

AGENDA
THURSDAY AUGUST 2, 2012
OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE
CONFERENCE ROOM C, 5th FLOOR – COUNTY ADMINISTRATIVE CENTER
4080 Lemon Street, Riverside, California
(Clerk 951-955-1060)

1:30 P.M.

Pledge of Allegiance to the Flag

Roll Call

OPENING COMMENTS:

BOARD MEMBERS

ADMINISTRATIVE ACTION:

1. Approval of Meeting Minutes – July 19, 2012
2. Approval of Successor Agency Agenda Item 4.1 of July 17, 2012 via Resolution No. 2012-011: Mission Plaza Improvement Project – Consulting Services Agreement with URS Corporation, DBA URS Corporation Americas for Subsurface Soil and Groundwater Investigation Services; Undisputed Item: In Jul-Dec 2012 ROPS: Page 8, Item 18; \$17,000.
3. Approval of Successor Agency Agenda Item 4.8 of July 17, 2012 via Resolution No. 2012-012: Mission Boulevard Revitalization Plan, Phase V Project – Notice of Completion, Release of Retained Funds, and Change Order No. 3; Undisputed Item: In Jul-Dec 2012 ROPS: Page 8, Items 12-14; \$78,418
4. Public Hearing on Approval of Successor Agency Agenda Item 4.2 of July 3, 2012 via Resolution No. 2012-013: Transfer of Redevelopment Agency Housing Assets to the Housing Authority of the County of Riverside
5. Public Hearing on Approval of Successor Agency Agenda Item 4.12 of July 17, 2012 via Resolution No. 2012-014: Release and Transfer of Housing Fund Assets from the Successor Agency to the Redevelopment Agency for the County of Riverside to the Housing Authority of the County of Riverside.

ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA:

MEETING ADJOURNED TO:

Accommodation under the Americans with Disabilities act and agenda in alternate formats are available upon request. **Requests must be made at least 72 hours prior to the meeting.** Later requests will be accommodated to the extent feasible. Please telephone Lisa Wagner at the Clerk of the Board office at (951) 955-1063, from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

THURSDAY AUGUST 2, 2012

Page 1 of 1

**OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE**

Reports, Discussion and Action Items

Meeting Date: August 2, 2012

Action: Approval of Mission Plaza Project Consulting Services Agreement for Subsurface Soil and Groundwater Investigation Services with URS Corporation, DBA URS Corporation Americas, via Resolution No. 2012-011 - Successor Agency Agenda Item 4.1, as approved by the County of Riverside Board of Supervisors on July 17, 2012

Disputed Item: No

In ROPS: Yes; Page 8, Item 18

Amount: \$17,000

Background:

On July 17, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.1, the Consulting Services Agreement for Subsurface Soil and Groundwater Investigation Services with URS Corporation, DBA URS Corporation Americas for the Mission Plaza Project.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.1 related to the Mission Plaza Project, as approved by the County of Riverside Board of Supervisors on July 17, 2012.

Attachments:

- Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.1 of July 17, 2012
- Resolution No. 2012-011, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.1 of July 17, 2012, Related to Subsurface Soil and Groundwater Investigation Services for the Mission Plaza Project

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

549



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
July 5, 2012

SUBJECT: Mission Plaza Improvement Project – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement for subsurface soil and groundwater investigation services on the Mission Plaza Improvement Project, between URS Corporation, DBA URS Corporation Americas and the County of Riverside in the amount of \$17,000; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 17,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement 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 OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is tentatively approved pending final action by the oversight board.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: RDA, EDA

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

Prev. Agn. Ref.: 4.6, 9.5, and 16.1 of 6/14/11

District: 2/2

Agenda Number:

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *Samuel Wong* 6/12/12
 DATE: 6/12/12
 DEPARTMENT: SAMUEL WONG
 MARSHAL L. VICTOR

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

BACKGROUND:

On April 6, 2010, URS Corporation, DBA URS Corporation Americas (URS) prepared a Phase 1 Environmental Site Assessment (ESA) for the property located at 5786 Mission Boulevard, Riverside, 92509. The Phase 1 ESA identified the site was a former gasoline service station and that enough evidence warranted a Phase II site investigation. The Phase II established the vertical and horizontal limits of contamination, but the investigation was limited to the areas outside of the building footprint. The consulting services agreement with URS will provide a full overview of the entire site as to the total contamination and shall provide recommendations for site cleanup and long term remediation.

Pursuant to Sections 34177-34181 of the Health and Safety Code, the Agency is authorized to make and execute contracts and other instruments necessary or convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Initial Recognized Obligation Payment Schedule (IROPS) as adopted by the Agency and the Oversight Board. The consulting services agreement with URS is reflected on the IROPS and remediation of the site is mandatory to protect the health and safety of the general public by ameliorating a site with known contaminated soil through proper remediation methods and testing of materials, in accordance with local, state, and federal codes and standards.

Staff recommends that the Board approve attached consulting services agreement with URS, for subsurface soil and groundwater investigation services in the amount of \$17,000.

Attached:

- Consulting Services Agreement

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**CONSULTING SERVICES AGREEMENT
BY AND BETWEEN THE
THE COUNTY OF RIVERSIDE
AND URS CORPORATION, DBA URS CORPORATION AMERICAS.
FOR SUBSURFACE SOIL AND GROUNDWATER INVESTIGATION SERVICES
FOR THE MISSION PLAZA IMPROVEMENT PROJECT**

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THIS AGREEMENT, is made and entered into this ____ day of _____, 2012, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California acting in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and URS Corporation, DBA. URS Corporation Americas (hereinafter "CONSULTANT").

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RECITALS

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WHEREAS, AGENCY is the successor in interest to the Redevelopment Agency for the County of Riverside pursuant to the provisions of Section 34173 of the California Health and Safety Code, acting in its capacity as Successor Agency;

WHEREAS, the Redevelopment Agency for the County of Riverside (Former RDA) was a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); the Former RDA was terminated as of February 1, 2012 pursuant to Section 34172;

WHEREAS, the County of Riverside and the Former RDA adopted by Ordinance No. 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area (hereinafter the "PROJECT AREA"), an area within the County of Riverside;

WHEREAS, the Jurupa Valley Redevelopment Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the PROJECT AREA;

WHEREAS, pursuant to Sections 34177-34181 of the Health and Safety Code, the AGENCY is authorized to make and execute contracts and other instruments

1 necessary or convenient in compliance with the Enforceable Obligation Payment
2 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule
3 (ROPS) as adopted by the AGENCY and the Oversight Board;

4 **WHEREAS**, the proposed services are necessary in performance of an
5 obligation of the Former RDA pursuant to the EOPS or as later superseded by the
6 ROPS;

7 **WHEREAS**, pursuant to CRL 33020(a) of the California Community
8 Redevelopment Law "redevelopment" means to conduct planning, development, and
9 replanning of all or part of a survey area as may be appropriate and necessary in the
10 interest of general welfare, including recreational and other facilities incidental or
11 appurtenant to them;

12 **WHEREAS**, the proposed services provided in this agreement will benefit the
13 PROJECT AREA by completely identifying the hydrocarbon impacted soil beneath the
14 northwest portion of 5786 Mission Boulevard, Riverside, CA 92509, creating a
15 remediation plan for a recognized environmental condition (REC) of a former gasoline
16 service station, and facilitating the construction of the Mission Plaza Improvement
17 Project (hereinafter referred to as "PROJECT"), collectively helping to eliminate blight
18 and revitalize the physical and economic conditions that exist in the PROJECT AREA;

19 **WHEREAS**, the AGENCY has selected CONSULTANT based on their
20 qualifications, to provide all equipment, services, testing, facilities, transportation, labor
21 and materials necessary to complete subsurface soil and groundwater investigation and
22 prepare a plan for remediation of the site; and

23 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

24 **NOW THEREFORE**, based on the mutual promises contained herein, the parties
25 hereto do hereby agree as follows:

26 1. **SCOPE OF WORK.** CONSULTANT will provide services which are
27 described below and as described within Exhibit "A" attached hereto, including, but not
28 limited to:

- 1 a. Plan, obtain approval from all recognized governmental
2 stakeholders, and initiate additional borings at the project site, 5786 Mission Boulevard;
3 b. Collect soil and groundwater samples at approved locations;
4 c. Provide final report and plan of action for remediation of the
5 contamination.

6 1.1 CONSULTANT represents and maintains that it is skilled in the
7 professional calling necessary to perform all services, duties and obligations required by
8 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall
9 perform the services and duties in conformance to and consistent with the standards
10 generally recognized as being employed by professionals in the same discipline in the
11 State of California. CONSULTANT further represents and warrants to the AGENCY
12 that it has all licenses, permits, qualifications and approvals of whatever nature are
13 legally required to practice its profession. CONSULTANT further represents that it shall
14 keep all such licenses and approvals in effect during the term of this Agreement.

15 **2. COMPENSATION AND METHOD OF PAYMENT.** CONSULTANT
16 compensation shall be an amount not to exceed seventeen thousand dollars (\$17,000),
17 with a base budget of sixteen thousand, five hundred dollars (\$16,500), and
18 contingency of five hundred dollars (\$500) for work as directed in the field by the
19 AGENCY. CONSULTANT shall submit invoices to AGENCY for progress payments
20 based on work completed to date. If the CONSULTANT completes the work ahead of
21 schedule and under budget, the AGENCY will retain any unused monies.

22 2.1 Said compensation shall be paid in accordance with an invoice submitted
23 to AGENCY by CONSULTANT within fifteen (15) days from the last day of each
24 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from
25 the date of receipt of the invoice. Payment requests shall be submitted on a monthly
26 basis utilizing a format acceptable to the AGENCY. Each invoice shall include the
27 number of hours expended by CONSULTANT'S staff as well as all hours expended by
28 sub-consultant's staff. Invoices shall also include a status report that includes the

1 percentage of work completed.

2 2.2 Certain classifications of labor under this contract may be subject to
3 prevailing wage requirements.

4 a. Reference is made to Chapter 1, Part 7, Division 2 of the California
5 Labor Code (commencing with Section 1720). By this reference said Chapter 1 is
6 incorporated herein with like effect as if it were here set forth in full. The parties
7 recognize that said Chapter 1 deals, among other things with discrimination, penalties
8 and forfeitures, their disposition and enforcement, wages, working hours, and securing
9 worker's compensation insurance and directly effect the method of prosecution of the
10 work by Consultant and subject it under certain conditions to penalties and forfeitures.
11 Execution of the Agreement by the parties constitutes their agreement to abide by said
12 Chapter 1, their stipulation as to all matters which they are required to stipulate as to by
13 the provisions of said Chapter 1, constitutes Consultant's certification that he is aware of
14 the provisions of said Chapter 1 and will comply with them and further constitutes
15 Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the
16 California Labor Code which require every employer to be insured against liability for
17 worker's compensation or to undertake self-insurance in accordance with the provisions
18 of that Code, and I will comply with such provisions before commencing the
19 performance of the work of this contract."

20 b. Pursuant to Section 1773 of the Labor Code, the general
21 prevailing wage rates, including the per diem wages applicable to the work, and for
22 holiday and overtime work, including employer payments for health and welfare,
23 pension, vacation, and similar purposes, in the county in which the work is to be done
24 have been determined by the Director of the California Department of Industrial
25 Relations. These wages are available from the California Department of Industrial
26 Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office
27 of AGENCY.

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1 **3. AMENDMENTS TO WORK PROGRAM.** The County of Riverside Board
2 of Supervisors, as Successor in interest to the Redevelopment Agency, is authorized to
3 approve and execute changes to the Agreement. Amendments to the work shall be
4 mutually agreed upon by and between the AGENCY and CONSULTANT, and shall be
5 incorporated in written amendments to this Agreement.

6 **4. TIME OF PERFORMANCE.** CONSULTANT shall commence and
7 complete performance of services described in Section 1 and Exhibit "A" upon
8 execution of this Agreement by the AGENCY and agrees that it will diligently and
9 responsibly pursue the performance of the services required of it by this Agreement.
10 CONSULTANT will perform the services on Exhibit "A" through PROJECT completion
11 unless the work program is altered by written amendments pursuant to the provisions in
12 Section 3. All services to be performed herein shall be completed no later than one
13 hundred eighty calendar days (180) from the date this Agreement is fully executed, and
14 shall be based on a standard construction workday of eight hours per day

15 **5. COOPERATION BY AGENCY.** All information, data, reports, records,
16 and maps as they currently exist, available to AGENCY and necessary for carrying out
17 the work described, shall be furnished to CONSULTANT without charge by AGENCY.
18 AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue
19 delay, the work to be performed under this Agreement.

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1 **6. DESIGNATED REPRESENTATIVES.** The following individuals are
2 hereby designated as representatives of the AGENCY and CONSULTANT respectively
3 to act as liaison between the parties:

4 **AGENCY**

5 AGENCY

6 Erik Sydow

7 Project Manager

8 County of Riverside

9 3403 10th Street, Suite 500

10 Riverside, CA 92501

11 Phone: (951) 955-0911

12 Fax: (951) 955-6686

13 **CONSULTANT**

14 CONSULTANT

15 Paul Peterson

16 Senior Geologist

17 URS Corporation, DBA URS

18 Corporation Americas

19 4505 Allstate Drive

20 Riverside, CA 92501

21 Phone: (951) 778-9601

22 Fax: (951) 778-9056

23 Any change in designated representatives shall be promptly reported to the other
24 party in order to ensure proper coordination of the PROJECT.

25 **7. STANDARDS OF PERFORMANCE.** CONSULTANT shall comply with all
26 applicable laws, ordinances and codes of the federal, state and local governments while
27 performing the services described herein in a good, skillful, and professional manner.

28 **8. OWNERSHIP OF DOCUMENTS.** Documents, reports and materials
prepared under this Agreement shall become the property of AGENCY upon receipt by
AGENCY'S designated representative named in Section 6 of this Agreement.

