

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

315



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
June 14, 2012

**SUBJECT:** First Amended Agreement for Relocation Services Provided for the Mission Plaza Project

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

1. Authorize the Chairman of the Board to execute the First Amended Agreement for relocation Services provided by Epic Land Solutions Inc. for the Mission Plaza project;
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board Meeting; and
3. Authorize the Successor Agency to add expenditures within the existing budget shown on the Initial Recognized Obligation Payment Schedule (IROPS).

**BACKGROUND:** (Commences on Page 2)

*Robert Field*  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 39,700	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

<b>COMPANION ITEM ON BOARD AGENDA:</b> No	
<b>SOURCE OF FUNDS:</b> Former Jurupa Valley Redevelopment Project Area Capital Improvement Funds.	<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
	<b>Requires 4/5 Vote</b> <input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Jennifer L. Sargent*  
County Executive Office Signature

FISCAL PROCEDURES APPROVED  
 FORM APPROVED COUNTY COUNSEL  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Arroyo* 6-4-12  
 DATE: 6/12/12  
 ANITA C. WILLIS

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

Prev. Agn. Ref.: 4.2 of 7/26/11      District: 2/2      Agenda Number: **4.3**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

The Agency selected Consultant Epic Land Solutions Inc. to provide services based on their response to a Request for Qualifications (RFQ) for the Mission Plaza project. Under the original scope of services, Epic Land Solutions Inc. agreed to provide relocation services for two businesses commonly known as Aqua Pura and LaNoria Market which are situated upon the property site of Mission Plaza.

However, since the original scope of work, LaNoria Market has engaged an attorney to oversee their relocation benefits and transactions. This has generated an increase in the agent's task which requires additional hours for Epic's agent to carry out their relocation duties in an effective manner.

Also, since the original scope of work, the Agency has determined the sub-tenants of the swap meet that were evicted by the previous grantor are rightfully entitled to receive Relocation Assistance under Title 25 statutes and the Federal Uniform Act (URA). Epic Land Solutions has successfully accounted for and located 12 sub-tenants of the swap meet that are eligible.

An Amendment to the Agreement is necessary to pay for additional relocation costs which is outlined in Exhibit A.

The project expenditures are shown on the IROPS for the period January through June 2012. With Oversight Board approval the IROPS will be modified to reflect the additional funds that are required.

The First Amended Agreement has been reviewed and approved by County Counsel as to legal form.

Attachment:  
First Amended Agreement

1 FIRST AMENDED AGREEMENT BY AND  
2 BETWEEN THE COUNTY OF RIVERSIDE AND EPIC LAND SOLUTIONS INC. FOR  
3 RELOCATION SERVICES

4 This First Amended AGREEMENT, is made and entered into this 9<sup>th</sup> day of April, 2012, by and  
5 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California acting in its  
6 capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter  
7 "AGENCY"), and EPIC LAND SOLUTIONS INC. (hereinafter "CONSULTANT").

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

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

16 WHEREAS, the County of Riverside and the Former RDA adopted by Ordinance No.  
17 675, on July 5, 1989, a redevelopment plan for an area within the County identified as the Jurupa Valley  
18 Project Area (JVPA), Rubidoux Sub Area (hereinafter the "PROJECT AREA")

19 WHEREAS, pursuant to Sections 34177-34181 of the Health and Safety Code, the  
20 AGENCY is authorized to make and execute contracts and other instruments necessary or convenient in  
21 compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the  
22 Recognized Obligation Payment Schedule (ROPS) as adopted by the Agency and the Oversight Board;

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

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

1           WHEREAS, the proposed services provided in this agreement will benefit the PROJECT  
2 AREA by facilitating relocations needed for the Mission Plaza project in order to help eliminate blight  
3 and revitalize the physical and economic conditions that exist in the PROJECT AREA;

4           WHEREAS, the AGENCY has selected CONSULTANT Epic Land Solutions Inc. to  
5 provide services based on their response to a Request for Qualifications (RFP);

6           WHEREAS, CONSULTANT has agreed to provide such services to AGENCY;

7           WHEREAS, an Amendment to the Agreement is necessary to pay for additional  
8 relocation cost outlined in Exhibit A, attached hereto and by his reference incorporated herein.

