Ordinance  
12 No. 800, on December 14, 1999, a redevelopment plan for the El Cerrito/Temescal  
13 Canyon Sub-Area of the 1-1986 (hereinafter the “PROJECT AREA”);

14 **WHEREAS**, the 1-1986 Redevelopment Plan (hereinafter “1-1986 PLAN”) was  
15 adopted in order to eliminate blight and revitalize the substandard physical and  
16 economic conditions that exist within the PROJECT AREA;

17 **WHEREAS**, pursuant to Section 33445.1(a) of the Health and Safety Code, the  
18 Agency may, with the consent of the legislative body, pay all or a part of the value of  
19 the land for and the cost of the installation and design of any building, facility, structure,  
20 or other improvement that is publicly owned and is located outside and not contiguous  
21 to the project area, but within the community upon certain findings;

22 **WHEREAS**, the Property is located one and half miles outside the El  
23 Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area  
24 (hereinafter the “PROJECT AREA”); and

25 **WHEREAS**, the Board of Supervisors has duly considered all conditions of the  
26 proposed cost for the design and construction of the Project and believes that the  
27 payment by the Agency of all or part of the cost of the Project’s design and construction  
28 is in the best interest of the County and the health, safety, and welfare of its residents.

1           **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of  
2 Supervisors for the County of Riverside, State of California, in regular session on  
3 February 8, , as follows:

- 4           1. That the above recitals are true, correct, and incorporated herein by  
5           reference.
- 6           2. That the design and construction of the Project is of primary benefit to the  
7           Redevelopment Project Area because the facility will improve the level of  
8           recreational services within the project area.
- 9           3. That the reimbursement of the design cost and payment for the construction  
10           of the Project, including landscape, architectural, design, and engineering  
11           costs, as well as related environmental fees, benefits the Redevelopment  
12           Project Area by helping to eliminate blight within the Redevelopment Project  
13           Area by providing a new recreational facility.
- 14           4. That no other reasonable means of financing the design and construction of  
15           the Project is available to the community, including, but not limited to,  
16           general obligation bonds, revenue bonds, special assessment bonds, or  
17           bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982  
18           because the current economic crisis has substantially reduced the  
19           community's revenues and priority of commitments of other public funding  
20           sources.
- 21           5. That the payment for construction and reimbursement of design costs for the  
22           Project is consistent with the implementation plan adopted pursuant to  
23           Section 33490 because it will eliminate physical and economic blight and  
24           construct a new sports park facility that will benefit the project area.
- 25           6. That the payment for construction and reimbursement of the design costs for  
26           the Project is provided for in the redevelopment plan, which calls for  
27           buildings, facilities, structures, or other improvements that benefit the project  
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1 area and no other reasonable means of financing is available to the  
2 community.

3 7. That it consents to the Redevelopment Agency for the County of Riverside  
4 providing payment for construction and reimbursement of design cost for the  
5 Project.

6 ///

ROLL CALL:

7 ///

Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley

8 ///

Nays: None

9 ///

Absent: None

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The foregoing is certified to be a true copy of a resolution duly  
11 adopted by said Board of Supervisors on the date therein set forth.

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KECIA HARPER-IHEM, Clerk of said Board

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

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FORM APPROVED COUNTY COUNSEL

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BY:  ANITA C. WILLIS DATE 1-26-11

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1 **AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY**  
2 **FOR THE COUNTY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE ON**  
3 **BEHALF OF COUNTY SERVICE AREA (CSA) 152 FOR THE REIMBURSEMENT OF**  
4 **DESIGN COST FOR TEMESCAL VALLEY REGIONAL SPORTS PARK**

4 **THIS AGREEMENT**, is entered on this 2<sup>nd</sup> day of February, 2011, by  
5 and between the Redevelopment Agency for the County of Riverside (hereinafter  
6 referred to as "Agency") and the County of Riverside on behalf of County Service Area  
7 152B (hereinafter referred to as "CSA 152B" for the reimbursement of the design cost  
8 for the Temescal Valley Regional Sports Park (hereinafter referred to as "PROJECT")  
9 located in the El Cerrito/Temescal Canyon Project Area, of the unincorporated  
10 community of Temescal Valley in Riverside County.

11 **WITNESSETH**

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

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

22 **WHEREAS**, the Riverside County Board of Supervisors Adopted, by Ordinance  
23 No. 800, on December 21, 1999, a redevelopment plan for an area within the County  
24 known as the Redevelopment Project Area 1-1986 (hereinafter referred to as "Project  
25 Area"), and

26 **WHEREAS**, the Project Area was adopted in order to eliminate blight and  
27 revitalize the substandard physical and economic conditions that exist within the  
28 Project Area; and

1           **WHEREAS**, Section 33220 of the Community Redevelopment Law permits  
2 Agency and COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B to cooperate and  
3 assist each other in certain redevelopment activites that are the subject of this  
4 Agreement; and

5           WHEREAS, Agency and Design have determined that there is a need for  
6 “PROJECT,” which will accommodate existing and future recreational needs of the El  
7 Cerrito/Temescal Canyon Project Area; and

8           WHEREAS, the Agency agrees to reimburse Design for the landscape  
9 architectural, design and engineering costs associated with the PROJECT using  
10 redevelopment funds.

