

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



729C

FROM: Redevelopment Agency

SUBMITTAL DATE:
April 28, 2011

SUBJECT: Temescal Valley Regional Sports Park – Findings and Funding Agreement

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - 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 crisis has substantially reduced the community's revenues to fund the project;

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 6,305,173	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: 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*
Elizabeth J. Olson

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Benoit, 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 24, 2011
xc: RDA, EDA, Auditor, CIP

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

(Comp. Item 9.5)

Prev. Agn. Ref.: 4.1 of 2/8/2011; 9.6 of 1/9/10; 3.22 of 9/17/10; 3.21 of 12/18/07 | **District:** 1 | **Agenda Number:** 48

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

48
Form 11 (Rev. 6/2003)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 5/11/11
 SAMUEL WONG
 DATE: 5/11/11
 FORM APPROVED BY COUNTY COUNSEL
 BY: *Anita C. Willis* 5/11/11
 ANITA C. WILLIS
 Policy Policy
 Consent Consent
 Dept. Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

- a) 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; and
2. Approve and authorize the Chairman of the Board of Directors to execute the attached agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside, providing \$6,305,173 in redevelopment funds for the construction of the Temescal Valley Regional Sports Park

BACKGROUND:

The Temescal Valley Regional Sports Park (project) is located in unincorporated Riverside County and within Specific Plan #256 (Sycamore Creek) at 25655 Santiago Canyon Road. The 25-acre sports park facility will include playground areas, picnic areas, two lighted baseball/softball diamond, two basketball courts, one tennis court, seven soccer fields, regional trail, skateboard and dog park. The park will include a parking lot, restroom building, concession stand building, perimeter fencing, landscaping, and other related improvements.

On September 14, 2010 the Board of Supervisors approved the plans and specifications for the project and authorized the Clerk of the Board to advertise for bids. On January 27, 2011, a total of 60 contractors attended the mandatory job walk for the project. On February 17, 2011 at 10:00 a.m., 20 bids were received. Initially, Valley Crest Landscape Development, Inc. was the apparent low bidder. However, after further review County Counsel determined the bid to contain discrepancies which caused Valley Crest to no longer be the apparent low bidder. The discrepancies in Valley Crest's bid is not interpreted to be a minor irregularity and, if accepted, can result in Valley Crest receiving an unfair competitive advantage over other bidders and therefore should not be waived. Soltek Pacific Construction Company was the second low bidder. After review of Soltek's bid, County Counsel determined them to be both responsive and responsible. Staff recommends that the Board award the construction contract to Soltek Pacific Construction Company in the amount of \$7,104,074.

The revised total project budget is as follows:

PROJECT BUDGET:

Construction	\$7,104,074
Project Management	\$175,000
Inspection and Miscellaneous Costs	\$400,000
Utility and Development Fees	\$300,000
Construction Management Costs	\$335,360
Architectural and Engineering Services Design Fees	\$354,275
MSHCP Fees	\$178,119
Project Contingency	\$990,739
Total:	\$9,837,567

(Continued)

BACKGROUND: (Continued)

On November 9, 2010 the Board approved the use of redevelopment funds from 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/ Temescal Canyon Sub-Area to fund the construction of the project. After further review, there is available funding in Quimby CSA 152B to be used in conjunction with redevelopment funds. Of the available funding, \$3,000,000 is being requested to be used for this purpose. Once the money is allocated, it will be used to pay for construction related services such as general construction costs, owner's representative/construction management fees, testing, inspection and project management fees.

Therefore, the source of funds for the total project budget is broken down as follows:

SOURCE OF FUNDS:

Quimby CSA 152B Funds:	\$ 3,000,000
Redevelopment Funds:	
a) Design Fees & MSHCP Fees	\$ 532,394
b) Construction Fees	\$ 6,305,173
<hr/> Total Project Budget:	<hr/> \$ 9,837,567

The attached agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside provides \$6,305,173 in 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area for costs related to the construction of the project. County Counsel has approved the agreement as to form. Staff recommends the Board approve the agreement and consent to the expenditure of redevelopment funds for the construction of the project.