9. PERSONNEL AND ASSIGNMENT. CONSULTANT represents that it has
all personnel required to perform the services under this Agreement or will subcontract
for necessary services. CONSULTANT'S personnel shall not be employed by, nor have
any direct contractual relationship with AGENCY. All services required hereunder shall
be performed by CONSULTANT, its employees, or personnel under direct contract with
CONSULTANT or subcontractors, it being specifically provided, however, that
CONSULTANT shall not assign or subcontract the performance of this Agreement nor
any part thereof without the prior, written consent of AGENCY.

10. NON-DISCRIMINATION REQUIREMENTS. CONSULTANT shall ensure
that there shall be no discrimination against or segregation of any person, or group of
persons, on account of race, color, creed, religion, age, sex, marital status, handicap,

1 national origin, ancestry or any category protected pursuant to the California Fair
2 Employment and Housing Act, in the performance of this Agreement and that
3 CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not
4 establish or permit any such practice or practices of discrimination or segregation.

5 **11. LEGAL REVIEWS.** AGENCY may, in its sole and exclusive discretion,
6 conduct reviews to determine the legal sufficiency of any and all documents prepared
7 by CONSULTANT, by or through AGENCY Counsel.

8 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed
9 by and construed in accordance with the laws of the State of California. The Parties
10 agree that this Agreement has been entered into at Riverside, California, and that any
11 legal action related to the interpretation or performance of the Agreement shall be filed
12 in the Superior Court for the State of California, in Riverside, California.

13 **13. AUTHORITY OF CONSULTANT.** CONSULTANT and its agents,
14 servants, employees and subcontractors shall act at all times in an independent
15 capacity during the term of this Agreement, and shall not act as, and shall not be, nor
16 shall they in any manner be construed to be, agents, officers or employees of AGENCY,
17 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
18 not in any manner incur or have the power to incur any debt, obligation, or liability
19 against AGENCY.

20 **14. TERM AND TERMINATION.** The term of this Agreement shall be one (1)
21 year from the date of execution. This Agreement may be terminated by AGENCY for
22 any reason (with or without cause) upon giving fourteen (14) days written notice to
23 CONSULTANT. AGENCY may terminate the Agreement immediately when: (1) it is
24 determined by AGENCY that CONSULTANT activities are resulting in or may result in
25 discredit to AGENCY; or (2) CONSULTANT has breached a material provision of this
26 Agreement. In the event of termination, AGENCY may proceed with the work in any
27 manner it deems to be proper and in the best interests of AGENCY.

28 Either party may terminate this Agreement upon thirty (30) days written notice to

1 the other. In the event of such termination, CONSULTANT shall be compensated for all
2 services performed and expenses incurred to the date of notice of termination as
3 described in a written report to AGENCY prepared by CONSULTANT. Upon
4 termination, CONSULTANT shall submit to AGENCY all materials and reports (including
5 any uncompleted reports or unfinished work). Such compensation shall be paid within
6 thirty (30) days of termination.

7 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to
8 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt
9 requested, to CONSULTANT'S Designated Representative identified within Section 6;
10 Notice by CONSULTANT to AGENCY shall be deemed delivered if sent by certified
11 mail, return receipt requested, to AGENCY'S Designated Representative identified
12 within Section 6.

13 **16. CONFLICT OF INTEREST.** CONSULTANT represents and agrees that
14 CONSULTANT has not employed any person to solicit or procure this Agreement, and
15 has not made, and will not make, any payment or any agreement for the payment of any
16 commission, percentage, brokerage, contingent fees, or other compensation in
17 connection with the procurement of this Agreement.

18 **17. INDEPENDENT CONSULTANT.** It is understood and agreed that
19 CONSULTANT is an independent contractor and that no relationship of employer-
20 employee exists between the parties hereto. CONSULTANT shall not be entitled to any
21 benefits payable to employees of AGENCY including County Workers' Compensation
22 Benefits. It is further understood and agreed by the parties hereto that CONSULTANT
23 in the performance of its obligation hereunder is subject to the control or direction of
24 AGENCY merely as to the result to be accomplished by the services hereunder agreed
25 to be rendered and performed and not as to the means and methods of accomplishing
26 the results. CONSULTANT, its employees and agents shall maintain professional
27 licenses required by the laws of the State of California at all times while performing
28 services under the Agreement.

1 **18. INSURANCE.** Without limiting or diminishing the CONSULTANT'S
2 obligation to indemnify or hold the AGENCY harmless, CONSULTANT shall procure
3 and maintain or cause to be maintained, at its sole cost and expense, the following
4 insurance coverage's during the term of this Agreement. As respects to the insurance
5 section only, the AGENCY herein refers to the County of Riverside, its Agencies,
6 Districts, Special Districts, and Departments, their respective directors, officers, Board
7 of Supervisors, employees, elected or appointed officials, agents or representatives as
8 Additional Insureds.

9 18.1 Workers' Compensation: If CONSULTANT has employees as defined by
10 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
11 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
12 Employers' Liability (Coverage B) including Occupational Disease with limits not less
13 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
14 subrogation in favor of the AGENCY and County of Riverside.

15 18.2 Commercial General Liability: Commercial General Liability insurance
16 coverage, including but not limited to, premises liability, unmodified contractual liability,
17 products and completed operations liability, personal and advertising injury, and cross
18 liability coverage, covering claims which may arise from or out of CONSULTANT'S
19 performance of its obligations hereunder. Policy shall name the AGENCY, County of
20 Riverside, special districts, their respective directors, officers, Board of Supervisors,
21 elected officials, employees, agents or representatives as an Additional Insured.
22 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
23 single limit. If such insurance contains a general aggregate limit, it shall apply
24 separately to this agreement or be no less than two (2) times the occurrence limit.

25 18.3 Vehicle Liability: If vehicles or mobile equipment are used in the
26 performance of the obligations under this Agreement, then CONSULTANT shall
27 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
28 amount not less than \$1,000,000 per occurrence combined single limit. If such

1 insurance contains a general aggregate limit, it shall apply separately to this agreement
2 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
3 County of Riverside, special districts, their respective directors, officers, Board of
4 Supervisors, elected officials, employees, agents or representatives as an Additional
5 Insured.

6 18.4 Professional Liability: CONSULTANT shall maintain Professional Liability
7 Insurance providing coverage for the CONSULTANT'S performance of work included
8 within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
9 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance
10 is written on a claims made basis rather than an occurrence basis, such insurance shall
11 continue through the term of this Agreement and CONSULTANT shall purchase at this
12 sole expense either 1) an Extended Reporting Endorsement (also, known as Tail
13 Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back
14 to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through
15 Certificates of Insurance that CONSULTANT has maintained continuous coverage with
16 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue
17 as long as the law allows.

18 18.5 General Insurance Provisions - All lines:

19 a. Any insurance carrier providing insurance coverage hereunder shall be
20 admitted to the State of California and have an A M BEST rating of not less than an A:
21 VIII (A:8) unless such requirements are waived, in writing, by the AGENCY Risk
22 Manager. If the AGENCY'S Risk Manager waives a requirement for a particular insurer
23 such waiver is only valid for that specific insurer and only for one policy term.

24 b. The CONSULTANT must declare its insurance self-insured retention for
25 each coverage required herein. If any such self-insured retention exceed \$500,000 per
26 occurrence each such retention shall have the prior written consent of the AGENCY
27 Risk Manager before commencement of operations under this Agreement. Upon
28 notification of self-insured retention unacceptable to the AGENCY, and at the election of

1 the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
2 eliminate such self-insured retention as respects this Agreement with the AGENCY, or
3 2) procure a bond which guarantees payment of losses and related investigations,
4 claims administration, and defense costs and expenses.

5 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
6 furnish the AGENCY with either 1) a properly executed original Certificate(s) of
7 Insurance and certified original copies of Endorsements effecting coverage as required
8 herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager,
9 provide original Certified copies of policies including all Endorsements and all
10 attachments thereto, showing such insurance is in full force and effect. Further, said
11 Certificate(s) and policies of insurance shall contain the covenant of the insurance
12 carrier(s) that thirty (30) days written notice shall be given to the AGENCY prior to any
13 material modification, cancellation, expiration, or reduction in coverage, this Agreement
14 shall terminate forthwith, unless the AGENCY receives, prior to such effective date,
15 another properly executed original Certificate of Insurance and original copies of
16 endorsements or certified original policies, including all endorsements and attachments
17 thereto evidencing coverage's set forth herein and the insurance required herein is in
18 full force and effect. *CONSULTANT shall not commence operations until the AGENCY*
19 *has been furnished original Certificate(s) of Insurance and certified original copies of*
20 *endorsements and if requested, certified original policies of insurance including all*
21 *endorsements and any and all other attachments as required in this Section. An*
22 *individual authorized by the insurance carrier to do so on its behalf shall sign the original*
23 *endorsements for each policy and the Certificate of Insurance.*

24 d. It is understood and agreed to by the parties hereto and the
25 CONSULTANT'S insurance shall be construed as primary insurance and the
26 AGENCY'S insurance and/or deductibles and/or self-insured retention's or self-insured
27 programs shall not be construed as contributory.

28 e. If, during the term of this Agreement or any extension thereof, there is a

1 change in the scope of services; or, there is a change in the performance of the work;
2 or, the term of the Agreement, including any extensions thereof, exceeds five (5) years;
3 the AGENCY reserves the right to adjust the types of insurance and the monetary limits
4 of liability required under this Agreement, if in the AGENCY Risk Manager's reasonable
5 judgment, the amount or type of insurance carried by the CONSULTANT has become
6 inadequate.

7 f. CONSULTANT shall pass down the insurance obligations contained
8 herein to all tiers of sub-consultants working under this Agreement.

9 g. The insurance requirements contained in this Agreement may be met with
10 a program(s) of self-insurance acceptance to the AGENCY.

11 CONSULTANT agrees to notify AGENCY of any claim by a third party or any
12 incident or event that may give rise to a claim arising from the performance of this
13 Agreement.

14 **19. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and
15 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,
16 Departments and Special Districts, their respective directors, officers, Board of
17 Supervisors, elected and appointed officials, employees, agents and representatives
18 (hereinafter individually and collectively referred to as "Indemnitees") from all liability,
19 including, but not limited to loss, suits, claims, demands, actions, or proceedings to the
20 extent caused by any alleged or actual negligence, recklessness, willful misconduct,
21 error or omission of CONSULTANT, its directors, officers, partners, employees, agents
22 or representatives or any person or organization for whom CONSULTANT is
23 responsible, arising out of or from the performance of services under this Agreement.

24 19.1 As respects each and every indemnification herein CONSULTANT shall
25 defend and pay, at its sole expense, all costs and fees including but not limited to
26 attorney fees, cost of investigation, and defense and settlements or awards against the
27 Indemnitees.

28 19.2 With respect to any action or claim subject to indemnification herein by

1 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of
2 their own choice and shall have the right to adjust, settle, or compromise any such
3 action or claim without the prior consent of AGENCY; provided, however, that any such
4 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
5 CONSULTANT'S indemnification to Indemnitees as set forth herein.

6 19.3 CONSULTANT'S obligation hereunder shall be satisfied when
7 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
8 Indemnitees from any liability for the action or claim involved.

9 19.4 The specified insurance limits required in this Agreement shall in no way
10 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
11 Indemnitees from third party claims.

12 19.5 In the event there is conflict between this clause and California Civil Code
13 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
14 interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the
15 fullest extent allowed by law.

16 **21. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto
17 as a final expression of their understanding with respect to the subject matter hereof
18 and as a complete and exclusive statement of the terms and conditions thereof and
19 supersedes any and all prior and contemporaneous agreements and understandings,
20 oral or written, in connection therewith. Any amounts to or clarification necessary to this
21 Agreement shall be in writing and acknowledged by all parties to the Agreement. This
22 Agreement may be changed or modified only upon the written consent of the Parties.

23 ///

24 ///

25 ///

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27

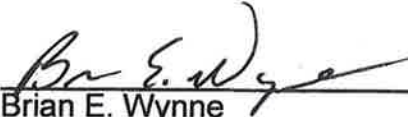
28

1 **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as
2 Successor Agency to the Redevelopment Agency for the County of Riverside and
3 CONSULTANT, have executed this Agreement as of the date first above written.

4 COUNTY OF RIVERSIDE

URS CORPORATION, DBA URS
COROPORATION AMERICAS.

7 _____
John Tavaglione, Chairman
Board of Supervisors



Brian E. Wynne
Vice President

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

14  6/20/12

Deputy

17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 _____
21 Deputy



EXHIBIT "A"

January 16, 2012

Ms. Vikki Kuntz
Environmental Planner
County of Riverside Economic Development Agency
3403 10th Street, Suite 400
Riverside, California 92501

REVISED PROPOSAL:

**Additional Site Characterization
Subsurface Soil and Groundwater Investigation, Northwest Portion of Property
5786 Mission Boulevard
Riverside, California
For Riverside County Economic Development Agency**

Dear Ms. Kuntz:

INTRODUCTION

The URS Corporation (URS) is pleased to provide the Riverside County Economic Development Agency (EDA) with this Proposal to perform further Site Characterization for the above-referenced property. This Revised Proposal is an update to our proposal dated April 29, 2011 which was in response to our submittal of the Additional Site Characterization Report dated January 21, 2011. This report was submitted to the County of Riverside Department of Environmental Health (DEH) regarding the investigation of hydrocarbon impacted soils beneath the Site. These hydrocarbon impacts were identified during the completion of a Phase I and Phase II Environmental Site Assessment (ESA) performed by URS for the Site. After completing the ESA, URS furnished EDA with reports dated April 2, and June 23, 2010, documenting the findings, conclusions, and recommendations of the ESA.

This revision to the April 29, 2011 Proposal is being provided due to recent Site condition changes, specifically the County has purchased the property and the building itself has been demolished and removed, however the building slab remains. This revision also reflects current subcontract pricing and rates as the previous Proposal is more than 8 months old.

The Phase II investigation was performed to assess a recognized environmental condition (REC), a former gasoline service station discovered during our Phase I ESA of the Site. This identified hydrocarbon impacted soils at the Site located southeast of the existing building located on the Site. The additional Site investigation was performed to define the lateral and vertical extents of the impacts to soil and make a preliminary assessment of groundwater impacts, if any. The location of the soil borings advanced at the Site for these investigations was limited to those areas of the parking lot south and east of the existing building. Due to the presence of the building, no soil or groundwater samples were collected directly under the building foot print.