11           NOW, THEREFORE, based upon the covenants, conditions, provisions, and  
12 mutual promises contained herein, the parties hereto do hereby agree as follows:

13           **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to  
14 reimburse the landscape architectural, design and engineering costs and  
15 environmental fees associated with the PROJECT, in order to accommodate the  
16 existing and future recreational needs of the El Cerrito/Temescal Canyon Project Area  
17 by providing a 25-acre Regional Sports Park;

18           **SECTION 2. Location of the Project.** The project site is located in the  
19 unincorporated community of El Temescal in the El Cerrito/Temescal Project Area in  
20 Riverside County;

21           **SECTION 3. Scope of Services.** The work to be performed by the County of  
22 Riverside on behalf of CSA 152B shall include full and complete landscape  
23 architectural and engineering design services include approved plans and  
24 specifications, and payment of the environmental Multi-Species Habitat Conservation  
25 Plan (MSHCP) environmental fees and administration of design phase of PROJECT in  
26 accordance with the local Agency Public Contract Code and the California Labor Code.

27           **SECTION 4. Disbursement of Funds.** Agency shall reimburse County of  
28 Riverside CSA 152B for the actual cost of the PROJECT in the amount not-to-exceed



1 Five Hundred Thirty-Two Thousand, Three Hundred Ninety-Four dollars (\$532,394).  
2 Design cost will reimbursed upon Agency's receipt of journal vouchers issued by  
3 County of Riverside CSA 152B for the services specified in this Agreement. A written  
4 project status report shall be included with each journal voucher. Said status report  
5 shall provide a description of the work completed. Any necessary corrections to journal  
6 voucher or project status may result in a delay of payment. All costs incurred for actual  
7 work completed by Design must be billed to Agency within 12 months from completion  
8 of services specified in this Agreement in order to receive payment. Any journal  
9 voucher received after this time will be returned to Design without payment and Agency  
10 will reprogram any remaining funds.

11 **SECTION 5. County of Riverside Other Governmental Agency Permits.**

12 Design agrees to obtain, secure, or cause to be secured any and all permits and/or  
13 clearances, which may be required by the County of Riverside or any other federal,  
14 state or local governmental or regulatory agency relating to the PROJECT that is the  
15 subject of this Agreement.

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

18 **Agency:**

19 Aurelio Aguirre, Economic Development Manager  
20 Redevelopment Agency for the County of Riverside  
21 3403 Tenth Street, Suite 500  
22 Riverside, California 92501  
(951)955-0911 Phone  
(951)955-4890 Fax

23 **COUNTY OF RIVERSIDE on behalf of CSA 152B:**

24 C. Scott Staley, Engineering Project Manager  
25 Riverside County Transportation Department  
26 3525 14<sup>th</sup> Street, Transportation Annex, Riverside, California 92502  
(951)955-6300 Phone  
(951)955-3164 Fax

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1           **SECTION 8. Conflict of Interest.** No member, official or employee of Agency  
2 or COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B shall have any personal  
3 interest, direct or indirect, in this Agreement nor shall any such member, official or  
4 employee participate in any decision relating to this Agreement, which affects his or her  
5 personal interest or the interests or any corporation, partnership or association in which  
6 he or she is directly or indirectly interested.

7           **SECTION 9. Interpretation and Governing Law.** This Agreement and any  
8 dispute arising hereunder shall be governed and interpreted in accordance with the  
9 laws of the State of California. This agreement shall be construed as a whole  
10 according to its fair language and common meaning to achieve the objectives and  
11 purposes of the parties hereto, and the rule of construction to the effect that  
12 ambiguities are to be resolved against the drafting party shall not be employed in  
13 interpreting this Agreement, all parties having been represented by counsel in the  
14 negotiation and preparation hereof.

15           **SECTION 10. No Third-Party Beneficiaries.** This Agreement is made and  
16 entered into for the sole protection and benefit of the parties hereto. No other person  
17 or entity shall have any right of action based upon the provisions of this Agreement.

