

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

470c



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 21, 2011

SUBJECT: Perris Valley Aquatic Center Project – Approval of Cooperative Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the Economic Development Agency and Redevelopment Agency for the design and construction of the project; and
2. Authorize the Chairman to execute the Cooperative Agreement.

(Continued)

Robert Field

Robert Field
Executive Director

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 SUPERVISORS 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

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Stone 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: May 3, 2011
xc: RDA, EDA

Kecia Harper-Ihem
Clerk of the Board

BY: *[Signature]*
Deputy

(Comp. Item 9.8)

Prev. Agn. Ref.: 3/29/11 3.15; 3/29/11 4.1

District: 3,5

Agenda Number: 4.2

FORM APPROVED COUNTY COUNSEL
BY: ANITA C. WILLIS
DATE: 4/21/11
Departmental Concurrence

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

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. Concurrent with the request, the Board of Supervisors will hold a public hearing pursuant to Health and Safety Code Section 33679 to consent to the use of tax increment financing for the project.

Redevelopment tax increment funds will be used for the project designed and constructed by the Economic Development Agency (EDA) as prescribed in the attached Cooperative Agreement between the EDA and the 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 achieved prior to moving forward with any contracts.

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

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 3rd day of May, 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:

7
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

10
11 **EDA:** Andy Frost, Project Manager
 Economic Development Agency
12 3403 Tenth Street, Ste. 500, Riverside, CA 92501
 (951) 955-6619 Phone

13
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.

9 //
10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

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

3
4 **REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

5
6 *Bob Buster*

Bob Buster

7 Bob Buster, Chairman
Board of Directors

Bob Buster, Chairman
Board of Supervisors

8
9 APPROVED AS TO FORM:
10 Pamela J. Walls, Agency Counsel

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

11 By: *Anita C. Willis* 4/27/11
12 Anita C. Willis, Deputy Counsel

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

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

17 By: *Kecia Harper-Ihem*
18 Deputy