9           NOW, THEREFORE, based on the mutual promises contained herein, the parties hereto  
10 agree as follows:

11           1.     DESCRIPTION OF SERVICES: CONSULTANT shall provide relocation services in  
12 conjunction with the relocation work for the Mission Plaza Project specifically outlined in Exhibit A,  
13 attached hereto and by this reference incorporated herein.

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

22           2.     PERIOD OF PERFORMANCE: This First Amended Agreement shall be effective upon  
23 date of execution by AGENCY. CONSULTANT shall commence performance upon the effective date  
24 and complete performance within 180 days from said date. CONSULTANT will diligently and  
25 responsibly pursue the performance of the services required of it by this First Amended Agreement  
26 through project completion unless the work is altered by written Amendment(s) pursuant to Section 12,  
27 or terminated as specified in Section 6. All applicable indemnification provisions in this First Amended  
28 Agreement shall remain in effect following the termination of this First Amended Agreement.

1           3.     COMPENSATION: The AGENCY shall reimburse the CONSULTANT for services  
2 performed and expenses incurred in accordance with the terms of this First Amended Agreement.  
3 CONSULTANT shall be paid for the relocation service outlined in the invoice detail submitted by the  
4 Consultant. The original Agreement amount was \$14,150, and an additional \$25,550 for a total of  
5 \$39,700 is now needed for any supplementary relocation expenses that may occur between the amended  
6 date and July 1, 2012. The Scope of Work for the relocation service provided by the Consultant is  
7 attached to this First Amended Agreement as outlined in Exhibit A. The Agency will reimburse  
8 Consultant within forty-five days of receipt of invoice and acceptance of relocation services.

9           4.     INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an  
10 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner,  
11 an employee or agent of the AGENCY. Personnel performing the services under this First First  
12 Amended Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S  
13 exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due  
14 such personnel in connection with their performance of Service and as required by law.  
15 CONSULTANT shall be responsible for all reports and obligations respecting such personnel,  
16 including, but not limited to, social security taxes, income tax withholdings, unemployment insurance,  
17 and workers' compensation insurance. CONSULTANT and its employees and agents shall maintain  
18 professional licenses required by the laws of the State of California at all times while performing  
19 services.

20           5.     INDEMNIFICATION. CONSULTANT shall indemnify and hold harmless the County  
21 of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,  
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives  
23 from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers,  
24 employees, subcontractors, agents or representatives arising out of or in any way relating to this First  
25 Amended Agreement, including but not limited to property damage, bodily injury, or death or any other  
26 element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers,  
27 agents, employees, subcontractors, agents or representatives from this First Amended Agreement.  
28 CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to

1 attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its  
2 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of  
3 Supervisors, elected and appointed officials, employees, agents and representatives in any claim or  
4 action based upon such alleged acts or omissions.

5 With respect to any action or claim subject to indemnification herein by CONSULTANT,  
6 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have  
7 the right to adjust, settle, or compromise any such action or claim without the prior consent of  
8 AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner  
9 whatsoever limits or circumscribes CONSULTANT'S indemnification to AGENCY as set forth herein.

10 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to  
11 AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the action or  
12 claim involved.

13 The specified insurance limits required in this First Amended Agreement shall in no way limit or  
14 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the AGENCY herein from  
15 third party claims.