18           **SECTION 11. Indemnification.** Except as to any legal challenge or claim  
19 brought by any person or entity questioning the use of redevelopment funds for the  
20 purposes set forth herein that is the subject of this Agreement: (i) COUNTY OF  
21 RIVERSIDE ON BEHALF OF CSA 152B shall indemnify and hold Agency, its officers,  
22 agents and employees free and harmless from liability to any person or entity not a  
23 party to this Agreement from any damage, loss or injury to person and/or property,  
24 which primarily relates to or arises from the negligence or willful misconduct of the  
25 COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B, its officers, agents, or  
26 employees in the execution or implementation of this Agreement; (ii) Agency shall  
27 indemnify and hold COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B, its officers,  
28 agents, or employees free and harmless from any person or entity not a party to this

1 Agreement from any damage, loss, or injury to person and/or property, which primarily  
2 relates to or arises from the negligence or willful misconduct of Agency, its officers,  
3 agents, or employees in the execution or implementation of this Agreement.

4 **SECTION 12. 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 13. Time Limit.** COUNTY OF RIVERSIDE ON BEHALF OF CSA  
9 152B shall complete the work that is the subject of this Agreement within a period of 12  
10 months after the date of execution of this Agreement. In the event the 12 month period  
11 expires prior to the completion of the work, the terms of this Agreement may be  
12 extended upon written consent of both parties. Nothing in this Section shall be  
13 deemed waiver of any or all claims or other actions by either party in regard to any  
14 breach of this Agreement.

15 **SECTION 14. Compliance with Laws and Regulations.** By executing this  
16 Agreement, Agency and COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B agree  
17 to comply with all applicable federal, state and local laws, regulations and ordinances.

18 **SECTION 15. Assignment and Modification.** This Agreement shall not be  
19 assigned, amended or modified without prior written approval of the Agency and  
20 COUNTY OF RIVERSIDE ON BEHALF OF CSA 152B.

21 **SECTION 16. Waiver.** Failure by a party to insist upon the strict performance  
22 of any of the provisions of this Agreement by the other party, or the failure by a party to  
23 exercise its rights upon the default of the other party, shall not constitute a waiver of  
24 such party's right to insist and demand strict compliance by the other party with the  
25 terms of this Agreement thereafter.

26 **SECTION 17. Severability.** Each paragraph and provision of this Agreement is  
27 severable from each provision, and if any provision or part thereof is declared invalid,  
28 the remaining provisions shall remain in full force and effect.

1           **SECTION 18. Authority to Execute.** The persons executing this Agreement or  
2 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and  
3 represent that they have the authority to execute this Agreement and warrant and  
4 represent that they have the authority to bind the respective parties to this Agreement  
5 to the performance of its obligations hereunder.

6           **SECTION 19. Entire Agreement.** This Agreement is intended by the Parties  
7 hereto as a final expression of their understanding with respect to the subject matter  
8 hereof and as a complete and exclusive statement of the terms and conditions thereof  
9 and supersedes any and all prior and contemporaneous agreements and  
10 understandings, oral or written, in connection therewith. Any amounts to or clarification  
11 necessary to this Agreement shall be in writing and acknowledged by all parties to the  
12 Agreement.

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1           **IN WITNESS WHEREOF**, Agency and COUNTY OF RIVERSIDE ON BEHALF  
2 OF CSA 152B have executive this agreement as of the date first above written.

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

**COUNTY OF RIVERSIDE**

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7 \_\_\_\_\_  
8 Bob Buster, Chairman  
9 Board of Directors

\_\_\_\_\_   
Bob Buster, Chairman  
Board of Supervisors


10 **ATTEST:**  
11 Kecia Harper-Ihem  
12 Clerk of the Board

13   
14 \_\_\_\_\_  
15 Deputy


**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

\_\_\_\_\_   
  
Deputy

16 **APPROVED AS TO FORM:**  
17 Pamela J. Walls  
18 Agency Counsel

19   
20 \_\_\_\_\_  
21 Deputy

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

\_\_\_\_\_   
  
Deputy

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27 S:\RDACOM\FORMS 11\IN PROCESS\ATTACHMENTS\TVSP Reimbursement Agreement with CSA-152B.docx

Riverside County Board of Supervisors  
Request to Speak

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: 27068 JARVIS ST  
(only if follow-up mail response requested)

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: 657-9319 Agenda # 318

Date: FEB 8 2011

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item  
\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

Note: If you are here for an agenda item that is fi  
for "Appeal", please state separately your position  
the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ N

I give my 3 minutes to: \_\_\_\_\_

Riverside County Board of Supervisors  
Request to Speak

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: FRANCOIS CHOQUETTE

Address: 31735 RIVERSIDE # C295  
(only if follow-up mail response requested)

City: LAKE GELSINORE Zip: CA 92530

Phone #: 310-597-9532

Date: FEB 8 2011 Agenda # EDA/RDA 3/8 EDA

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:  
\_\_\_\_\_ Support  Oppose \_\_\_\_\_ Neutral

Note: If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_