URS Corporation
4505 Allstate Drive
Riverside, CA 92501
Telephone - (951) 778-9601
Fax - (951) 778-9056
www.urscorp.com

URS Corporation
3500 Porsche Way, Ste. 300
Ontario, CA 91764
Telephone - (909) 980-4000
Fax - (909) 980-1399
www.urscorp.com



Mr. Vikki Kuntz
Riverside County Economic Development Agency
January 16, 2011
Page 2

The results of the additional investigation defined the southern and eastern limits of the hydrocarbon impacts to soil, however the impacts were greatest at sample locations collected at the southeast corner of the building. This suggests soil impacts likely extend to the northwest from the point, but there is currently no data to define the lateral extent of these impacts under the building footprint. Investigation of the soils under the building footprint are necessary to properly define the extent of hydrocarbon impacts at the Site.

PURPOSE AND SCOPE OF SERVICES

- The purpose of this proposal is to provide a cost estimate to perform additional Site characterization of the area currently under the building footprint. The work will generally follow the Corrective Action Work Plan for Site Characterization (CAWP) and be in accordance with the requirements defined in the County of Riverside DEH Site Assessment and Cleanup Corrective Action Guidelines, Revision 2/2007.

To address the DEH requirements, URS proposes the following scope of services:

1. Prepare a Letter Addendum to the existing CAWP which will define the proposed locations for up to four (4) additional soil borings to be advanced at the Site. In general, the laboratory analytical, drilling and sampling methodologies, and reporting process will be as defined in the CAWP.
2. Obtain approval from the EDA to conduct drilling and sampling activities at the Site;
3. Update the existing Health and Safety Plan as necessary to cover the project specific tasks;
4. Contact Underground Services Alert 48 hours in advance of drilling and sampling activities to clear subsurface utilities crossing the Site and subsurface obstructions to drilling.
5. Collect soil and groundwater samples as defined in the Letter Addendum to the CAWP by the means of direct push techniques. This is estimated to require one 8-hour working day drilling Geoprobe borings in the former building footprint area and collecting soil samples at 5-foot intervals for laboratory analysis from a total of not more than four boring locations. Staff will place these borings as a close as possible the locations defined in the Letter Addendum to the CAWP. A total of three borings will be advanced to 40 feet bgs. One additional boring will be advanced to 55 feet bgs. Soil samples will be collected from all four borings (not to exceed 35 discreet samples). One groundwater grab sample will be collected from the deeper boring;
6. Submit the samples to a laboratory certified to perform chemical testing in the State of California. Sample analysis will be in accordance with the CAWP, and



Mr. Vikki Kuntz
Riverside County Economic Development Agency
January 16, 2011
Page 3

the Letter Addendum. Those samples with detections of VOCs. For costing, the following maximum sample quantities are assumed:

- **Soil:**
 - TPHccid by 8015 – 35 samples
 - VOCs full scan w/ oxy by 8620 - 35 samples
 - TPH gasoline by 8260 (performed on samples run for VOCs) – 35 samples
 - Total Lead by SW 846 - 3 samples
 - CAM 17 metals by 6010 - 1 sample (for waste characterization)
 - BTEX and MTBE by 8260 - 1 sample (for waste characterization)
 - **Water:**
 - TPHccid by 8015 - 1 sample
 - VOCs full scan w/ oxy by 8620 - 1 sample
 - Total Lead by SW 846 - 1 sample;
7. Backfill the Geoprobe borings with hydrated bentonite or cement bentonite grout as appropriate and surface them with cold-patch asphalt.
 8. Prepare one draft and one final report to document the findings, conclusions, and recommendations of the Additional Site Characterization Investigation.

The CAWP describes an investigative approach to provide vertical and lateral delineation of hydrocarbon impacts to soil in the general areas of Borings B-4, B-6, and B-7. The Letter Addendum to the CAWP will provide proposed boring locations and sample depths for those areas under the building footprint which have not been investigated at this point. The CAWP follows the County of Riverside DEH Site Assessment and Cleanup Corrective Action Guidelines, Revision 2/2007 and will be intended to satisfy the requirements of DEH for work plans and the site specific investigative needs. Proposed investigative techniques in the CAWP were selected based on the 2007 DEH guidelines, known and assumed Site conditions, discussions with DEH, and best value. Actual conditions encountered may vary from anticipated and may require alternative methodologies to complete the sample collection. These alternative approaches are not included as part of this cost estimate.

SCHEDULE AND ESTIMATED CHARGES

URS is prepared to begin the services described herein upon receipt of written authorization to proceed from the EDA and complete them in approximately four weeks. During the course of our investigation we will apprise you of findings that could indicate the need for further investigation. URS proposes to perform the services described herein on a **time-and-expense** basis for an estimated fee of **\$16,500**. These fees will not be exceeded without your prior authorization.

**URS
Los Angeles Basin
2012 Schedule of Fees and Charges (Rate Table)**

The following describes the basis for compensation for service performed during the fiscal year 2012.

This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year: The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Service, including office, field and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

Labor Classification-Professional Staff	Hourly Rate
Graduate Engineer, Geologist, Scientist	\$115
Engineer, Geologist, Scientist	\$125
Senior Engineer, Geologist, Scientist	\$140
Project Manager	\$175
Project Engineer, Geologist, Scientist	\$180
Senior Project Manager	\$195
Principal Engineer, Geologist, Scientist	\$235
Project Director	\$295
Office Technicians	Hourly Rate
Drafter/Illustrator	\$85
Senior Drafter/Illustrator	\$100
Designer	\$105
Senior Designer	\$110
Lead Designer	\$120
Field Technicians	Hourly Rate
Technician	\$95
Senior Technician	\$105
Senior Project Technician	\$115
Project Superintendent	\$125
Project Administrators	Hourly Rate
Clerical	\$65
Project Assistant	\$80
Project Administrator	\$95
Senior Project Administrator	\$100
Principal Project Administrator	\$115

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates.

*The above rates do not include prevailing wages as determined by the Department of Industrial Relations on Public Works projects. Prevailing wages and benefits are billed at a higher rate in comparison to the URS rate.

When URS staff, appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions will be charged at the standard labor rate.

LABORATORY SERVICES & EQUIPMENT CHARGES

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 15%.

Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile, routine postage and incidental copying costs will be charged a flat rate of 4% of total gross labor charges.

Computers

The use of in-house computers for spreadsheets, word processing, and other similar functions are included in the hourly rates under Personnel Charges. Specialty software including Computer-Aided Design and Drafting (CADD), modeling software (Geographic Information Systems, noise, air emissions, groundwater and other modeling applications), and similar software will be charged at \$10.00 per hour.

Plots

The following charges will apply for plots generated by the CADD and GIS systems. Color paper plots: \$18.00 for 24x36, and \$22.00 for 36x48. Non-color paper plots: \$7.00 each. Mylar: \$20.00 for 24x36 and \$25.00 for 36x48.

Document Reproduction

In-house reproduction will be charged at \$0.10 a page for black and white and \$1.25 a page for color.

Vehicles and Mileage

Leased field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$85.00 per day. The mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

**URS
Los Angeles Basin
2012 Schedule of Fees and Charges (Multiplier)**

The following describes the basis for compensation for service performed during the fiscal year 2012.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the rate of 3.75 times the raw salary of the URS staff performing the work or times the rate charged by contract personnel under URS supervision and using URS facilities.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates.

When URS staff, appear as expert witnesses at court trials, mediation, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard rate. All time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the standard 3.75 times raw salary rate.

Special project accounting reporting and financial services, including submission of invoice support documentation will be charged.

LABORATORY SERVICES & EQUIPMENT CHARGES

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 15%.

Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile, routine postage and incidental copying costs will be charged a flat rate of 4% of total gross labor charges.

Computers

The use of in-house computers for spreadsheets, word processing, and other similar functions are included in the hourly rates under Personnel Charges. Specialty software including Computer-Aided Design and Drafting (CADD), modeling software (Geographic Information Systems, noise, air emissions, groundwater and other modeling applications), and similar software will be charged at \$10.00 per hour.

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The following charges will apply for plots generated by the CADD and GIS systems. Color paper plots: \$18.00 for 24x36, and \$22.00 for 36x48. Non-color paper plots: \$7.00 each. Mylar: \$20.00 for 24x36 and \$25.00 for 36x48.

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This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

RESOLUTION NO. 2012-011

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING SUCCESSOR AGENCY AGENDA ITEM 4.1 OF JULY 17, 2012, RELATED TO SUBSURFACE SOIL AND GROUNDWATER INVESTIGATION SERVICES FOR THE MISSION PLAZA PROJECT

WHEREAS, redevelopment agencies were dissolved as of February 1, 2012, following a California Supreme Court ruling in *California Redevelopment Association v. Matosantos* upholding Assembly Bill x1 26;

WHEREAS, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

WHEREAS, provisions of Assembly Bill x1 26 require that each Successor Agency have an oversight board to oversee and review the actions of the Successor Agency as it winds down the affairs of the former Redevelopment Agency;

WHEREAS, an Oversight Board has been formed, pursuant to Health and Safety Code Section 34179;

WHEREAS, Health and Safety Code Section 34179(e) was amended through Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted by resolution; and,

WHEREAS, the Successor Agency recommends Oversight Board approval of the Consulting Services Agreement for Subsurface Soil and Groundwater Investigation Services with URS Corporation, DBA URS Corporation Americas related to the Mission Plaza Project, as approved by the County of Riverside Board of Supervisors on July 17, 2012, as Successor Agency agenda item 4.1,

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED by the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside as follows:

1. The Oversight Board approves Successor Agency agenda item 4.1 of July 17, 2012;

1 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
2 Oversight Board may be reviewed by the State of California Department of Finance, and,
3 therefore, this Resolution shall not be effective until five (5) business days after approval,
4 subject to a request for review by the State of California Department of Finance.

5 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
6 Agency to the Redevelopment Agency for the County of Riverside on August 2, 2012.

7
8 Approved as to Form:
9 Oversight Board Legal Counsel

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11
12 By: _____

13 James M. Casso
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**OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE**

Reports, Discussion and Action Items

Meeting Date: August 2, 2012

Action: Approval of Mission Boulevard Revitalization Plan, Phase V Project - Notice of Completion, Release of Retained Funds, and Change Order No. 3, via Resolution No. 2012-012 - Successor Agency Agenda Item 4.8, as approved by the County of Riverside Board of Supervisors on July 17, 2012

Disputed Item: No

In ROPS: Yes; Page 8, Items 12-14

Amount: \$78,418

Background:

On July 17, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.8, the Notice of Completion, Release of Retained Funds, and Change Order No. 3 for the Mission Boulevard Revitalization Plan, Phase V Project.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve agenda item 4.8 related to the Mission Boulevard Revitalization Plan, Phase V Project, as approved by the County of Riverside Board of Supervisors on July 17, 2012.

Attachments:

- Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.8 of July 17, 2012
- Resolution No. 2012-012, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving Successor Agency Agenda Item 4.8 of July 17, 2012, Related to the Notice of Completion, Release of Retained Funds, and Change Order No. 3 for the Mission Boulevard Revitalization Plan, Phase V Project

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

548



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
July 5, 2012

SUBJECT: Mission Boulevard Revitalization Plan, Phase V Project - Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the construction of the Mission Boulevard Revitalization Plan, Phase V Project as complete and authorize the release of retention in the amount of \$404,489, being held in an escrow account, pursuant to section 22200 of the California Public Contract Code, 35-days after recording the Notice of Completion;
2. Authorize the Chairman to execute the attached Notice of Completion for the project;

(Continued)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 78,418	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds (previously approved budget)	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: *Jennifer Sargent*
Jennifer Sargent

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is tentatively approved pending final action by the oversight board.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: RDA, EDA, CIP, Auditor, Recorder

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

Prev. Agn. Ref.: 3.15 & 4. 9 of 1/24/12 District: 2/2 Agenda Number: **4.8**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Paul Angulo* 6/21/12 DATE: 6/21/12
MARSHAL L. VICTOR
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong* 7/3/12
SAMUEL WONG
Departmental Concurrence

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

RECOMMENDED MOTION: (Continued)

3. Authorize the Clerk of the Board to file the attached Notice of Completion for the project;
4. Authorize the Chairman to execute the Construction Change Order No. 3 for a net credit to the Project in the amount of (\$326,072); and
5. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND:

On September 14, 2010, the Board of Directors awarded the construction of the Mission Boulevard Revitalization Plan, Phase V Project to All American Asphalt. The project included street and sidewalk improvements, traffic signal modifications, storm drain, and median reconstruction including landscaping and lighting, from 100 feet west of La Rue Street to Valley Way, in the city of Jurupa Valley. Due to rain delays, unknown and unidentified utilities, and construction delays, the completion date was pushed back by approximately four months. Liquidated damages were assessed to the contractor for the failure to perform and complete the project within the approved construction timeline.

The Agreement with All American Asphalt for \$4,891,870, as previously referenced, included a 10 percent withholding for retention on all work performed to date for the project. Retention is withheld to ensure performance of the contract, repair defective work, pay for claims or stop notices filed, compensate subcontractors that have not been paid for work performed, damages, and delays. Upon acceptance of the project and recording of the Notice of Completion, if there are no stop notices filed or corrective actions required within thirty-five calendar days of recording, the Agency will release all retention monies being withheld to the Contractor. The retention amount of \$404,489 does not reflect an increase in budget or an allocation of additional funds. The total contract amount, including this retention, is shown on the Recognized Obligation Payment Schedule.

Change Order No. 3 is for work completed to date, which will amount to a net deductive change order in the amount of (\$326,072). The additive line items within the change order are for work that was outside of the contract with All American Asphalt and which was unanticipated at the original time of bid. This work was required to be performed in order to deliver a finished project.

Construction of the project has been completed and formal acceptance of the improvements is recommended.