ATTACHMENTS:

Agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside

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

4 **WHEREAS**, the PROJECT is located in unincorporated Riverside County at
5 25655 Santiago Canyon Road and will include playground areas, picnic areas, two
6 lighted baseball/softball diamond, two basketball courts, one tennis court, seven soccer
7 fields, regional trail, skateboard and dog park.

8 **WHEREAS**, the AGENCY and the COUNTY have determined that there is a
9 need for the PROJECT, which will accommodate existing and future recreational needs
10 of the PROJECT AREA; and

11 **WHEREAS**, the property is located one and one half miles outside the PROJECT
12 AREA; and

13 **WHEREAS**, the AGENCY agrees to fund a portion of the COUNTY's actual costs
14 associated with the construction of the PROJECT using redevelopment funds.

15 **WHEREAS**, the COUNTY will secure the remaining balance of funds necessary
16 to pay for the remaining actual costs associated with the construction of the PROJECT.

17 **NOW, THEREFORE**, in consideration of the covenants, conditions and
18 provisions contained herein, the parties hereto do hereby mutually agree as follows:

19 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is
20 to set forth the terms and conditions by which AGENCY will provide Six Million Three
21 Hundred Five Thousand, One Hundred and Seventy-Three Dollars (\$6,305,173) in
22 redevelopment funds with the express purpose of funding a portion of the COUNTY's
23 actual costs associated with the construction of the PROJECT.

24 **SECTION 2. Location of the Project.** The project site is located in the
25 unincorporated community of El Temescal in the County of Riverside whose address is
26 25655 Santiago Canyon Road, Corona, CA 92883.

27 **SECTION 3. Scope of Work.** The construction of the PROJECT and its
28 associated costs are the result of services rendered during construction that include,
but not limited to, general construction fees, construction management, project

1 management, testing, and inspection.

2 **SECTION 4. Payment.** AGENCY shall provide assistance of funds to the
3 COUNTY in an amount not to exceed Six Million Three Hundred Five Thousand, One
4 Hundred and Seventy-Three Dollars (\$6,305,173) in redevelopment funds which shall
5 constitute the full and complete financial obligation of the AGENCY. The AGENCY
6 shall provide such funding to the COUNTY within thirty (30) days of receipt of a written
7 invoice from COUNTY requesting the release of said funds for construction.

8 **SECTION 5. Permits.** COUNTY agrees to obtain, secure or cause to be
9 secured any and all permits and/or clearances which may be required by the COUNTY
10 or any other federal, state or local governmental or regulatory agency relating to the
11 Project.

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

14 **AGENCY:** Aurelio Aguirre, Regional Manager
15 Redevelopment Agency for the County of Riverside
16 3403 10th Street, 4th Floor,
17 Riverside, CA 92501
18 (951) 955-6682

19 **COUNTY:** Economic Development Agency
20 3403 10th Street, 4th Floor,
21 Riverside, Ca 92501
22 Attn: Jason Plotkin, Project Manager
23 (951) 955-0169

24 **SECTION 7. Conflict of Interest.** No member, official or employee of
25 AGENCY or COUNTY shall have any personal interest, direct or indirect, in this
26 AGREEMENT nor shall any such member, official or employee participate in any
27 decision relating to this AGREEMENT which affects his or her personal interests or the
28 interests of any corporation, partnership or association in which he or she is directly or

1 indirectly interested.

2 **SECTION 8. 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
7 ambiguities are to be resolved against the drafting party shall not be employed in
8 interpreting this AGREEMENT, all parties having been represented by counsel in the
9 negotiation and preparation hereof.

10 **SECTION 9. 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
12 or entity shall have any right of action based upon the provisions of this AGREEMENT.

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

27 **SECTION 11. Insurance** COUNTY shall cause COUNTY'S
28 Contractor/Consultant to maintain in force, until completion and acceptance of the

1 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
2 Injury Liability and Property Damage Liability; in the amount of \$1,000,000 minimum
3 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
4 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
5 AGENCY, its officers, directors, officials, agents and employees as additionally
6 insured. COUNTY shall also require COUNTY's Contractors/Consultant to maintain
7 Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance
8 and Additional Insured Endorsements which meet the requirements of this section to
9 AGENCY prior to start of construction.