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

19 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT  
20 shall maintain in force at all times during the performance of this First Amended Agreement, insurance  
21 policies evidencing coverage during the entire term of the First Amended Agreement as follows:

22 6.1 Workers' Compensation: If CONSULTANT has employees as defined by the State  
23 of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as  
24 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage  
25 B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy  
26 shall be endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and, if  
27 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

28 6.2 Commercial General Liability: Commercial General Liability insurance coverage,

1 including, but not limited to, premises liability, contractual liability, completed operations, personal and  
2 advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its  
3 obligations hereunder. Policy shall name the AGENCY, County of Riverside, special districts, their  
4 respective directors, officers, Board of Supervisors, elected officials, employees, agents or  
5 representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per  
6 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
7 separately to this First Amended Agreement or be no less than two times the occurrence limit.

8           6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the  
9 performance of the obligations under this First Amended Agreement, CONSULTANT shall maintain  
10 liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
11 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
12 separately to this First Amended Agreement or be no less than two times the occurrence limit.

13           6.4 Professional Liability: CONSULTANT shall maintain Professional Liability  
14 Insurance providing coverage for performance of work included within this First Amended Agreement,  
15 with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If  
16 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an  
17 occurrence basis, such insurance shall continue through the term of this First Amended Agreement.  
18 Upon termination of this First Amended Agreement or the expiration or cancellation of the claims made  
19 insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting  
20 Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage from a new insurer with a  
21 retroactive date back to the date of, or prior to, the inception of this First Amended Agreement; or, 3)  
22 demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage  
23 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period  
24 of five years beyond the termination of this First Amended Agreement.

25           6.5 General Insurance Provisions - All lines:

26           a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
27 State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such  
28 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S Risk Manager

1 waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only  
2 for one (1) policy term.

3 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or  
4 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence,  
5 such deductibles and/or retentions shall have the prior written consent of the AGENCY Risk Manager  
6 before the commencement of operations under this First Amended Agreement. Upon notification of  
7 deductibles or self insured retentions which are deemed unacceptable to the AGENCY, at the election of  
8 the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such  
9 deductibles or self-insured retentions as respects this First Amended Agreement with the AGENCY, or  
10 2) procure a bond which guarantees payment of losses and related investigations, claims administration,  
11 defense costs and expenses.

12 c. The CONSULTANT shall cause its insurance carrier(s) to furnish the AGENCY with 1)  
13 a properly executed original Certificate(s) of Insurance and certified original copies of endorsements  
14 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY  
15 Risk Manager, provide original certified copies of policies including all endorsements and all  
16 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than  
18 thirty days written notice be given to the AGENCY prior to any material modification or cancellation of  
19 such insurance. In the event of a material modification or cancellation of coverage, this First Amended  
20 Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another  
21 properly executed original Certificate of Insurance and original copies of endorsements or certified  
22 original policies, including all endorsements and attachments thereto evidencing coverages and the  
23 insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to  
24 do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.  
25 ***CONSULTANT shall not commence operations until the AGENCY has been furnished original***  
26 ***Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance***  
27 ***including all endorsements and any and all other attachments as required in this Section.***



1 d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance  
2 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as  
3 primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or  
4 self-insured programs shall not be construed as contributory.

5 e. If, during the term of this First Amended Agreement or any extension thereof, there is a  
6 material change in the scope of services or performance of work, the AGENCY reserves the right to  
7 adjust the types of insurance required under this First Amended Agreement and the monetary limits of  
8 liability for the insurance coverages required herein, if; in the AGENCY Risk Manager's reasonable  
9 judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.  
10 CONSULTANT may terminate this First Amended Agreement if it deems that any increase in the  
11 amount of insurance required herein is unreasonable.

12 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
13 subconsultants working under this First Amended Agreement

14 7. COOPERATION BY AGENCY: All information, data, reports, records, and maps as  
15 are existing, available to the AGENCY and necessary for carrying out the work described, shall be  
16 furnished to CONSULTANT without charge by the AGENCY. The AGENCY shall cooperate with  
17 CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under this  
18 First Amended Agreement.