Attachments:

- Notice of Completion
- Change Order No. 3



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrclkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date: 7-17-12

Signature: *Karen Barton*

Print Name: Karen Barton, Board Assistant, Riverside County Clerk of the Board

2 **RESOLUTION NO. 2012-012**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.8 OF JULY 17, 2012, RELATED TO NOTICE OF**
6 **COMPLETION, RELEASE OF RETAINED FUNDS, AND CHANGE ORDER NO. 3 FOR THE**
7 **MISSION BOULEVARD REVITALIZATION PLAN PHASE V PROJECT**

8 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
9 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
10 upholding Assembly Bill x1 26;

11 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
12 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

13 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
14 have an oversight board to oversee and review the actions of the Successor Agency as it
15 winds down the affairs of the former Redevelopment Agency;

16 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
17 Code Section 34179;

18 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
19 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
20 by resolution; and,

21 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
22 Notice of Completion, Release of Retained Funds, and Change Order No. 3 related to the
23 Mission Boulevard Revitalization Phase V Project, as approved by the County of Riverside
24 Board of Supervisors on July 17, 2012, as Successor Agency agenda item 4.8,

25 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
26 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
27 Riverside as follows:

- 28
 1. The Oversight Board approves Successor Agency agenda item 4.8 of July 17, 2012;

1 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
2 Oversight Board may be reviewed by the State of California Department of Finance, and,
3 therefore, this Resolution shall not be effective until five (5) business days after approval,
4 subject to a request for review by the State of California Department of Finance.

5 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
6 Agency to the Redevelopment Agency for the County of Riverside on August 2, 2012.

7
8 Approved as to Form:
9 Oversight Board Legal Counsel

10
11
12 By: _____
13 James M. Casso

**OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE**

Reports, Discussion and Action Items

Meeting Date: August 2, 2012

Action:

- 1. Conduct a public hearing pursuant to Health and Safety Code Section 34181(f), in connection with the transfer of Redevelopment Agency housing assets to the Housing Authority of the County of Riverside**
- 2. Approve the transfer of Redevelopment Agency housing assets to the Housing Authority of the County of Riverside, via Resolution No. 2012-013 - Successor Agency Agenda Item 4.2, as approved by the County of Riverside Board of Supervisors on July 3, 2012**

Background:

On July 3, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.2, the Transfer of Redevelopment Agency Housing Assets to the Housing Authority of the County of Riverside.

Specific details pertaining to the agenda item, and a list of the housing assets to be transferred, are included in the attached staff report to the BOS.

Notice of this public hearing was published in the Press Enterprise, the Desert Sun, and the Palo Verde Times on July 20, 2012.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve the transfer of Redevelopment Agency housing assets to the Housing Authority of the County of Riverside - Successor Agency Agenda Item 4.2, as approved by the County of Riverside Board of Supervisors on July 3, 2012

Attachments:

- Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.2 of July 3, 2012
- Resolution No. 2012-013, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving the Transfer of Redevelopment Agency Housing Assets to the Housing Authority of the County of Riverside

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

445



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
June 21, 2012

SUBJECT: Transfer of Redevelopment Agency Housing Assets to the Housing Authority of the County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a joint public hearing with the Board of Commissioners pursuant to Section 33431 of the Health and Safety Code and Section 6066 of the Government Code in connection with the transfer of housing assets to the Housing Authority;
2. Find that the transfer of housing assets is exempt from the California Environmental Quality Act pursuant to Section 15300.1;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD of Commissioners AGENDA: Yes

SOURCE OF FUNDS: N/A	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

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: July 3, 2012
xc: RDA, EDA, Housing, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

(Comp.Item 10.1)

Prev. Agn. Ref.:

District: All

Agenda Number 4.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED: COUNTY COUNSEL
BY: ANITA C. WILLIS
6-20-12
Concurrence

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

RECOMMENDED MOTION: (Continued)

3. Adopt Resolution No. 2012-006 approving the transfer of any and all assets, liabilities, duties, loans, leases, and obligations associated with the housing activities of the former Redevelopment Agency for the County of Riverside (RDA) to the Housing Authority of the County of Riverside (HACR), subject to approval of the Oversight Board;
4. Direct staff to submit this item to the next Oversight Board for approval;
5. Authorize the Chairman of the Board to execute grant deeds to effectuate the transfer of real property assets to the HACR upon approval of the Oversight Board;
6. Direct the Clerk of the Board to file a Notice of Exemption upon approval by the Oversight Board; and
7. Subject to the approval of the Oversight Board, direct the Assistant County Executive Officer/EDA, or designee, to take all required steps to implement the transfer.

BACKGROUND:

Pursuant to California Health and Safety Code Section 34176, the redevelopment dissolution bill, the Riverside County Board of Supervisors adopted Resolution No. 2012-035 on January 10, 2012, which designated the Housing Authority of the County of Riverside (HACR) as the Successor Agency for the redevelopment housing function. On the same date, the County of Riverside Housing Authority Board of Commissioners accepted, via adoption of Resolution No. 2012-001, the responsibility for performing all activities as the successor to the redevelopment housing function. On February 1, 2012, all California redevelopment agencies were eliminated and the Housing Authority for the County of Riverside assumed the functions of the Successor Agency. HACR will assume all the former redevelopment housing functions previously performed by the redevelopment agency, including all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities (collectively, the Housing Assets).

The Housing Assets to be transferred to the HACR are included as attachments to Resolution No. 2012-006; the lists of Housing Assets in the attachments include the major assets such as real property and loans receiveable, but is not inclusive of all assets that will be transferred. In accordance with Health and Safety Code sections 34177 and 34181 which require the Successor Agency to transfer all housing assets to the entity assuming the housing functions, staff is requesting that the Board formally transfer all Housing Assets formerly held under the RDA's redevelopment authority to the HACR. The transfer is important for the HACR's ability to administer and manage the Housing Assets consistent with the Community Redevelopment Law found at Health and Safety Code section 33000 et seq., and exercise all rights and obligations associated with the former redevelopment agency housing functions.

(Continued)

Successor Agency to the Redevelopment Agency
Transfer of Redevelopment Agency Housing Assets to the Housing Authority of the County of
Riverside
June 21, 2012
Page 3

BACKGROUND: (Continued)

Notice was given pursuant to Section 33431 and Section 6066 of the Government Code of the Successor Agency's intent to transfer the RDA Housing Assets to the HACR. The transfer of Housing Assets does not constitute a project subject to the requirements of the California Environmental Quality Act pursuant to Section 15300.1.

County Counsel has reviewed and approved the resolutions and attached documents as to form. Staff recommends that the Board approve the transfer of Housing Assets.

Attachments:
Resolution No. 2012-006
CEQA Notice of Exemption
Public Notice

2
3 **RESOLUTION 2012-006**

4 **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE**
5 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,**
6 **DIRECTING THE TRANSFER OF FORMER REDEVELOPMENT AGENCY**
7 **HOUSING ASSETS TO THE HOUSING AUTHORITY OF THE COUNTY OF**
8 **RIVERSIDE PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34176,**
9 **34177 AND 34181**

10 **WHEREAS,** pursuant to Health and Safety Code Section 34173, the County of Riverside
11 (“Successor Agency”) elected to act as the successor agency to the Redevelopment Agency for
12 the County of Riverside on January 10, 2012;

13 **WHEREAS,** pursuant to Health and Safety Code Section 34179, the Oversight Board
14 was appointed for the Successor Agency;

15 **WHEREAS,** pursuant to Health and Safety Code Section 34176, the County of
16 Riverside, as the entity that authorized the creation of the Redevelopment Agency for the County
17 of Riverside (“Agency”), elected by adoption of Resolution No. 2012-035 dated January 12,
18 2012, not to retain the housing assets and functions previously performed by the Agency, and
19 instead elected to transfer all rights, powers, assets, liabilities, duties, and obligations associated
20 with the housing activities of the Agency, excluding any amounts on deposit in the Low and
21 Moderate Income Housing Fund, to the Housing Authority of the County of Riverside
22 (“HACR”);

23 **WHEREAS,** by adoption of Resolution No. 2012-001 dated January 10, 2012, the
24 HACR accepted the transfer of housing functions and assets to the HACR;

25 **WHEREAS,** pursuant to Health and Safety Code Section 34177, the Successor Agency
26 is required to effectuate the transfer of housing functions and assets to the appropriate entity
27 designated pursuant to Health and Safety Code Section 34176;

28 **WHEREAS,** pursuant to Health and Safety Code Section 34181 the Successor Agency is
required to transfer housing functions previously performed by the Agency, including all rights,

1 powers, assets, liabilities, duties, and obligations associated with the housing activities of the
2 Agency, to the appropriate entity pursuant to Health and Safety Code section 34176;

3 **WHEREAS**, a list of all Agency housing assets to be transferred by the Successor
4 Agency to the HACR is attached to this Resolution as Exhibits A and B; and

5 **WHEREAS**, notice of the proposed transfer of the transfer of real property assets has
6 been provided pursuant to Health and Safety Code Section 33431 and Government Code Section
7 6066;

8
9 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED by the**
10 **Board of Supervisors of the County of Riverside as follows:**

11 1. That the Board of Supervisors hereby finds and declares that the above recitals are true
12 and correct.

13 2. Subject to approval of the Oversight Board, the Successor Agency hereby designates
14 the assets set forth in Exhibit A and Exhibit B, attached to this Resolution as the housing assets
15 of the former Agency, and directs that these assets, along all rights, powers, liabilities, duties,
16 and obligations associated with the housing activities of the former Agency, be transferred to the
17 HACR, pursuant to Health and Safety Code Sections 34176, 34177, and 34181;

18 4. Pursuant to Health and Safety Code Section 34179, all actions taken by the Oversight
19 Board may be reviewed by the State of California Department of Finance, and, therefore, this
20 Resolution shall not be effective for three (3) business days after the Oversight Board approves
21 this Resolution adopted by the Successor Agency, pending a request for review by the State of
22 California Department of Finance.

ROLL CALL:

24 /// Ayes: Buster, Tavaglione, Stone, and Benoit
25 /// Nays: None
26 /// Absent: Ashley

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

KECIA HARPER-IHEM, Clerk of said Board

By: Karla Hunter
Deputy

EXHIBIT A

RDA ASSETS TRANSFERRED TO THE HOUSING AUTHORITY OF THE
COUNTY OF RIVERSIDE

EXHIBIT A
RDA ASSETS TRANSFERRED TO THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

Project Identity	Supervisory District	City/Community	APN	Improvements	Vacant	Acres
1 Highgrove Family Apartments	2	Community of Highgrove	255070018 (formerly 255070013)	None	Yes	6.71 (formerly 7.43)
2 Camino Real	2	City of Jurupa Valley	185470002	None	Yes	3.09
3	2	City of Jurupa Valley	185470001	None	Yes	2.79
4	2	City of Jurupa Valley	185460001	None	Yes	9.65
5 Canal Street	2	City of Jurupa Valley	177231014	None	Yes	0.48
6	2	City of Jurupa Valley	179330003	None	Yes	1.85
7 Cottonwood Mobile Home Park	2	City of Jurupa Valley	179330005	None	Yes	1.58
8	2	City of Jurupa Valley	179330002	None	Yes	1.00
9	2	City of Jurupa Valley	177020018	None	Yes	6.34
10 Lockhart	2	City of Jurupa Valley	177110005	None	Yes	0.25
11	2	City of Jurupa Valley	177020012	None	Yes	0.17
12	2	City of Jurupa Valley	181041004	None	Yes	0.49
13	2	City of Jurupa Valley	181030002	None	Yes	2.44
14	2	City of Jurupa Valley	181041002	None	Yes	3.04
15 Vista Rio Apartments	2	City of Jurupa Valley	181041008	None	Yes	0.53
16	2	City of Jurupa Valley	181041001	None	Yes	1.47
17	2	City of Jurupa Valley	181041007	Post Office	No	1.18
18	2	City of Jurupa Valley	169100057	Vacant	Yes	2.27
19	2	City of Jurupa Valley	169100055	Vacant	Yes	3.24
20 Mission Village Single-Family Subdivision	2	City of Jurupa Valley	169070031	Vacant	Yes	0.83
21	2	City of Jurupa Valley	169070035	Vacant	Yes	0.05

22		3	City of Hemet	443050031	None	Yes	0.87
23		3	City of Hemet	443050028	None	Yes	0.60
24		3	City of Hemet	443050027	None	Yes	0.32
25		3	City of Hemet	443050002	None	Yes	1.09
26		3	City of Hemet	443050030	None	Yes	0.14
27		3	City of Hemet	443050029	None	Yes	0.57
28		3	City of Hemet	443050003	None	Yes	1.09
29		3	City of Hemet	443050024	None	Yes	0.94
30		3	City of Hemet	443050023	None	Yes	0.31
31		3	City of Hemet	443050021	None	Yes	0.39
32		3	City of Hemet	443050022	None	Yes	0.75
33		3	City of Hemet	443050004	None	Yes	0.15
34	North Hemet Housing	3	City of Hemet	443050039	None	Yes	1.28
35		3	City of Hemet	443050018	None	Yes	0.29
36		3	City of Hemet	443050020	None	Yes	0.57
37		3	City of Hemet	443050017	None	Yes	1.14
38		3	City of Hemet	443050033	Multifamily	No	0.54
39		3	City of Hemet	439060011	Multifamily	No	0.85
40		3	City of Hemet	439060009	Multifamily	No	1.78
41		3	City of Hemet	439060024	Commercial	No	0.03
42		3	City of Hemet	439060010	Warehouse	No	2.89
43		3	City of Hemet	439281035	Commercial	No	1.79
44		3	City of Hemet	439060015	SFR	No	0.24
45		3	City of Hemet	439060014	Commercial	No	0.20
46		3	City of Hemet	439060013	Commercial	No	0.91
47	100 Palms Housing Project	4	Community of Thermal	751130020	Vacant	Yes	1.85
48		4	Community of Thermal	751130019	Vacant	Yes	7.58
49	Villalobos Mobile Home Park	4	Community of Thermal	757260009	Mobile Home Units	No	14.80
50		4	Community of Thermal	751160009	Date Farm	No	13.51
51		4	Community of Thermal	751160007	Date Farm	No	9.78
52	Middleton St & 66th Ave	4	Community of Thermal	751160014	Date Farm	No	0.24
53		4	Community of Thermal	751160012	Date Farm	No	0.34
54		4	Community of Thermal	751160004	Vacant	Yes	0.34
55	Hernandez Mobile Home Park	4	Community of Thermal	757110023	Mobile Home Units	No	1.95
56	Las Mananitas	4	Community of Thermal	727030030	Farmworker Hsg	No	2.30
57	Sherman Road, Romoland	5	Community of Romoland	329221008	Vacant	Yes	1.94

