

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

715c



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
May 12, 2011

**SUBJECT:** Mission Plaza – Third Amendment to the Consulting Services Agreement

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

1. Find and determine Health and Safety Code Section 33421.1:
  - a. The attached consultant services agreement is necessary for the facilitation and coordination of the improvements of the Mission Plaza Project, which are necessary in order to effectuate the purposes of the redevelopment plan;
2. Ratify the consultant services agreement, including prior amendments thereto and approve the attached Third Amendment to the Consultant Services Agreement between the Redevelopment Agency for the County of Riverside and Harvey Partners, LLC in the amount of \$150,000, and authorize the Chairman of the Board to execute the agreement on behalf of the Redevelopment Agency for the County of Riverside; and

(Continued)

*Robert Field*

Robert Field  
Executive Director

|                       |                               |            |                         |         |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 150,000 | In Current Year Budget: | Yes     |
|                       | Current F.Y. Net County Cost: | \$ 0       | Budget Adjustment:      | No      |
|                       | Annual Net County Cost:       | \$ 0       | For Fiscal Year:        | 2010/11 |

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <b>SOURCE OF FUNDS:</b> 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

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

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 DATE: 5-9-11  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Samuel Wong*  
 DATE: 5-9-11  
 Dep't Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: N/A      District: 2      Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.4  
Form 1 (Rev 06/0003)

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA to administer the consultant agreement in accordance with applicable Board policies.

**BACKGROUND:**

In its continuing commitment to eliminate blight within the Jurupa Valley Project Area and facilitate rehabilitation, the Board of Directors approved an acquisition agreement on April 1, 2008 for the purchase of the Mission Plaza Commercial Center located at the southeast corner of Riverview Drive and Mission Boulevard in the unincorporated community of Rubidoux.

On September 2, 2008, the Board approved an exclusive negotiating agreement with Pacmissions, LLC for the Mission Plaza Commercial Center to develop plans for the site to solicit end users and negotiate terms and conditions. Due to the region's economic deterioration, it became apparent this effort was not progressing as quickly as had been anticipated. In order to assist with this effort the Redevelopment Agency for the County of Riverside (RDA) entered into a sole source agreement with Harvey Partners, LLC, on December 21, 2009 in the amount of \$25,000. It was determined that this consultant had the technical expertise, experience, and intricate working knowledge and extensive background in neighborhood shopping center development of the area in order to facilitate the business and economic transactions with anchor and pad tenants required for this project. His experience would facilitate the design development and extensive negotiations required for the success of this project. It was also not in the best interest of the project to seek other consultants due to the complexity and sensitivity of the coordination requirements necessary to complete the project.

The original scope of services with Harvey Partners, LLC, included the review of commercial and retail conditions, development feasibility, facilitate negotiation, assist in the ground lease and reciprocal easement agreements with the anchor tenant and other retail tenants for the center, assist in marketing of the project with Grubb & Ellis, and provide financial pro forma analysis for development of Mission Plaza.

The timeframe and scope of services required for successful completion of the project was extended. Staff requested the consultant provide the additional services. On June 14, 2010, RDA entered into a first amendment for an additional amount of \$25,000 for a total of \$50,000. The scope of work was extended on October 13, 2010, RDA entered into a second amendment in the amount of \$25,000 for a new total of \$75,000.

Due to the complexity and progression of the negotiations of this project, additional services are once again required. Consultant has been requested to review all title matters, provide coordination services for all letters of intent from prospective matters, a lot line adjustments, general plan amendment, zone change, and conditional use permit and also provide ground lease documentation for pad tenants. Consultant has agreed to provide such services. This third amendment would increase the grand total cost to \$150,000 through December 2011.

(Continued)

**BACKGROUND:** (Continued)

RDA staff recommends that the Board of Directors make the findings, ratify the third amendment to the consultant services agreement between the Redevelopment Agency for the County of Riverside and Harvey Partners, LLC, in the amount of \$150,000; authorize the Chairman of the Board to execute the agreement on behalf of the Redevelopment Agency for the County of Riverside, which will allow the Redevelopment Agency to move forward with completion of project design and planning; and authorize the County Executive Officer/EDA to administer the Third Amendment in accordance with applicable Board policies.