10 **SECTION 12. Section Headings.** The Section headings herein are for the
11 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
12 any manner affect the scope, meaning or intent of the provisions or language of this
13 AGREEMENT.

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

21 **SECTION 14. Amendments to the AGREEMENT.** This AGREEMENT shall
22 not be amended unless mutually agreed upon by and between the parties and shall be
23 incorporated in written amendments to this AGREEMENT.

24 **SECTION 15. Successors and Assigns.** This AGREEMENT shall inure to
25 the benefit of, and be binding upon, the successors, executors, administrators, legal
26 representatives and assigns of the parties hereto.

27 **SECTION 16. Termination by Agency.** Agency shall have the right to
28 terminate this AGREEMENT in the event COUNTY fails to perform, keep or observe

1 any of its duties or obligations hereunder; provided however, that COUNTY shall have
2 thirty (30) days in which to correct such breach or default after written notice thereof
3 has been served on it by Agency.

4 **SECTION 17. Termination by COUNTY.** COUNTY shall have the right to
5 terminate this AGREEMENT in the event AGENCY fails to perform, keep or observe
6 any of its other duties or obligations hereunder; provided however, that AGENCY shall
7 have thirty (30) days in which to correct such breach or default after written notice
8 thereof has been served on it by COUNTY.

9 **SECTION 18. Independent Contractor.** COUNTY and its agents,
10 servants, employees and subcontractors shall act at all times in an independent
11 capacity. COUNTY during the term of this AGREEMENT, and shall not act as, and
12 shall not be, nor shall they in any manner be construed to be agents, officers or
13 employees of AGENCY, and further, COUNTY, its agents, servants, employees and
14 subcontractors, shall not in any manner incur or have the power to incur any debt,
15 obligation, or liability against the AGENCY.

16 **SECTION 19. Jurisdiction and Venue.** Any action at law or in equity
17 arising under this AGREEMENT or brought by a party hereto for the purpose of
18 enforcing, construing or determining the validity of any provision of this AGREEMENT
19 shall be filed in Riverside County, and the parties hereto waive all provisions of law
20 providing for the filing, removal or change of venue to any other court of jurisdiction.

21 **SECTION 20. Severability.** Each paragraph and provision of this
22 AGREEMENT is severable from each other provision, and if any provision or part
23 thereof is declared invalid, the remaining provisions shall remain in full force and effect.

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

1 **SECTION 22. Authority to Execute.** The persons executing this
2 AGREEMENT or exhibits attached hereto on behalf of the parties to this AGREEMENT
3 hereby represent that they have the authority to bind the respective parties to this
4 AGREEMENT to the performance of its obligations hereunder.

5 **SECTION 23. Assignment.** COUNTY shall not assign or transfer in any
6 other form with respect to this AGREEMENT without the prior written approval of the
7 AGENCY.

8 **SECTION 24. Nondiscrimination.** Consultant shall ensure that there
9 shall be no discrimination against or segregation of any person, or group of persons,
10 on account of sex, marital status, race, religion, color, creed, national origin, ancestry,
11 sex, physical condition or age, in the performance of this Agreement and that
12 Consultant, Contractor, or any person claiming under or through the AGENCY shall not
13 establish or permit any such practice or practices of discrimination or segregation.

14 **SECTION 25. Amendments to the Agreement.** Amendments to this
15 AGREEMENT must be approved by the AGENCY'S Board of Directors and the
16 COUNTY Board of Supervisors. All Amendments must be in writing and signed by
17 both parties.

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1 **IN WITNESS WHEREOF, AGENCY and COUNTY have executed this AGREEMENT**
2 as of the date first above written.