Leases	Supervisory District	City/Community	APN	Current Condition	Rent	Lessee	Expiration Term
1 Vista Rio Apartments	2	City of Jurupa Valley	181041007	Post Office	\$6,416.67/month	U.S Postal Service	12/31/2013
2 Las Mananitas (Ground Lease)	4	Community of Mecca	727030030	Ground Lease	\$0.00	CVHC	7/1/2056
3 Cocopah Nurseries	4	Community of Thermal	751160009	Date Farm	\$1.00/annual	Cocopah Nurseries, Inc.	6/8/2011
	4	Thermal	751160007	Date Farm	\$1.00/annual	Cocopah Nurseries, Inc.	6/8/2011
	4	Thermal	751160014	Date Farm	\$1.00/annual	Cocopah Nurseries, Inc.	6/8/2011
	4	Thermal	751160012	Date Farm	\$1.00/annual	Cocopah Nurseries, Inc.	6/8/2011

EXHIBIT B

SCHEDULE OF LOANS RECEIVABLE TRANSFERRED TO THE HOUSING
AUTHORITY OF THE COUNTY OF RIVERSIDE

EXHIBIT B		
OF LOANS RECEIVABLE TRANSFERRED TO THE HOUSING AUTHORITY OF THE COUNTY OF		
As of January 31, 2012		
File No.	Address	Approximate Balances of Loans Receivable - January 31, 2012
CVHC0403.99	PROJECT (FR CALHFA)	697,646.82
CVHC0407.177		45,977.07
H2.0071.04B	3976 Pontiac Ave., Riverside, CA 92509	120,000.00
KJVA383A	apns: 179-252-015/016	294,825.00
RHP08076	23271 Sand Canyon Cir, Corona, CA 92883	45,200.00
AGHL0004.99	40-265 GALINDO COURT	72,364.92
AGHL0007.99	88-855 AVENUE 70	75,000.00
AGHL0008.99	85-641 MIDDLETON STREET	75,000.00
AGHL0009.99	79-550 AVENIDA 40	74,999.96
AGHL0013.99	& M./ARELLANO, A. & N.	75,000.00
AGHL0018.99	66-250 MARTINEZ ROAD	75,000.00
AGHL0022.99	52-255 FILMORE STREET	75,000.00
AGHL0031.99	87-260 AVENUE 61	75,000.00
AGHL0035.99	62-775 HIGHWAY 111	75,000.00
AGHL0045.99	69-455 PIERCE ST	75,000.00
AGHL0053.99	58120 Monroe St.	27,821.63
AGHL0072.99	88475 Ave 57	6,843.00
AGHL002499	79-745 Avenue 40, Indio Ca 92201	75,000.00
AGHL005406	84-901 AIRPORT BOULEVARD	208,460.00
FT-02-010	98-652 Seascape, North Shore, CA 92254	22,284.16
FT-02-013	69-490 CUTTER WAY	21,000.00
FT-02-014	99-124 CLUB VIEW DRIVE	20,000.00
FT-02-027	69-265 SCHOONER WAY	20,000.00
FT-02-028	99-186 Lookout Dr, North Shore, CA 92254	20,000.00
FT-02-029	69-305 BEACHCOMBER WAY	20,000.00
FT-02-031	68680 Beachcomber Way, North Shore, CA 922	20,000.00
FT-96B-071	3701 HUNTER STREET	14,000.00
FT-96B-078	28565 ERIDANUS DRIVE	18,598.00
FT-96B-082	8485 GALENA STREET	15,000.00
FT-96B-083	33600 CANYON RANCH ROAD	19,300.00
FT-96B-091	32504 STRIGEL COURT	20,000.00
FT-96B-095	3239 Hadley Dr, Mira Loma Ca 91752	20,000.00
FT-97-012	40354 CLARK DRIVE	13,100.00
FT-97-054	40644 LELA MAY AVE	11,800.00
FT00001	91-226 VISTA COURT	20,000.00
FT00002	91176 VISTA COURT	20,000.00
FT00033	64-169 MIRAVILLA WAY	30,000.00
FT98060	40794 JOHNSTON AVE	15,990.00
H1002707A	21120 MARTIN STREET	5,800.00
H2.0122.09	5494 DODD STREET	72,807.22
HIP0199.01		20,000.00
HIP0701.01		20,000.00
HIP0703.01		20,000.00
HIP0703.02		24,673.00
HP-00-018	44-019 LLOYD ST	37,319.00
HP-93-027C	21387 PECAN STREET	12,004.32
HP-94-001B	32951 MESA DRIVE	25,000.00
HP-96-002B	22450 SKY RIDGE AVENUE	37,495.00
MHTL1926.99	85-641 MIDDLETON ST., SP.12	1,677.94
MHP0407.462B	OASIS GARDENS	65,000.00
MHP0407.462C	OASIS GARDENS	65,000.00
MHPL001.99	92241 NATIONAL AVENUE	504,358.61
MHPL0079.99	56-625 Desert Cactus Dr, Thermal CA 92274	29,999.98
MHTL0845.99	62900 Lincoln, Space 66	30,000.00
KMHTL1002		5,930.63
KMHTL1003	62774 Hwy 111, Space 11	29,999.98
MH5.0058.04	27745 ADAMS AVENUE	144,889.00
MH5011805	24331 MAIN STREET	147,680.00
MH5014505	22585 ELLIS AVENUE	148,074.00

MHTL.0002.99	62-775 HIGHWAY 111	30,055.96
MHTL.0003.99	81-600 FRED WARING DR, #305	19,857.16
MHTL.0005.99	87-260 AVENUE 61	29,999.00
MHTL.0007.99	79-550 AVENUE 40	35,290.30
MHTL.0015.99	53-467 CALHOUN ST	29,424.00
MHTL.0016.99	62900 LINCOLN ST SPACE	30,000.00
MHTL.0019.99	88-855 AVENUE 70	25,860.00
MHTL.0020.99	40265 Galindo Ct., Space 12	30,000.00
MHTL.0027.99	62-900 LINCOLN ST SPACE #105	30,000.00
MHTL.0028.99	87-260 AVENUE 61	29,999.98
MHTL.0029.99	88-300 AVENUE 57	30,000.00
MHTL.0038.99	62900 LINCOLN STREET SPACE	30,000.00
MHTL.0039.99	87-260 AVENUE 61	29,152.00
MHTL.0049.99	62900 LINCOLN ST	30,000.00
MHTL.0068.99	62900 LINCOLN ST. SPACE	30,000.00
MHTL.0080.99	88-855 AVENUE 70	27,192.00
MHTL.0081.99	45687 PALM DRIVE #118	29,467.33
MHTL.0088.99	17-555 CORKILL RD, SPACE 22	28,578.60
MHTL.0106.99	88-300 AVENUE 57 SPACE 1	30,000.00
MHTL.0108.99	62-774 HIGHWAY 111	30,000.00
MHTL.0123.99	88-300 AVENUE 57 SPACE 7	30,000.00
MHTL.0136.99	62900 LINCOLN STREET	30,000.00
MHTL.0143.99	62-900 LINCOLN ST	30,000.00
MHTL.0152.99	91141 Natmal, Space 4	30,000.00
MHTL.0153.99	62960 LINCOLN STREET	30,000.00
MHTL.0157.99	71-660 VANDER VEER RD.	30,000.00
MHTL.0183.99	62900 LINCOLN STREET SPACE 79	30,000.00
MHTL.0194.99	92-241 NATIONAL AVE.	30,000.00
MHTL.0224.99	40265 Galido Ct., Space 10	27,820.01
MHTL.0232.99	62-775 HIGHWAY 111	30,000.00
MHTL.0236.99	62900 Lincoln, Space 88	30,000.00
MHTL.0238.99	87-260 AVENUE 61	30,000.00
MHTL.0257.99	98555 Polk, Space 59	30,000.00
MHTL.0264.99	62900 LINCOLN STREET	30,000.00
MHTL.0265.99	88-855 AVENUE 70 SPACE 1	30,000.00
MHTL.0267.99	79-550 AVENUE 40	29,150.00
MHTL.0269.99	79550 Ave 40	30,000.00
MHTL.0272.99	88300 FILMORE STREET	30,000.00
MHTL.0283.99	88-300 AVENUE 57 SPACE 2	30,000.00
MHTL.0298.99	79-550 AVENUE 40	30,000.00
MHTL.0299.99	79550 Ave 40	29,150.00
MHTL.0301.99	79-550 AVENUE 40	29,999.19
MHTL.0302.99	69-455 PIERCE STREET	30,000.00
MHTL.0311.99	79-550 AVENUE 40	30,000.00
MHTL.0312.99	79-550 AVENUE 40	29,754.00
MHTL.0318.99	62900 LINCOLN STREET SPACE 79	30,000.00
MHTL.0327.99	62900 LINCOLN STREET SPACE 36	30,000.00
MHTL.0335.99	79-550 AVENUE 40	29,152.00
MHTL.0347.99	88100 Ave 57, Space 7	30,000.00
MHTL.0348.99	88-425 Avenue 57, THERMAL Ca 92274	29,847.63
MHTL.0349.99	62-900 LINCOLN ST SPACE 104	30,000.00
MHTL.0358.99	40-265 GALINDO CT., SPACE 3	30,000.00
MHTL.0362.99	62-900 LINCOLN ST SPACE 83	30,000.00
MHTL.0399.99	62-900 LINCOLN ST SPACE 15	30,000.00
MHTL.0433.99	62-900 LINCOLN ST SPACE 59	30,000.00
MHTL.0452.99	62-600 LINCOLN ST SPACE	30,000.00
MHTL.0465.99	62-775 HIGHWAY 111 SPACE 4	27,704.00
MHTL.0468.99	92-241 NATIONAL AVE SPACE 20	30,000.00
MHTL.0470.99	62-900 LINCOLN ST SPACE	30,000.00
MHTL.0476.99	92241 NATIONAL AVE SPACE 7	30,000.00
MHTL.0499.99	69455 Pierce, Space 5	28,107.40
MHTL.0502.99	62900 LINCOLN STREET	30,000.00
MHTL.0503.99	62-900 LINCOLN AVE #76	30,000.00
MHTL.0583.99	92-241 NATIONAL AVE. SPACE 10	30,000.00
MHTL.0627.99	52-255 FILMORE STREET	30,000.00
MHTL.0643.99	69-751 PIERCE ST. SPACE 2	27,485.00
MHTL.0669.99	62900 LINCOLN STREET	30,000.00
MHTL.0670.99	62900 LINCOLN ST SPACE 27	30,000.00

MHTL0686.99	84-950 ECHOL ROAD, #203	30,000.00
MHTL0733.99	52255 FILMORE ST SPACE 5	30,000.00
MHTL0749.99	62900 LINCOLN ST	30,000.00
MHTL0770.99	62900 LINCOLN ST	30,000.00
MHTL0790.99	92241 NATIONAL AVE	30,000.00
MHTL0799.99	91-231 VISTA COURT	30,000.00
MHTL0801.99	62900 Lincoln, Space 63	30,000.00
MHTL0803.99	68-555 POLK ST SPACE 75	22,000.00
MHTL0804.99	62900 LINCOLN ST SPACE 63	30,000.00
MHTL0807.99	92-241 NATIONAL AVE.	30,000.00
MHTL0811.99	92241 NATIONAL AVE	30,000.00
MHTL0820.99	79-550 AVENUE 40	30,000.00
MHTL0821.99	92241 NATIONAL AVE	30,000.00
MHTL0825.99	52255 FILMORE ST SPACE 11	30,000.00
MHTL0826.99	52255 FILMORE ST	30,000.00
MHTL0827.99	52255 Filmore, Space 2	30,000.00
MHTL0828.99	52255 FILMORE ST SPACE 1	30,000.00
MHTL0829.99	52255 FILMORE ST SPACE 3	30,000.00
MHTL0830.99	52255 FILMORE ST SPACE 12	30,000.00
MHTL0833.99	62900 LINCOLN ST	30,000.00
MHTL0834.99	52255 FILMORE STREET	30,000.00
MHTL0004.99	87260 Ave 61	29,999.98
MHTL0095.99	62900 Lincoln, Space 53	30,000.00
MHTL012199	69-500 VANDERVEER	27,475.29
MHTL0203.99	62900 Lincoln, Space 94	30,000.00
MHTL0227.99	76-650 Pierce St, thermal, Ca 92274	30,000.00
MHTL0244.99	68555 Polk, Space 7	22,000.00
MHTL026099	69-455 PIERCE STREET	28,242.51
MHTL0263.99	40265 Galindo Ct., Space 2	28,515.02
MHTL032399	69-455 PIERCE ST SPACE 11	28,156.00
MHTL0346.99	62900 Lincoln, Space 91	5,500.00
MHTL0348.99	64270 Vela Ct.	5,700.00
MHTL0390.99	62900 Lincoln, Space 92	30,000.00
MHTL0411.99	62900 Lincoln, Space 90	30,000.00
MHTL0451.99	62900 Lincoln, Space 7	30,000.00
MHTL0459.99	85641 Middleton Sp 1, Thermal, Ca 92274	30,000.00
MHTL0480.99	62900 Lincoln, Space 97	30,000.00
MHTL0484.99	92241 National, Space 44	30,000.00
MHTL0496.99	62900 Lincoln, Space 49	5,500.00
MHTL051599	40-265 GALINDO COURT SPC 6	30,000.00
MHTL0517.99	79745 Ave 40, Space 1	30,000.00
MHTL0525.99	62900 Lincoln, Space 87	30,000.00
MHTL0545.99	88210 Ave 57, Space 11	48,654.00
MHTL0546.99	68555 Polk, Space 2	20,532.00
MHTL0559.99	79745 Ave 40, Space 2	30,000.00
MHTL0595.99	62900 Lincoln	22,012.00
MHTL0612.99	62900 Lincoln, Space 72	30,000.00
MHTL0654.99	68555 Polk, Space 8	22,000.00
MHTL0658.99	88300 Ave 57, Space10	30,000.00
MHTL0666.99	62900 Lincoln, Space 93	30,000.00
MHTL0667.99	62900 Lincoln, Space 15	937.00
MHTL066899	85751 AVENUE 61, SPACE 11	36,316.00
MHTL0673.99	68555 Polk, Space 149	15,000.00
MHTL0688.99	62900 Lincoln, Space 46	30,000.00
MHTL0690.99	69455 Pierce, Space 4	30,000.00
MHTL070799	61360 PIERCE ST. SP 8	34,537.00
MHTL071499	85-400 AVENUE 55 SP 8	40,000.00
MHTL0758.99	6855 Polk St., Space 4	19,652.00
MHTL0762.99	40265 Galindo, Space 8	30,000.00
MHTL076399	62-900 LINCOLN AVE. SP 6	30,000.00
MHTL077199	68555 POLK STREET SP 141	40,000.00
MHTL077399	40-265 GALINDO COURT SP 3	30,000.00
MHTL0779.99	79745 Ave 40, Space 3	30,000.00
MHTL0785.99	62900 Lincoln, Space 106	30,000.00
MHTL0791.99	62900 Lincoln, Space 48	30,000.00
MHTL0793.99	68555 Polk, Space 5	30,000.00
MHTL079599	62-900 LINCOLN AVE SPACE 8	30,000.00
MHTL080099	62-900 LINCOLN ST. SP 56	30,000.00