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**THIRD AMENDMENT  
TO THE CONSULTING SERVICES AGREEMENT  
BY AND BETWEEN  
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
AND HARVEY PARTNERS LLC  
FOR PROJECT DEVELOPMENT AND FEASIBILITY COORDINATION SERVICES  
FOR THE MISSION PLAZA COMMERCIAL CENTER**

THIS THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT (the "3<sup>rd</sup> AMENDMENT") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the Redevelopment Agency for the County of Riverside, a public body (hereinafter "AGENCY"), and Harvey Partners LLC (hereinafter "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the parties entered into the original Agreement on December 21, 2009, to review commercial retail conditions and development feasibility of the Mission Plaza located in the unincorporated community of Rubidoux CA, in the amount of Twenty Five Thousand Dollars (\$25,000); and

**WHEREAS**, the parties entered into the First Amendment on June 14<sup>th</sup> 2010, and Second Amendment on October the 13<sup>th</sup> 2010; and

**WHEREAS**, the scope of services required for successful completion of the project has been expanded to provide additional services for the Mission Plaza Commercial Center Project as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto and by this reference incorporated herein; and

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

**WHEREAS**, the fees for the Original Agreement, First Amendment and Second Amendment was Seventy Five Thousand (\$75,000) cumulative; and

**WHEREAS**, the cost to provide the additional aforementioned consulting services is Seventy Five Thousand (\$75,000); and

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1       **WHEREAS**, the total cost is now One Hundred and Fifty, Thousand Dollars  
2 (\$150,000).

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

5       **A.** Section 1 of this Agreement is hereby amended in its entirety to read as  
6 follows:

7               **1. DESCRIPTION OF SERVICES:** CONSULTANT shall provide all  
8 services as outlined in the original Agreement, all previous amendments and the  
9 revised Exhibit A consisting of two (2) pages, attached hereto and by this reference  
10 incorporated herein for the Mission Plaza Commercial Center Project.

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

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23       **B.** Section 2 of this Agreement is hereby amended in its entirety to read as  
24 follows:

25               **2. PERIOD OF PERFORMANCE:** CONSULTANT shall commence  
26 performance upon execution of this Agreement and complete performance by  
27 December 31, 2011. CONSULTANT will diligently and responsibly pursue the  
28 performance of the services required of it by this Agreement through project

1 completion unless the work is altered by written amendment(s) pursuant to  
2 Section 12, or terminated as specified in Section 6. All applicable  
3 indemnification provisions in this Agreement shall remain in effect following the  
4 termination of this Agreement.

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6 **C.** Section 3 of this Agreement is hereby amended in its entirety to read as  
7 follows:

8 **3. COMPENSATION:** The AGENCY shall pay the CONSULTANT for  
9 services performed and expenses incurred in accordance with the terms of this  
10 Agreement. CONSULTANT shall be paid an amount not to exceed \$150,000 for  
11 the Scope of Work outlined in the original Agreement, all previous Amendments  
12 and the attached revised Exhibit A, consisting of two (2) pages, to be completed  
13 by December 31, 2011. CONSULTANT shall submit invoices to the AGENCY  
14 for progress payments based on work completed to date.

15 3.1 Said compensation shall be paid in accordance with an invoice submitted to  
16 AGENCY by CONSULTANT within fifteen (15) days from the last day of each  
17 calendar month, and AGENCY shall pay the invoice within thirty (30) working  
18 days from the date of receipt of the invoice.

19  
20 **D.** Section 6.3 of this Agreement is hereby amended in its entirety to include  
21 the following:

22 **6.3 Professional Liability:** CONSULTANT shall maintain Professional  
23 Liability Insurance providing coverage for performance of work included within  
24 this Agreement, with a limit of liability of not less than \$1,000,000 per  
25 occurrence and \$1,000,000 annual aggregate. If CONSULTANT'S Professional  
26 Liability Insurance is written on a claims made basis rather than an occurrence  
27 basis, such insurance shall continue through the term of this Agreement. Upon  
28 termination of this Agreement or the expiration or cancellation of the claims

1 made insurance policy CONSULTANT shall purchase at his sole expense either  
2 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2)  
3 Prior Dates Coverage from a new insurer with a retroactive date back to the  
4 date of, or prior to, the inception of this Agreement; or, 3) demonstrate through  
5 Certificates of Insurance that Consultant has maintained continuous coverage  
6 with the same or original insurer. Coverage provided under items; 1), 2) or 3)  
7 will continue for a period of five (5) years beyond the termination of this  
8 Agreement.

