

FORM APPROVED COUNTY COUNSEL
 BY: *MS* MARSHAL VICTOR
 DATE: 6/15/10

Reviewed by
Christopher Hans
 Christopher Hans

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

336



SUBMITTAL DATE:
 June 10, 2010

FROM: Redevelopment Agency

SUBJECT: Rancho Jurupa Regional Sports Complex

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The improvements to the Rancho Jurupa Regional Sports Complex (Project) is of benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by providing recreational improvements and opportunities to surrounding community;
 - b) No other reasonable means of financing the cost of the Project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the Project; and

(Continued)

Robert Field
 Robert Field
 Executive Director

| | | | | |
|-----------------------|-------------------------------|-----------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 97,600 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 09/10 |

COMPANION ITEM ON BOARD OF SUPERVISORS 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
Jennifer L. Sargent
 BY: Jennifer L. Sargent

County Executive Office Signature

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

Prev. Agn. Ref.: 2/26/08, 4.5; 6/22/09, 4.1 | District: 2 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

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RECOMMENDED MOTION: (Continued)

- c) The payment of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for construction of any building facility, structure or other improvements.
2. Adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring Reporting Program (MMRP), both attached hereto as Attachment A for EA05190004044, based on the findings incorporated therein;
3. Approve the attached Amendment No. 1 to the Consultant Services Agreement between the Redevelopment Agency for the County of Riverside and RHA Landscape Architects Planners Inc., of Riverside, California, in the amount of \$97,600 and authorize the Chairman to execute the Agreement on behalf of the Redevelopment Agency for the County of Riverside;
4. Authorize the Executive Director to administer Amendment No. 1 in accordance with applicable Board policies;
5. Approve the specifications for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project (Phase I) and authorize the Clerk of the Board to advertise for bids; and
6. Approve the plans and specifications for the Rancho Jurupa Regional Sports Complex and authorize the Clerk of the Board to advertise for bids.

BACKGROUND: On February 26, 2008, the Board approved a Consultant Services Agreement with RHA Landscape Architects for design and engineering services. The Rancho Jurupa Regional Sports Complex has been developed on approximately 36 acres located immediately north of the intersection of Loring Ranch Road and Crestmore Road, in the unincorporated community of Riverside County. The Sports Park will include 15 soccer fields of varying sizes and two different types of turf. The Park also includes one large, one moderate, and six small picnic shelters which will accommodate a total of approximately 238 people, a concession/restroom building, a storage building, and a perimeter park concrete walk.

On July 14, 2009, the Board approved a Consultant Services Agreement with Krieger and Stewart, Inc. for design and engineering services for a new irrigation water well, pumping plant, irrigation water reservoir and irrigation booster station to be designated as the main non-potable water source to the complex. In order to properly determine the adequate amount of available groundwater to serve the complex, the construction of the well has been split into two phases. The scope of Phase I will determine that the well site provides adequate volume and pressure to serve non-potable irrigation needs of the complex. The scope for Phase II will construct the water well, pumping plant, reservoir and all above ground improvements necessary to complete the construction of the well. Once Phase I is complete and it has been determined that the well provides a sufficient water supply to the complex, staff will return with a recommendation to the Board to approve plans and specifications for Phase II.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, the Redevelopment Agency for the County of Riverside, being the Lead Agency, prepared an Initial Study for the proposed project. The

(Continued)

BACKGROUND: (Continued)

Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project. The results of the analysis demonstrate that the project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the Initial Study. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated 30 day public review and comment period from May 4, 2010 to June 2, 2010.

Pursuant to CEQA (Public Resources Code Section 21081.6), the Agency is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented hereto for adoption by the Board is designed to ensure compliance during project implementation. The IS/MND, MMRP and Notice of Determination are included as Attachment A.

During the design of the project, protected habitat areas were discovered which required a redesign of the westernmost soccer fields and a modification of the site drainage plan. The redesign of the site expanded the scope of services and therefore required additional fees. Amendment No. 1 to the Consultant Services Agreement will increase RHA Landscape Architects Planners Inc.'s compensation by \$97,600. County Counsel has approved the Amendment as to legal form.