MHTL080299	62-900 LINCOLN AVE SP 57	30,000.00
MHTL080399	68555 POLK STREET SP 88	40,000.00
MHTL080599	61-360 PIERCE STREET SP 12	30,239.00
MHTL0806.99	68555 Polk, Space 77	22,012.00
MHTL0808.99	62900 Lincoln, Space 45	5,400.00
MHTL081099	68-555 POLK ST. SP 95	22,000.00
MHTL0813.99	62900 Lincoln St, Sp 41, Mecca 92254	30,000.00
MHTL0814.99	88300 Ave 57, Space 6	30,000.00
MHTL0816.99	61320 Pierce, Space 13	30,000.00
MHTL0842.99	68555 Polk, Space 73	26,000.00
MHTL084799	85641 MIDDLETON SP 5	40,000.00
MHTL0850.99	62900 Lincoln, Space 37	30,000.00
MHTL0852.99	92241 National Avenue #46, Mecca 92254	30,000.00
MHTL085599	68555 POLK ST, SPACE 32	40,000.00
MHTL0856.99	92241 National, Space 58	15,000.00
MHTL0857.99	88400 Avenue 55	30,000.00
MHTL0858.99	62900 Lincoln, Space 96	30,000.00
MHTL0859.99	68555 Polk, Sapce 30	22,000.00
MHTL086299	62-900 LINCOLN AVE SPACE 29	36,883.00
MHTL086399	62-900 LINCOLN AVE SP 28	30,000.00
MHTL086899	68-555 POLK ST. SP 150	22,000.00
MHTL0876.99	62900 Lincoln, Space 33	30,000.00
MHTL088399	68-555 POLK ST. SP 74	26,000.00
MHTL0891.99	68555 Polk, Space 82	30,000.00
MHTL0896.99	88300 Ave 54	30,000.00
MHTL0918.99	92241 National, Space 31	30,000.00
MHTL094899	62-900 LINCOLN AVE SPACE 67	24,090.00
MHTL097699	68-555 POLK STREET SPACE 14	29,597.00
MHTL098099	68555 Polk, Space 115	38,146.00
MHTL098499	92-241 NATIONAL AVENUE SP 24	40,000.00
MHTL099099	92241 NATIONAL SP 48	29,889.00
MHTL100699	69780 GRANT ST., SPACE 12	34,537.00
MHTL10499	68-555 POLK STREET # 96	30,000.00
MHTL1054.99	88385 Ave 56, Space 1	30,000.00
MHTL105599	68-555 POLK STREET SPACE 122	32,801.00
MHTL105999	68555 POLK ST SP 66	35,962.00
MHTL1070.99	68555 Polk, Space 144	30,000.00
MHTL1071.99	68555 Polk Street Sp 149, Thermal 92274	30,000.00
MHTL107399	68-555 POLK STREET SPACE 60	30,000.00
MHTL108599	92241 NATIONAL SP 14	29,889.00
MHTL108699	68555 POLK ST., SPACE 110	40,000.00
MHTL109099	88210 AVE., SPACE 12	34,687.00
MHTL109199	85641 MIDDLETON SP 12	40,000.00
MHTL109399	62-325 HWY 111 SPACE 5	44,537.00
MHTL110199	68-555 POLK STREET SPACE 130	30,400.00
MHTL110299	85-751 AVENUE 61 SPACE 6	30,000.00
MHTL1103.99	68555 Polk, Space 62	29,125.00
MHTL110499	61-320 PIERCE STREET SPACE 9	40,000.00
MHTL110699	68555 POLK ST., SPACE 41	38,916.00
MHTL1107.99	68-555 POLK STREET SPACE 5	32,803.00
MHTL1110.99	68555 Polk, Space 129	29,364.00
MHTL111199	88351 58TH AVE SP 9	40,000.00
MHTL1115.99	92241 Naumal, Space 40	36,316.00
MHTL1116.99	68555 Polk, Space 34	29,116.00
MHTL112199	68555 POLK STREET SP 80	40,000.00
MHTL112399	68555 POLK ST, SPACE 41	48,137.00
MHTL1125.99	85641 MIDDLETON, SPACE 1	29,084.00
MHTL112899	62-900 LINCOLN AVE SP 50	28,508.00
MHTL1130.99	68555 Polk, Space 132	28,510.00
MHTL1131.99	68555 Polk, Space 93	30,000.00
MHTL113199	68555 Polk, Space 57	40,000.00
MHTL113599	68555 POLK STREET SP 65	40,000.00
MHTL113899	68555 POLK STREET SP 143	40,000.00
MHTL114199	68555 POLK ST. SPACE 23	40,000.00
MHTL114399	85641 MIDDLETON, SPACE 10	38,916.00
MHTL114499	68555 Polk, Space 21	40,000.00
MHTL114799	68555 Polk, Space 35	32,885.00
MHTL114999	92241 NATIONAL SP 37	29,889.00

MHTL115099	68555 POLK STREET SP 17	33,187.00
MHTL115199	92241 National, Space #13	40,000.00
MHTL115399	68555 POLK STREET SP 44	38,144.00
MHTL115499	68-555 POLK STREER SPACE 142	30,138.00
MHTL1156899	85751 AVENUE 61, SPACE 4	40,000.00
MHTL115899	68-555 POLK STREET SPACE 36	40,000.00
MHTL116099	68555 POLK STREET SP 124	47,887.00
MHTL116399	40270 Galindo Ct., Space #6	40,000.00
MHTL116599	68555 POLK ST., SPACE 31	40,000.00
MHTL116699	68-555 POLK STREET SPACE 126	35,285.00
MHTL1171.99	61320 Pierce, Space 1	30,000.00
MHTL117999	68555 POLK STREET SP 71	34,528.00
MHTL118199	85641 MIDDLETON, SPACE 10	38,916.00
MHTL118299	68-555 POLK STREET SPACE 20	30,315.00
MHTL118399	92241 NATIONAL SP 43	38,916.00
MHTL118599	92241 NATIONAL SP 42	38,916.00
MHTL119399	85641 MIDDLETON, SPACE 2	39,069.00
MHTL119499	92241 NATIONAL SP 41	34,928.00
MHTL119699	68-555 POLK STREET SPACE 85	40,000.00
MHTL120299	68555 POLK ST. SPACE 102	40,000.00
MHTL120699	68555 POLK ST. SPACE 67	38,048.00
MHTL120799	68555 POLK STREET SP 40	31,478.00
MHTL121099	68555 POLK STREET SP 119	33,138.00
MHTL121399	68-555 POLK STREET SPACE 68	40,000.00
MHTL121499	68555 POLK ST, SPACE 57	40,000.00
MHTL121599	68555 POLK ST, SPACE 132	40,000.00
MHTL121699	68555 POLK ST., SPACE 29	40,000.00
MHTL121799	68555 POLK ST SP 42	32,803.00
MHTL122399	62-900 LINCOLN AVE SPACE 32	32,608.00
MHTL122999	68555 POLK ST., SPACE 49	40,000.00
MHTL123099	68555 POLK ST., SPACE 107	40,000.00
MHTL123299	68555 POLK ST. SPACE 39	36,478.00
MHTL123499	68555 POLK ST. SPACE 22	30,482.00
MHTL123599	68555 POLK STREET SP 50	32,803.00
MHTL123699	68555 POLK STREET, SP 89	34,237.00
MHTL123799	68555 POLK ST, SPACE 120	40,000.00
MHTL1283.99	64545 Hwy 111, Space 10	40,000.00
MHTL123899	68555 POLK ST., SPACE 12	31,398.00
MHTL124499	68555 POLK ST SP 83	32,403.00
MHTL124599	64-545 HWY. 111, SPACE 9	40,000.00
MHTL124699	92241 NATIONAL SP 50	32,642.00
MHTL124799	68555 POLK ST., SPACE 108	40,000.00
MHTL124899	68555 POLK STREET SP46	40,000.00
MHTL124999	68555 POLK STREET SP 127	40,000.00
MHTL125099	92241 NATIONAL SP 34	34,928.00
MHTL125299	68555 POLK STREET SP116	40,000.00
MHTL125399	92241 NATIONAL AVE SP35	29,356.00
MHTL125799	88351 58TH AVE SP 5	40,000.00
MHTL126099	68555 POLK ST SP 56	38,926.00
MHTL126499	68555 Polk, Space 61	32,803.00
MHTL126699	68555 POLK STREET SP 101	32,970.00
MHTL127099	84091 AIRPORT BLVD, SPACE A	40,000.00
MHTL127999	68555 POLK STREET SP 145	32,842.00
MHTL128099	68555 POLK ST SP 136	32,885.00
MHTL128199	68555 POLK STREET SP146	32,803.00
MHTL128599	68555 Polk, Space 64	38,691.00
MHTL128699	68555 POLK STREET SP 55	40,000.00
MHTL128799	68555 POLK ST SP 117	40,000.00
MHTL129099	68555 POLK STREET SP 63	32,803.00
MHTL129199	68555 POLK STREET SP 129	38,790.00
MHTL129399	68555 POLK STREET SP 48	39,073.00
MHTL129499	88351 58TH AVE SP 12	40,000.00
MHTL129699	68555 POLK STREET SP 114	38,577.00
MHTL129999	68555 POLK STREET SP 106	32,803.00
MHTL130699	68555 POLK STREET SP111	40,000.00
MHTL130899	68555 POLK ST., SP 103	34,402.00
MHTL130999	68555 POLK STREET SP 109	33,787.00
MHTL132299	68555 POLK STREET SP 156	33,787.00

MHTL132599	68555 POLK STREET SP 148	33,703.00
MHTL133599	92241 NATIONAL AVE #23	32,856.00
MHTL133699	68555 POLK STREET SP 147	33,703.00
MHTL134399	92241 NATIONAL AVE #54	35,928.00
MHTL134899	68555 POLK ST, SPACE 8	40,000.00
MHTL134999	68555 POLK STREET SP 155	40,000.00
MHTL135099	88351 58TH AVE, SP 7	40,000.00
MHTL135599	68555 POLK STREET SP 153	33,787.00
MHTL1356.99	68555 Polk, Space 92	34,471.00
MHTL135899	68555 POLK STREET SP 72	39,212.00
MHTL136099	68-555 POLK ST., SP 139	33,787.00
MHTL136199	68555 POLK STREET SP 140	33,703.00
MHTL136299	68555 POLK ST SP 138	33,787.00
MHTL136399	68555 POLK STREET SP 137	33,787.00
MHTL136799	88351 58TH AVE SP 10	40,000.00
MHTL136899	84091 AIRPORT BLVD. SPACE E	35,547.00
MHTL137399	56523 DESERT CACTUS, #11	40,000.00
MHTL137999	92241 NATIONAL AVE SP 17	49,732.00
MHTL138099	68555 POLK STREET SP 154	34,044.00
MHTL139199	92241 NATIONAL AVE., #22	40,000.00
MHTL139899	92241 NATIONAL AVE, #36	31,956.00
MHTL140099	92241 NATIONAL AVE, #52	32,856.00
MHTL140199	88351 58TH AVE SP 11	40,000.00
MHTL140599	88351 58TH AVE, #13	40,000.00
MHTL140999	62900 LINCOLN ST., SPACE 3	9,469.23
MHTL141399	92241 NATIONAL AVE, SPACE 27	31,127.00
MHTL1414.99	85-885 Middleton St. Sp.4, Thermal 92274	33,832.00
MHTL142599	88-740 Ave 70th Sp. 187, Thermal 92274	39,735.99
MHTL143199	88-375 56TH AVENUE, SP #7	39,735.90
MHTL143399	68555 Polk, Space3	2,525.39
MHTL143599	84091 AIRPORT BLVD, SPACE H	43,527.00
MHTL1441.99	56523 Cactus, Space 8	40,000.00
MHTL1444.99	85885 Middleton, Space 4	40,000.00
MHTL147099	64545 Hwy 11, Space 12	39,544.17
MHTL147199	56625 Desert Cactus Dr. 6, Thermal 92274	37,948.55
MHTL147499	64-545 HWY. 111 SPACE 3	37,413.26
MHTL147599	64-545 HWY. 111, SPACE 6	37,413.27
MHTL149199	84091 AIRPORT BLVD, SPACE B	35,547.00
MHTL149699	84091 Airport, Space I	40,000.00
MHTL149899	88300 Ave 57, Space 8	40,000.00
MHTL150199	84091 AIRPORT BLVD, SPACE D	40,000.00
MHTL151099	89-200 AVE. 81, SPACE 10	39,214.00
MHTL152799	88375 Ave 56, Space 7	37,438.22
MHTL153099	89-200 AVE. 81, SPACE 2	39,214.00
MHTL153499	89-200 AVE. 81, SPACE 1	40,000.00
MHTL153599	89-200 AVE. 81, SPACE 4	40,000.00
MHTL1538.99	89-200 AVE 81, SPACE 8	39,214.00
MHTL153999	89-200 AVE. 81, SPACE 12	40,000.00
MHTL154399	81600 FRED WARING, SPACE 69	42,000.00
MHTL154699	92-241 National Ave Sp.49, Mecca 92254	31,127.00
MHTL154799	92-241 NATIONAL AVE., SP. #5	7,078.38
MHTL1552.99	89-200 AVE. 81, SPACE 7	39,214.00
MHTL156799	84091 AIRPORT BLVD, SPACE C	35,547.00
MHTL157699	68555 POLK STREET, SPACE 47	58,000.00
MHTL157799	89200 Ave 81, Space 11	39,214.00
MHTL157999	88-375 56TH AVENUE, SP. 6	37,413.26
MHTL158999	84-091 Airport Blvd. SpF, Thermal 92274	39,371.17
MHTL160399	68-555 POLK ST., SPACE 90	23,098.02
MHTL160899	92-241 NATIONAL AVE; SP. 28	32,849.00
MHTL161099	64-545 HWY. 111, SPACE 1	40,000.00
MHTL161399	84-091 AIRPORT BLVD., SPACE J	35,820.00
MHTL161699	62450 Chiriaco Rd Sp. 6, Chiriaco Summit, CA 9	40,000.00
MHTL162299	68555 Polk, Space 52	40,000.00
MHTL162899	88375 Ave 56, Space 5	37,413.26
MHTL163199	89200 Ave 81, Space 5	40,000.00
MHTL164199	64545 Hwy 111 Sp. 6, Mecca 92254	37,948.55
MHTL164399	64-545 HWY. 111, SPACE 2	37,494.17
MHTL165499	64-545 HWY. 111 SPACE 8	39,544.17