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

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

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

**HARVEY PARTNERS, LLC**

6  
7 By: \_\_\_\_\_  
8     Bob Buster, Chairman  
9     Board of Directors

By: \_\_\_\_\_  
Jay Harvey,  
Managing Member

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

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

16  
17  
18 **APPROVED AS TO FORM:**  
19 Pamela J. Walls  
20 County Counsel

21   
22 \_\_\_\_\_  
23 Deputy



# EXHIBIT "A"

Harvey Partners, LLC  
4100 Central Avenue, Suite 205  
Riverside, California 92506

March 21, 2011

Economic Development Agency  
3403 Tenth Street, Suite 400  
Riverside, California 92501

RE: Mission Plaza  
Riverside, California

## 1) SCOPE OF WORK FOR CONTRACT ADDENDUM:

- a) Attend all meetings between RDA, Cardenas Market, and other retail tenants for center.
- b) Attend all meetings between RDA, Architect, and Civil Engineer.
- c) Attend all meetings with Supervisor Tavaglione and staff.
- d) Review all title matters and documentation for title exceptions
- e) Review appraisal.
- f) Review topographical survey and ALTA Survey.
- g) Review existing tenant leases.
- h) Review reciprocal easement agreement.
- i) Review adjacent ownership documentation.
- j) Assess purchase agreements from potential buyers.
- k) Assess all on and off site work both existing and proposed.
- l) Coordinate all letters of intent from prospective tenants.
- m) Provide economic proformas for development.
- n) Coordinate all site plan issues.
- o) Coordinate architectural floor plans.
- p) Assist civil engineer in conceptual grading plan, conceptual wet and dry utilities, and street plans.
- q) Coordinate marketing with leasing agents.
- r) Coordinate retail and residential components with development teams.
- s) Provide market overview, tenant void analysis, and overview on construction and permanent financing.
- t) Coordinate lot line adjustments, general plan amendment, zoning change, CUP.
- u) Provide bidding and construction service.
- v) Coordinate with landscape architect.
- w) Coordinate sign criteria for center.
- x) Assess existing shop building remodel.
- y) Provide ground lease documentation for Cardenas Markets, pad tenants, and build to suit leases.

## EXHIBIT "A"

- 2) **PERIOD OF PERFORMANCE:** CONSULTANT shall commence performance upon execution of this Agreement and complete performance by December 31, 2011. CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this Agreement through project completion unless the work is altered by written amendment(s) or terminated.

Said work shall commence February 1, 2011 through December 31, 2011. The contract amount for consulting services shall be Seventy-Five Thousand Dollars (\$75,000), for a total contract amount of One Hundred and Fifty Thousand Dollars (\$150,000), and shall be billed and paid in monthly installments.

- 3) **COMPENSATION:** CONSULTANT shall invoice AGENCY monthly for the work performed during the prior month and submit documentation to verify reimbursable expenditures by the CONSULTANT. A written project status report shall also be included with each invoice. Said status report shall provide a description of the work completed that AGENCY is being billed for and work yet to be performed. Status report shall also indicate the percentage of the project which is completed. The final invoice should be received by AGENCY within six (6) months of completion of the construction of the project. After said six (6) month period, AGENCY will reprogram any remaining funds.

The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of this Agreement. CONSULTANT shall be paid an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the Scope of Work outlined in the Exhibit of the Original Agreement, 1<sup>st</sup> (First) Amendment, and 2<sup>nd</sup> (Second) Amendment, and 3<sup>rd</sup> (Third) Amendment to be completed by December 31, 2011. CONSULTANT shall submit invoices to the AGENCY for progress payments based on worked completed to date.