19 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,  
20 employees and subcontractors shall act at all times in an independent capacity during the term of this  
21 First Amended Agreement and shall not act as, and shall not be, nor shall they in any manner be  
22 construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its agents,  
23 servants, employees and subcontractors, shall not in any manner incur or have the power to incur any  
24 debt, obligation, or liability against the AGENCY.

25 9. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this  
26 First Amended Agreement in whole or in part at any time, with or without cause. Such termination may  
27 be for AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and  
28

1 obligations under this First Amended Agreement including, but not limited to, the failure of  
2 CONSULTANT to timely perform services.

3 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,  
4 CONSULTANT shall discontinue all affected services within seven days of receipt of the notice, unless  
5 otherwise directed by the notice, and deliver to the AGENCY all data, estimates, graphs, summaries,  
6 reports, and other related materials as may have been prepared or accumulated by CONSULTANT in  
7 performance of services, whether completed or in progress.

8 9.2 Effect of Termination for Convenience. If the termination is to be for the  
9 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services  
10 satisfactorily provided through the date of termination. CONSULTANT shall provide documentation  
11 deemed adequate by AGENCY'S representative to show the services actually completed by  
12 CONSULTANT prior to the date of termination. This First Amended Agreement shall terminate thirty  
13 days following receipt by the CONSULTANT of the written Notice of Termination.

14 9.3 Effect of Termination for Cause. If the termination is due to the failure of  
15 CONSULTANT to fulfill its obligations under this First First Amended Agreement, CONSULTANT  
16 shall be compensated for those services which have been completed and accepted by the AGENCY. In  
17 such case, the AGENCY may take over the work and prosecute the same to completion by contract or  
18 otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs  
19 incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT  
20 under this First Amended Agreement, but which the AGENCY has determined in its sole discretion  
21 needs to be revised in part or whole to complete the Project. Following discontinuance of services, the  
22 AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any,  
23 CONSULTANT can take to adequately fulfill its requirements under this First First Amended  
24 Agreement. In its sole discretion, AGENCY'S representative may propose an adjustment to the terms  
25 and conditions of the First Amended Agreement, including the contract price. Such contract  
26 adjustments, if accepted in writing by the parties, shall become binding on CONSULTANT and shall be  
27 performed as part of this First Amended Agreement. In the event of termination for cause, unless  
28 otherwise agreed to in writing by the parties, this First Amended Agreement shall terminate seven days

1 following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this  
2 First Amended Agreement for cause may be considered by the AGENCY in determining whether to  
3 enter into future First Amended Agreements with CONSULTANT.

4           9.4 Cumulative Remedies. The rights and remedies of the parties provided in this Section  
5 are in addition to any other rights and remedies provided by law or under this First Amended  
6 Agreement.

7           10. CONFLICT OF INTEREST: CONSULTANT shall have no interest and shall not  
8 acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance  
9 of services required under this First Amended Agreement.

10           11. DESIGNATED REPRESENTATIVES: The following individuals are designated as  
11 representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:

12 <u>SUCCESSOR AGENCY</u>	<u>CONSULTANT</u>
13 P.O Box 1180	Epic Land Solutions Inc.
14 Riverside, CA 92502	3850 Vine Street, Suite 200
15 (951) 955-8346	Riverside, CA 92507
(951) 955-4837 Fax	(951) 321-1800
	(951) 321-1836 Fax

16           Any change in designated representatives shall be promptly reported to the other party in order  
17 to ensure proper coordination

18           12. ASSIGNMENT: This First Amended Agreement shall not be assigned by  
19 CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any  
20 assignment or purported assignment of this First Amended Agreement by CONSULTANT without the  
21 prior written consent of AGENCY will be deemed void and of no force or effect.

22           13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no  
23 discrimination against or segregation of any person, or group of persons, on account of sex, marital  
24 status, race, religion, color, creed, national origin, ancestry, sex, physical condition or age in the  
25 performance of this First Amended Agreement and that CONSULTANT, Contractor, or any person  
26 claiming under or through the AGENCY shall not establish or permit any such practice or practices of  
27 discrimination or segregation.