MHTL166099	88-375 56TH AVE., SPACE 4	37,413.26
MHTL166699	88-375 56TH AVENUE, SP. #12	37,413.26
MHTL166799	88-375 AIRPORT BLVD. SP. 9	39,735.90
MHTL168199	62-450 Chiriaco Rd. Sp. 7, Chiriaco Summit, Ca	39,608.00
MHTL168999	88-375 56TH AVENUE, SP. #2	37,413.26
MHTL169099	88-375 56TH AVENUE, SP. #1	37,413.26
MHTL169199	88-375 56TH AVENUE, SP. #3	37,413.26
MHTL169299	88-375 56TH AVENUE, SP. #10	37,951.88
MHTL170699	64545 Hwy 111, Space 11	37,289.14
MHTL1706.99	68-555 POLK STREET SPACE 55	4,516.28
MHTL170999	89-200 AVE. 81, SPACE 3	39,214.00
MHTL171299	88-375 56TH AVENUE, SP#8	37,413.26
MHTL180299	61-320 PIERCE ST., SPACE 7	2,413.24
MHTL1857.99	89-200 AVE 81, SPACE 6	39,214.00
MHTL1894.99	68-555 POLK STREET, SPACE 98	53,651.08
MHTL1895.99	64545 Hwy 111, Space 3	1,136.29
MHTL1897.99	89-200 AVE. 81, SPACE 9	39,214.00
MHTL1933.99	85641 Middleton, Space 11	40,000.00
MHTL0545.99	88-210 Avenue 57, #11, Thermal Ca 92274	4,416.00
MHTL0703.99	68555 Polk, Space 3	32,000.00
O203-44	5841 MISSION BLVD	659,332.66
CVHCOMOBILES	62900 LINCOLN ST SPACE 2	38,729.17
KRD0408145	NW corner Robert Rd & El Centro Way, Thousa	2,190,000.00
KRD0506-97A	NE corner Newport Rd & Winter Hawk Rd, Mer	2,160,000.00
KRDJVA726	8989 Mission Blvd, Riverside CA 92509	46,450.40
KRDJVA733		188,455.77
KRDJVPADP48	2917 Aztec Dr, Jurupa Valley, Ca 92509	37,980.00
RD-00-006	73-061 EL PASEO STE 214	239,880.00
RD-00-007	73-061 EL PASEO STE 214	265,000.00
RD-4-07-005	44071 Clinton Street, Indio, CA 92201	3,658,763.39
RD00005	225 W. Fruitvale Ave, Hemet Ca 92543	1,090,552.10
RD1091A	RELOCATED FROM COTTONWOOD MHP	579,819.34
RD2-05-002	3702 La Rue St, Riverse, Ca 92509	400,000.00
RD2-08-001	8989 Mission Blvd, Riverside CA 92509	10,474,015.00
RD2-95-001	FAMILY SERVICES ASSN	50,000.00
RD206004-1	3733 Neece St, Corona 92879	105,000.00
RD206004-2	3745 Neece St, Corona 92879	85,000.00
RD209001	2279 EAGLE GLEN PARKWAY, #112	327,623.38
RD209001671K	32530 CRESCENT AVE	34,500.00
RD209001671O	6583 VILLA VISTA DR	39,000.00
RFH-025	6363 TOURNAMENT DR	199,623.83
RFH-026	4141 ESTRADA DR	35,420.00
RD211002	3672 Riverview Dr, Jurupa Ca 92509	166,000.00
RD3-07-002	24856/24860/24880/24890 3rd Ave, Murrieta	269,000.00
RD4-09-003	apn 650131018 Thousan Palms	400,000.00
RD406001-1	13260 OLIVE DRIVE	25,000.00
RD406001-2	18060 PEPPER DRIVE	25,000.00
RD406001-3	18050 PEPPER DRIVE	24,000.00
RD406002	apn 727030037 unincorporated Mecca	1,500,000.00
RD407001	91098 7th St, Mecca Ca 92254	1,500,000.00
RD408001	45701 MONROE ST PLAZA I, STE G	1,525,000.00
RD409001	85-460 Middleton St., Thermal 92274	120,031.54
RD409002	71140 PALM DRIVE	195,574.03
RD410005	200 E. FOURTH ST, SUITE #205	108,545.59
RD506001	16620 Via Vista, Desert Hot Springs 92240	560,000.00
RD509001	APN: 255-070-013	274,444.77
RD99001	32325 Pasadena St, Wildomar 92595	3,068,000.00
RD99002	162600 Lincoln Street, Mecca 92254	800,000.00
RDA-86-11	91-900 66th Avenue, Mecca 92254	70,000.00
RDA35A10001	37925 ENCANTO RD	219,262.73
RDA35B10001	27294 SIERRA MADRE DR	277,400.00
RDA35C10001	36414 ERIKA CT	270,004.81
RDA35D10001	38128 TRANQUILA AVE	229,332.00
RFH-028	5648 29TH STREET	135,318.06
RFH-031	6590 FRANK AVENUE	226,985.99
RFH-033	4496 AGATE STREET	163,059.39
RFH-029	387 PACIFIC AVE	65,095.57
RFH-002	9151 PATRICK CIRCLE	51,400.00

RFH-003	8596 RUNNING GAILT LANE	75,000.00
RFH-004	6612 AVENIDA MARIPOSA	63,400.00
RFH-006	17611 MACKAY AVENUE	13,150.00
RFH-007	3067 HADLEY DRIVE	24,800.00
RFH-009	2525 Rorimer Drive, Jurupa Valley 92509	74,350.00
RFH-010	3554 MANOR DRIVE	52,500.00
RFH005	4394 RIDGEWOOD DRIVE	6,500.00
RFH012	20300 HARVARD WAY	54,250.00
RFH013	33131 ADELFA ST	49,470.00
RFH014	4202 AERO LANE	43,500.00
RFH015	4042 CAMPBELL STREET	57,000.00
RFH016	4389 RIDGEWOOD DRIVE	42,600.00
RFH017	155155 ROSE STREET	46,500.00
RFH018	21651 CLUB DRIVE,	26,970.00
RFH020/RD209001671Q	5304 MARTIN STREET	54,000.00
RFH024	4023 KENNETH ST	58,363.00
RFH027	10472 54TH ST	177,371.58
RFH030	8520 DONNA WAY	190,305.76
RFH034	6250 TARRAGONA DRIVE	96,725.00
RFH035	4410 FELSPAR STREET	166,682.18
RFHP001	5990 CANAL ST	46,000.00
RHP08001	3733 SOUTH NEECE STREET	75,000.00
RHP08008	41385 COLLEGIAN WAY	29,500.00
RHP08009	40844 SALTS CIRCLE,	39,000.00
RHP08014	41763 Lomas St, Hemet 92544	23,000.00
RHP08016	22890 VIA SANTANA	43,600.00
RHP08019	18979 JANISSE LANE	26,060.00
RHP08020	36370 BASTIANO LANE	39,800.00
RHP08022	3189 KESTREL WAY,	61,800.00
RHP08023	32843 SANDALWOOD LANE	34,000.00
RHP08024	32828 SHEPHARD COURT	54,000.00
RHP08025	3143 Cabana St, Mira Loma 91752	37,000.00
RHP08026	45640 DENIZEN HEIGHTS RD	33,180.00
RHP08027	39258 Half Moon Cir, Mira Loma Ca 91752	53,400.00
RHP08029	25373 SAGE ST	67,200.00
RHP08030	36915 Red Oak St, Winchester 92596	36,000.00
RHP08031	15524 ROSE STREET	20,600.00
RHP08034	14530 MANZANILLO ST	16,600.00
RHP08035	31816 DELFINA WAY	20,600.00
RHP08036	25067 SANSOME STREET	24,000.00
RHP08037	4223 Gandale La, Riverside, 92509	24,000.00
RHP08038	204 OWETZAL LANE	51,000.00
RHP08042	36504 CAPRI DRIVE	35,400.00
RHP08043	24829 DANUBE COURT	24,800.00
RHP08044	31243 GABRIEL METSU STREET	37,000.00
RHP08045	31121 CONTOUR AVENUE	38,000.00
RHP08046	42159 LEXINGTON COURT	30,960.00
RHP08048	31644 Vintners Pointe Ct, Winchester 92596	54,400.00
RHP08049	14645 Mission St, Cabazon 92230	11,000.00
RHP08050	34588 BLACK CHERRY STREET	57,000.00
RHP08051	43777 C Street, Hemet 92544	3,150.00
RHP08055	5661 Camino Real, Riverside 92509	42,500.00
RHP08058	31535 Fox Grape Dr, Winchester 92596	48,000.00
RHP08061	3584 Autumn Walk Dr, riverside 92503	47,400.00
RHP08062	31319 Bermuda St, Winchester 92596	55,000.00
RHP08064	5860 EMERY STREET	48,960.00
RHP08065	STEPHANIE MARTINEZ	34,000.00
RHP08066	25950 EMMANUEL LANE	34,400.00
RHP08067	5321 CEDAR STREET	40,000.00
RHP08068	31675 San Miguelito Dr, thousan Palms 92276	25,000.00
RHP08070	13581 Fairfield Dr, Corona 92883	50,400.00
RHP08071	10894 Clover Cir, Corona 92883	57,156.00
RHP08072	34740 Grotto Hills Dr, winchester 92596	53,000.00
RHP08073	17610 Sandy Terrace, riverside 92504	43,800.00
0504-18		95,748.00
RD-99-002	scattered sites	709,243.00
RFH032	9084 63RD ST RIVERSIDE	128,191.08
		\$55,006,919.05

Printed at: 3:31 pm

on: Wednesday, Jun 13, 2012

Ad #: 0000825184

Order Taker: Nick Eller



Classified Advertising

Proof

3450 Fourteenth St.
Riverside, CA 92501-3878

(800) 514-7253

(951) 684-1200

(951) 368-9006 Fax

Account Information

Phone #: (951) 955-3500
Name: EDA / RDA - HOUSING (TOM I
Address: 3403 10TH STREET, STE 500
RIVERSIDE, CA 92501
USA

Account #: 100143721
Client:
Placed By: Juan Garcia
Fax #: (951) 955-3131

Ad Information

Classification: EN CLS Legals
Publication: PE.com, Press Enterprise

Start Date: 06/15/2012
Stop Date: 06/22/2012
Insertions: 2 print / 2 online

Rate code: LGL PE County-Legal
Ad type: CLS 10 Liner

Size: 2.0 X 37 Li
Bill Size:

Amount Due: **\$182.50**

Ad Copy:

NOTICE OF INTENT TO CONVEY REAL PROPERTY

Notice is hereby given pursuant to Section 33431 of the California Health and Safety Code and Section 6066 of the Government Code that the Board of Supervisors acting in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) intends to transfer all housing assets including but not limited to real property to the Housing Authority of County of Riverside in accordance with Health and Safety Code section 34181 which requires the Successor Agency to transfer all housing assets to the entity assuming the housing functions of the former redevelopment agency. The list of housing assets being considered for transfer can be viewed at www.rlvcoeda.org, or at the County of Riverside Economic Agency.

The public hearing is scheduled to be held on July 3, 2011, at 9:00 am, in the meeting room of the Board of Supervisors, Riverside County, Administrative Center, 4080 Lemon Street, First Floor, Riverside, California.

Any interested person(s) may submit comments in writing to the County of Riverside Economic Development Agency, Attention: Juan Garcia, Senior Development Specialist, 3403 10th Street, Suite 500, Riverside, CA 92501, by July 2, 2012 or may appear and be heard at the time and place of the public hearing.

Please direct all questions regarding this notice to Juan Garcia, 951-955-3418. 6/15, 6/22

NOTICE OF INTENT TO CONVEY REAL PROPERTY

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The public hearing is scheduled to be held on **July 3, 2011**, at 9:00 am, in the meeting room of the Board of Supervisors, Riverside County, Administrative Center, 4080 Lemon Street, First Floor, Riverside, California.

Any interested person(s) may submit comments in writing to the County of Riverside Economic Development Agency, Attention: Juan Garcia, Senior Development Specialist, 3403 10th Street, Suite 500, Riverside, CA 92501, by **July 2, 2012** or may appear and be heard at the time and place of the public hearing.

Please direct all questions regarding this notice to Juan Garcia, 951-955-3418.