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

COUNTY OF RIVERSIDE

5
6 By: Bob Buster
7 Bob Buster
8 Chairman, Board of Directors

By: Bob Buster
Bob Buster
Chairman

9 **ATTEST:**

ATTEST:

10
11 By: Kecia Harper-Ihem
12 Kecia Harper-Ihem, Clerk of the Board

By: _____

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14
15 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

16
17 By: [Signature] 4/20/11
18 Agency Counsel

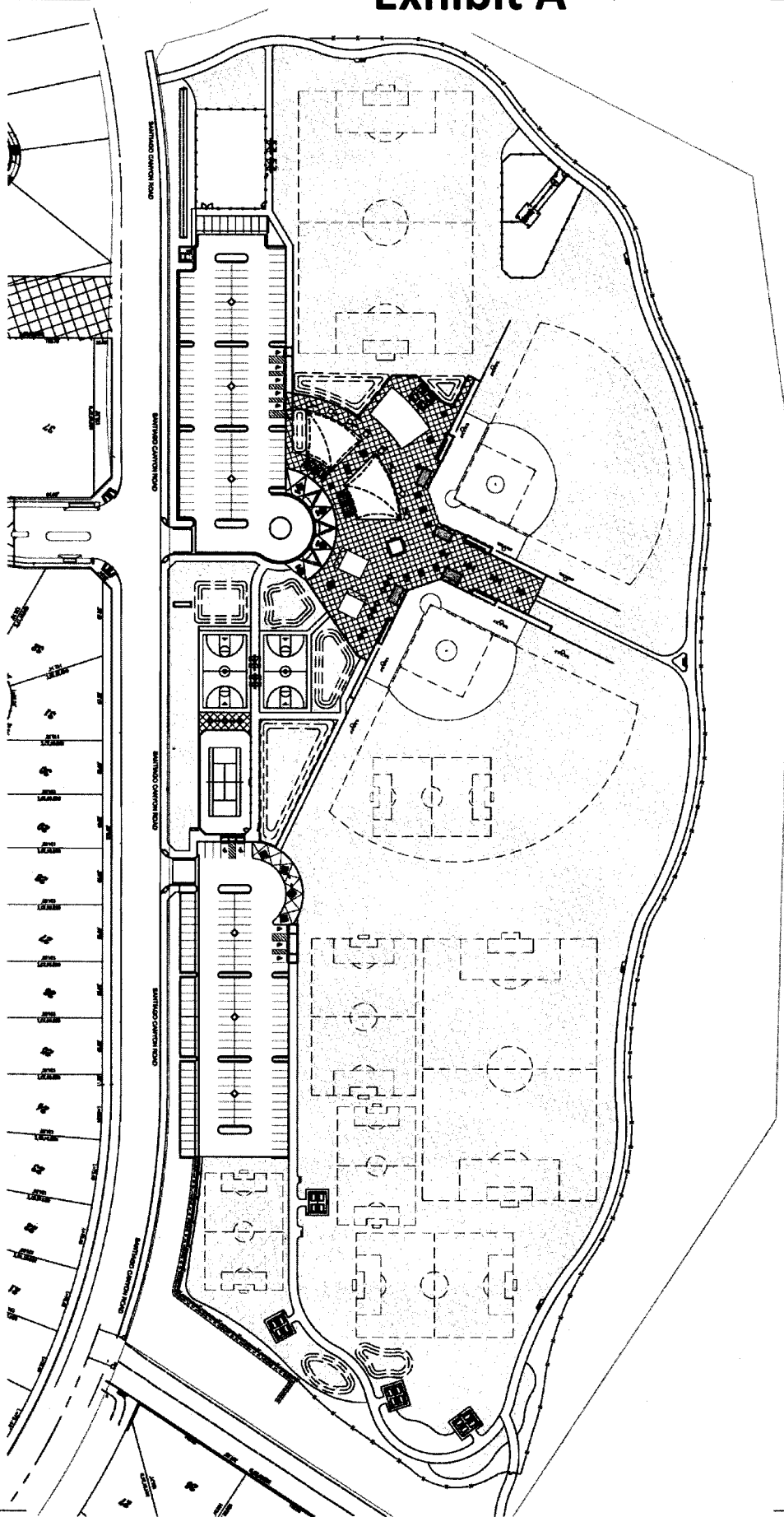
By: [Signature] 5/20/11
County Counsel

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EXHIBIT A
LOCATION OF PROJECT

Exhibit A



COUNTY OF RIVERSIDE
TEMESCAL VALLEY SPORTS PARK



**DAVID EVANS
and ASSOCIATES, INC.**
4205 CHERRY LANE, SUITE 200
OAKLAND, CA 94774
Phone: 505.461.5750
06-11-2008