1           14.    ALTERATION: No alteration or variation of the terms of this First Amended  
2 Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral  
3 understanding or First Amended Agreement not incorporated herein shall be binding on any of the  
4 parties hereto.

5           15.    LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this  
6 First Amended Agreement possession of a current and valid license in compliance with any local, state,  
7 and federal laws and regulations relative to the scope of services to be performed under Exhibit A and  
8 that service(s) will be performed by properly trained and licensed staff.

9           16.    CONFIDENTIALITY: CONSULTANT shall observe all federal, state and AGENCY  
10 regulations concerning confidentiality of records. CONSULTANT shall refer all requests for  
11 information to AGENCY.

12           17.    WORK PRODUCT: All documents, reports, preliminary findings, or data assembled or  
13 compiled by CONSULTANT under this First Amended Agreement shall become the property of the  
14 AGENCY upon creation. The AGENCY reserves the right to authorize others to use or reproduce such  
15 materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the  
16 public, without the direct authorization of the AGENCY Director or an authorized designee.

17           18.    JURISDICTION, VENUE, ATTORNEY'S FEES: This First Amended Agreement is to  
18 be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of  
19 the appropriate courts in the County of Riverside, State of California. Should action be brought to  
20 enforce or interpret the provisions of the First Amended Agreement, the prevailing party shall be  
21 entitled to attorney's fees in addition to whatever other relief is granted.

22           19.    WAIVER: Any waiver by AGENCY of any breach of any one (1) or more of the terms  
23 of this First Amended Agreement shall not be construed to be a waiver of any subsequent or other  
24 breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact,  
25 full and complete compliance with any terms of this First Amended Agreement shall not be construed  
26 as in any manner changing the terms hereof or estopping AGENCY from enforcement hereof.

1           20.    SEVERABILITY: If any provision in this First Amended Agreement is held by a court  
2 of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
3 nevertheless continue in full force without being impaired or invalidated in any way.

4           21.    ENTIRE FIRST AMENDED AGREEMENT: This First Amended Agreement is  
5 intended by the parties hereto as a final expression of their understanding with respect to the subject  
6 matter hereof, and all prior or contemporaneous First Amended Agreements of any kind or nature  
7 relating to the same shall be deemed to be merged herein. Any modifications to the terms of this First  
8 Amended Agreement must be in writing and signed by the parties herein.

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1           22.    NOTICES: All correspondence and notices required or contemplated by this First  
2 Amended Agreement shall be delivered to the respective parties at the addresses set forth below and are  
3 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

4 SUCCESSOR AGENCY:

5 P.O Box 1180  
6 Riverside, CA 92502  
7 (951) 955-8346  
8 (951) 955-4837 Fax

CONSULTANT:

Epic Land Solutions Inc.  
3850 Vine Street, Suite 200  
Riverside, CA 92507  
(951) 321-1800  
(951) 321-1836 Fax

9 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this First  
10 Amended Agreement.

11 DATED: \_\_\_\_\_

COUNTY OF RIVERSIDE

12  
13 By: \_\_\_\_\_  
14 John F. Tavaglione, Chairman  
15 Board of Supervisors

16 EPIC LAND SOLUTIONS INC.

17  
18 By: Lynette Overcamp  
19 Lynette Overcamp, SR/W/A  
20 Vice President

21 **APPROVED AS TO FORM:**  
22 PAMELA J. WALLS, County Counsel

23  
24 By: [Signature]  
25 Anita C. Willis, Principal Deputy

# Epic Land Solutions, Inc.

2815 Camino Del Rio South, Suite 245  
San Diego, CA 92108

Office/VM: 619-822-2763  
Fax: 619-574-2667

EXHIBIT "A"