Pub: June 15, 22, 2012

2 **RESOLUTION NO. 2012-013**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING THE**
5 **TRANSFER OF REDEVELOPMENT AGENCY HOUSING ASSETS TO THE HOUSING**
6 **AUTHORITY OF THE COUNTY OF RIVERSIDE**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34181(f), amended by Assembly Bill
18 1484, requires that all actions taken pursuant to the disposal of assets and property of the
19 former redevelopment agency shall be approved by resolution of the Oversight Board at a
20 public meeting after at least 10 days' notice to the public;

21 **WHEREAS**, notice of the public meeting was published pursuant to Health and Safety
22 Code Section 34181(f) before the public meeting of August 2, 2012; and

23 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
24 transfer of Redevelopment Agency housing assets to the Housing Authority of the County of
25 Riverside, as approved by the County of Riverside Board of Supervisors on July 3, 2012, as
26 Successor Agency agenda item 4.2,

27 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
28 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
Riverside as follows:

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1. The Oversight Board approves the transfer of Redevelopment Agency housing assets to the Housing Authority of the County of Riverside

2. Pursuant to Health and Safety Code Section 34179, all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective until five (5) business days after approval, subject to a request for review by the State of California Department of Finance.

PASSED, APPROVED, AND ADOPTED by the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside on August 2, 2012.

Approved as to Form:
Oversight Board Legal Counsel

By: _____
James M. Casso

**OVERSIGHT BOARD
FOR THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE
COUNTY OF RIVERSIDE**

Reports, Discussion and Action Items

Meeting Date: August 2, 2012

Action:

- 1. Conduct a public hearing pursuant to Health and Safety Code Section 34181(f), in connection with the release and transfer of Redevelopment Agency housing fund assets to the Housing Authority of the County of Riverside**
- 2. Approve the release and transfer of Redevelopment Agency housing fund assets to the Housing Authority of the County of Riverside, via Resolution No. 2012-014 - Successor Agency Agenda Item 4.12, as approved by the County of Riverside Board of Supervisors on July 17, 2012**

Background:

On July 17, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved agenda item 4.12, the Release and Transfer of Housing Fund Assets from the Successor Agency to the Redevelopment Agency for the County of Riverside to the Housing Authority of the County of Riverside.

Specific details pertaining to the agenda item, and the amounts to be released and transferred, are included in the attached staff report to the BOS.

Notice of this public hearing was published in the Press Enterprise, the Desert Sun, and the Palo Verde Times on July 20, 2012.

Recommendation: Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve the release and transfer of Redevelopment Agency housing fund assets to the Housing Authority of the County of Riverside - Successor Agency Agenda Item 4.12, as approved by the County of Riverside Board of Supervisors on July 17, 2012

Attachments:

- Staff Report to the Board of Supervisors for the County of Riverside, agenda item 4.12 of July 17, 2012
- Resolution No. 2012-014, A Resolution of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside Approving the Release and Transfer of Redevelopment Agency Housing Fund Assets to the Housing Authority of the County of Riverside

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

573C



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
July 5, 2012

SUBJECT: Adoption of Resolution 2012-008 to Release and Transfer of Housing Fund Assets from the Successor Agency to the Redevelopment Agency for the County of Riverside to the Housing Authority of the County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2012-008 to release and transfer housing fund assets from the Successor Agency to the Redevelopment Agency for the County of Riverside to the Housing Authority of the County of Riverside;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD OF COMMISSIONERS AGENDA: Yes	
SOURCE OF FUNDS: Successor Agency Low and Moderate Income Housing Funds, Successor Agency Housing Bond Proceeds	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

BY: Serena Chow
Serena Chow

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is tentatively approved pending final action by the oversight board.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: RDA, EDA, Housing

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

(Comp. Item 10.1)

Prev. Agn. Ref.:

District: All

Agenda Number:

4.12

FORM APPROVED COUNTY COUNSEL
 BY: Anita C. Willis 7-10-12
 DATE: 7-10-12
 Concurrence

Consent
 Policy
 Per Exec. Ofc.:
 Policy

RECOMMENDED MOTION: (Continued)

2. Approve the release and transfer of Successor Agency Low & Moderate Income Housing Funds of \$9,745,695.22 to the Housing Authority of the County of Riverside as identified in the July through December 2012 Recognized Obligation Payment Schedule(ROPS), less any amounts denied by the State of California Department of Finance, subject to approval by the Oversight Board to the Successor Agency to the Redevelopment Agency for the County of Riverside;
3. Authorize the Housing Authority of the County of Riverside access to the Housing Bond Proceeds of \$34,109,269.67, held by the Bank of New York Mellon as trustee, for draw downs and reimbursement of enforceable obligations for the Successor Agency Housing Bond Proceeds as identified in the July through December 2012 ROPS, less any amounts denied by the State of California Department of Finance, subject to approval by the Oversight Board to the Successor Agency to the Redevelopment Agency for the County of Riverside; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the release and transfer of Successor Agency Low and Moderate Income Housing Funds and access to Successor Agency Housing Bond Proceeds identified in the July through December 2012 ROPS to the Housing Authority of the County of Riverside.

BACKGROUND: Pursuant to Assembly Bill 1x 26, the redevelopment dissolution bill, the County of Riverside Board of Supervisors adopted Resolution No. 2012-035 on January 10, 2012, which designated the Housing Authority of the County of Riverside as the Successor Agency for the redevelopment housing function. On the same date, the Housing Authority of the County of Riverside Board of Commissioners accepted, via adoption of Resolution No. 2012-001, the responsibility for performing all activities as the successor to the redevelopment housing function. On February 1, 2012, all California redevelopment agencies were eliminated and the Housing Authority of the County of Riverside assumed all the former redevelopment housing functions previously performed by the Redevelopment Agency for the County of Riverside, including all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities. On June 27, 2012, the governor signed AB 1484, legislation amending provisions of the CA Health and Safety Code as it relates to the dissolution of redevelopment agencies.

The Housing Authority of the County of Riverside (HACR), as Housing Successor, has requested the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) to release and transfer the Successor Agency Low and Moderate Income Housing Funds (LMIHF) identified in the July through December 2012 ROPS to the HACR, less any amounts denied by the State of California Department of Finance (DOF), and any previously transferred amounts, subject to approval by the Oversight Board to the Successor Agency to the Redevelopment Agency for the County of Riverside. The LMIHF amount to transfer is \$9,745,695.22, which is the amount of total outstanding obligations of \$38,975,695.22 as listed on the July to December 2012 ROPS with the source of payment of LMIHF and which is reduced by \$29,230,000.00 for four projects denied by the State DOF.

(Continued)

BACKGROUND: (Continued)

The HACR has also requested authorization for access to bond proceeds, held by the Bank of New York Mellon as trustee, for draw down of expenses related to enforceable obligations to be paid by the Successor Agency Housing Bond Proceeds as identified in the July through December 2012 ROPS to the HACR subject to approval by the Oversight Board to the Successor Agency. The HACR shall have access to \$34,109,269.67 of Housing Bond Proceeds for draw down, which is the amount of total outstanding obligations of \$44,031,769.67 as listed on the July to December 2012 ROPS with the source of payment of Bond Proceeds and which is reduced by \$9,922,500.00 for one project denied by the State DOF. Attached are the Housing LMIHF and Housing Bond Proceed sections of the July through December 2012 ROPS report with the projects denied by the State DOF highlighted in red.

County Counsel has reviewed and approved as to form. Staff recommends that the Board approve the release and transfer of Successor Agency Low and Moderate Income Housing Funds and Successor Agency Housing Bond Proceeds.

Attachments:

- Resolution Number 2012-008
- Low Mod Income Housing Funds Fiscal Analysis
- July through December 2012 ROPS

2 RESOLUTION NUMBER 2012-008

3 RESOLUTION TO RELEASE AND TRANSFER HOUSING FUND ASSETS FROM THE
4 SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY
5 OF RIVERSIDE TO THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

6 WHEREAS, On June 28, 2011, Governor Brown signed AB 1X 26, the
7 Assembly Bill to dissolve redevelopment agencies throughout the State of California,
8 and AB 1X 27, the companion bill to allow redevelopment agencies to continue
9 activities after making payment to the state;

10 WHEREAS, on December 29, 2011, the California Supreme Court announced
11 its decision to uphold AB 1X 26 and strike down AB 1X 27, thus eliminating
12 redevelopment agencies;

13 WHEREAS, AB 1X 26 is codified in the California Health and Safety Code;

14 WHEREAS, pursuant to AB 1x 26, the County of Riverside Board of
15 Supervisors adopted Resolution No. 2012-035 on January 10, 2012, which
16 designated the Housing Authority of the County of Riverside as the Successor
17 Agency for the redevelopment housing function;

18 WHEREAS, on January 10, 2012, the Housing Authority of the County of
19 Riverside Board of Commissioners accepted, via adoption of Resolution No. 2012-
20 001, the responsibilities for performing all activities as the successor to the
21 redevelopment housing function;

22 WHEREAS, on February 1, 2012, all California redevelopment agencies were
23 eliminated and the Housing Authority of the County of Riverside assumed all the
24 former redevelopment housing functions previously performed by the Redevelopment
25 Agency for the County of Riverside, including all rights, powers, assets, liabilities,
26 duties, and obligations associated with the housing activities;

27 WHEREAS, on June 27, 2012, the governor signed AB 1484, legislation
28 amending provisions of the CA Health and Safety Code as it relates to the dissolution

1 of redevelopment agencies;

2 **WHEREAS**, the Housing Authority of the County of Riverside requested the
3 release and transfer of Successor Agency to the Redevelopment Agency for the
4 County of Riverside (Successor Agency) Low & Moderate Income Housing Funds
5 identified in the July through December 2012 Recognized Obligation Payment
6 Schedule(ROPS) to the Housing Authority of the County of Riverside (HACR), less
7 any amounts denied by the State of California Department of Finance(DOF), subject
8 to approval by the Oversight Board of the Successor Agency to the Redevelopment
9 Agency for the County of Riverside;

10 **WHEREAS**, the HACR is also requesting the authorization to access
11 Successor Agency Housing Bond Proceeds held by the Bank of New York Mellon as
12 trustee, for draw downs and reimbursement of enforceable obligations for the
13 Successor Agency Housing Bond Proceeds as identified in the July through
14 December 2012 ROPS, less any amounts denied by the State of California
15 Department of Finance, subject to approval by the Oversight Board to the Successor
16 Agency to the Redevelopment Agency for the County of Riverside; and

17 **WHEREAS**, the Housing Authority of the County of Riverside agrees to accept
18 the transfer of Successor Agency Low & Moderate Income Housing Funds and
19 access to Successor Agency Housing Bond Proceeds subject to approval by the
20 Oversight Board to the Successor Agency to the Redevelopment Agency for the
21 County of Riverside.

22 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
23 **ORDERED** by the Board of Supervisors of the County of Riverside in regular session
24 assembled on July 17, 2012, as follows:

25 1. That the Board of Supervisors hereby finds and declares that the above
26 recitals are true and correct.

27 2. That the Board of Supervisors approves the release and transfer of the
28 Successor Agency Low & Moderate Income Housing Funds of \$9,745,695.22 to the

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* ANITA C. WILLIS
DATE: 7-10-12

1 Housing Authority of the County of Riverside as identified in the July through
2 December 2012 Recognized Obligation Payment Schedule for \$38,975,695.22, less
3 any amounts denied by the State of California Department of Finance of
4 \$29,230,000.00, subject to approval by the Oversight Board to the Successor Agency
5 to the Redevelopment Agency for the County of Riverside.

6 3. That the Board of Supervisors authorize the HACR to access
7 \$34,109,269.67 of Successor Agency Housing Bond Proceeds for draw down which
8 is the amount of total outstanding obligations of \$44,031,769.67 as identified in the
9 July through December 2012 ROPS and which is reduced by \$9,922,500.00 for one
10 project denied by the State DOF, subject to approval by the Oversight Board of the
11 Successor Agency to the Redevelopment Agency for the County of Riverside.

12 4. This resolution shall take effect five days after approval by the Oversight
13 Board, subject to California Department of Finance request for review.

14 ///

15 ROLL CALL:

16 ///

Ayes: Buster, Tavaglione, Benoit, and Ashley
17 Nays: None
18 Absent: Stone

19 ///

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

22 KECIA HARPER-IHEM, Clerk of said Board

23 By: *[Signature]*
24 Deputy

2 **RESOLUTION NO. 2012-014**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING THE**
5 **RELEASE AND TRANSFER OF REDEVELOPMENT AGENCY HOUSING FUND ASSETS**
6 **TO THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

7 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
8 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
9 upholding Assembly Bill x1 26;

10 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
11 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

12 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
13 have an oversight board to oversee and review the actions of the Successor Agency as it
14 winds down the affairs of the former Redevelopment Agency;

15 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
16 Code Section 34179;

17 **WHEREAS**, Health and Safety Code Section 34181(f), amended by Assembly Bill
18 1484, requires that all actions taken pursuant to the transfer of housing assets of the former
19 redevelopment agency shall be approved by resolution of the Oversight Board at a public
20 meeting after at least 10 days' notice to the public;

21 **WHEREAS**, notice of the public meeting was published pursuant to Health and Safety
22 Code Section 34181(f) before the public meeting of August 2, 2012; and

23 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
24 release and transfer of Redevelopment Agency housing fund assets to the Housing Authority
25 of the County of Riverside, as approved by the County of Riverside Board of Supervisors on
26 July 17, 2012, as Successor Agency agenda item 4.12,

27 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
28 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
Riverside as follows:

1 1. The Oversight Board approves the release and transfer of Redevelopment Agency
2 housing fund assets to the Housing Authority of the County of Riverside

3 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
4 Oversight Board may be reviewed by the State of California Department of Finance, and,
5 therefore, this Resolution shall not be effective until five (5) business days after approval,
6 subject to a request for review by the State of California Department of Finance.

7 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
8 Agency to the Redevelopment Agency for the County of Riverside on August 2, 2012.

9
10 Approved as to Form:
11 Oversight Board Legal Counsel

12
13
14 By: _____
15 James M. Casso