The design plans and specifications have been completed and approved for the Rancho Jurupa Regional Sports Complex Project and the Rancho Jurupa Regional Sports Complex - Well Pumping Equipment Project (Phase I). Staff recommends the Board make the aforementioned findings, adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring Reporting Program (MMRP), ratify Amendment No. 1 to the Consultant Services Agreement between the Redevelopment Agency for the County of Riverside and RHA Landscape Architects Planners Inc., and authorize the Executive Director to administer Amendment No. 1 in accordance with applicable Board policies, and approve the plans and specifications and authorize the Clerk of the Board to advertise the Notice Inviting Bids.

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND
RHA LANDSCAPE ARCHITECTS PLANNERS INC. FOR THE RANCHO JURUPA
REGIONAL SPORTS COMPLEX PROJECT

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
(the "1st AMENDMENT") is entered into on this _____ day of _____ 2010,
by and between the Redevelopment Agency for the County of Riverside, a public
body (hereinafter "AGENCY"), and RHA Landscape Architects Planners Inc.
(hereinafter "CONSULTANT")

WITNESSETH:

WHEREAS, the parties entered into the original Agreement on February 26,
2008, to provide architectural design and consulting services for the Rancho Jurupa
Regional Sports Complex in the amount of Four Hundred Twenty Three Thousand
Eight Hundred Dollars (\$423,800); and

WHEREAS, the scope of services required for successful completion of the
project has been expanded to include, but not limited to, the redesign of the Water
Quality Management Plan, recalculation of the electrical Title 24 Design Calculations,
redesign of the Hydrology Report, and design of the public street improvement plans;
and

WHEREAS, AGENCY is requesting that CONSULTANT provide for these
additional services; and

WHEREAS, the cost to provide the aforementioned consulting services is
Ninety Seven Thousand Six Hundred Dollars (\$97,600) and is described in "Exhibit A-
1" (attached hereto); and

WHEREAS, the total cost is now Five Hundred Twenty One Thousand Four
Hundred Dollars (\$521,400).

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1 **NOW, THEREFORE**, in consideration of the foregoing and providing that all other
2 sections not amended remain intact, the parties hereto do hereby agree as follows,
3 effective as of October 26, 2008:

4 **A.** Section II of this Agreement is hereby amended in its entirety to read as follows:

5 **II. SCOPE OF WORK:** The Architect shall perform all services and other
6 activities necessary to design and prepare construction documents ready to advertise
7 and receive bids for the project in accordance with the terms of this Agreement and the
8 First Amendment hereto, and as outlined in the attached Exhibit "A" to the Agreement
9 and the Attachment A-1 to the First Amendment, attached hereto and by this reference
10 made a part hereof unless the work is altered by written amendment(s). All applicable
11 indemnification provisions in the Agreement shall remain in effect throughout the term
12 of the Agreement and any Amendments thereof.

13 **B.** Section III ARCHITECT'S SERVICES, subsection H – TIME OF
14 PERFORMANCE of the Agreement is hereby amended to include the following:

15 **H. TIME OF PERFORMANCE.** The Consultant agrees that it will diligently and
16 responsibly pursue the performance of the services required of it by the original
17 Agreement and all subsequent amendments and will deliver the work project by
18 December 15, 2011.

19 **C.** Section IV ARCHITECT'S COMPENSATION, subsection A.1 –
20 DETERMINATION OF AMOUNT of the Agreement is hereby amended in its entirety to
21 read as follows:

22 **A.1 DETERMINATION OF AMOUNT:** The AGENCY shall pay the Architect for
23 services performed and expenses incurred in accordance with the terms of this
24 Agreement. Architect shall be paid an amount not-to-exceed Five Hundred Twenty
25 One Thousand Four Hundred Dollars (\$521,400) and shall be paid as provided in
26 paragraph IV.C. Payment.

27 **EXCEPT AS MODIFIED HEREIN**, all other terms and conditions of the Agreement
28 shall remain the same and in full force and effect.

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2 **IN WITNESS WHEREOF**, the CONSULTANT and the AGENCY have executed
3 this AMENDMENT as of the date first above written.

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

RHA LANDSCAPE ARCHITECTS
PLANNERS INC.

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8 **By:** _____
9 Marion Ashley, Chairman
Board of Directors

By: _____
Doug Grove, Principal

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

15 **By:** Marsha L. Victor 6/15/10
16 Marsha L. Victor
Deputy County Counsel

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

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By: _____
Deputy

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