## Memorandum

4/9/2012

**To:** Mike Roma SR/WA & Yolanda King  
Real Property Department  
Riverside County Redevelopment Agency

**From:** Walt Evans SR/WA, RW-NAC, RW-RAC  
Epic Land Solutions, Inc.

**Cc:** Jackie Franks, Consultant

**Re:** **Revised Budget Amendment Request w/ Justification; Discovered Out-of-Scope Work; Under Existing Agreement: Relocation Services 'Mission Plaza Project'**

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Under our existing contractual agreement entered into March 21<sup>st</sup> 2011, Epic Land Solutions, Inc. was retained to conduct relocation assistance services for Riverside County RDA's 'Mission Plaza' project.

Under our original scope of services, Epic Land Solutions, Inc. as 'Relocation Services Consultant' to the County of Riverside Redevelopment 'Agency' was retained to develop and publish an approved 1) relocation plan for two businesses commonly known as 'Aqua Pura' and 'LaNoria Market' situated upon the property site of 'Mission Plaza'. Also, under the same agreement and scope, Epic was asked to carry out statutorily required Relocation Assistance Services for one of those two businesses, namely 'Aqua Pura'. Both the development and publication of an approved Relocation Plan and Relocation Assistance Services to Aqua Pura were completed in a timely manner within full legislative compliance duly accepted by the 'Agency'.

At a point during our initial relocation of 'Aqua Pura', it was determined by the 'Agency' that 'LaNoria Market' required relocation assistance services as well as 'Aqua Pura'. Upon direction from the 'Agency', Epic Land Solutions fully engaged the proposed displacee 'LaNoria Market' with all statutorily required notifications and the mandated initial advisory assistance interview. However, the involvement of an attorney for

'LaNoria' at that time precluded Epic's agent from carrying out said relocation duties in an effective way.

During this time, as a consequence to the County's 'Mission Plaza' project, a lawful eviction occurred whereby the grantor of the previous indoor swap meet located within the 'Mission Plaza' property evicted 42 business sub-tenants of the swap meet for non-payment of rent. Since then, a determination was made by the 'Agency' that those swap meet sub-tenants are rightfully entitled to receive Relocation Assistance under Title 25 statutes and the Federal Uniform Act (URA). Therefore, these business sub-tenants are fully Relocation Assistance Program (RAP) eligible, entitled to relocation assistance payments under the law as provided by the 'Agency's' relocation assistance 'Consultant'.

So far, Epic Land Solutions has successfully accounted for and located 12 swap meet businesses eligible to receive fixed (in-lieu) payments under the regulations ranging between \$1,000 to \$20,000 based upon a computation of 2 years tax returns.

As the delegated 'Agency' under application of federal and state relocation legislation for these impacted swap meet businesses and the LaNoria Market; coupled with the required completion of advisory interviews with analysis and submission of claims for all lawful payments entitled to displaced businesses; Epic Land Solutions 'Consultant' requests the County RDA approve this budgetary amendment request consistent with the following 'Consultant' services fee schedule and applicable scope of services.

<b>Out of Scope Service</b>	<b>Per Unit Fee</b>	<b>Total Unit Fee</b>
<b>LaNoria Market (1)</b>	<b>\$9,700 *** (scope of services below)</b>	<b>\$ 9,700</b>
<b>Swap Meet Business (12)</b>	<b>\$2,500 (12) per business (reduced fee per business)</b>	<b>\$ 30,000</b>
<b>TOTAL CONSULTANT FEES</b>		<b>\$ 39,700</b>

**LaNoria Market Scope of Services; Comprehensive Claims Administration**

- Certified Inventory of all business inventory and personalty such as goods sold.
- Move Service Authorization w/ Competitive Bid Proposals from two to three licensed commercial movers.
- Business Self Move with Documentation & Agreements.
- Move-related Expenses to include oversight for retrofitting (Tenant Improvement's) of replacement site accommodating the new business location.
  - a. electrical
  - b. plumbing
  - c. tenant improvements



**d. fixtures and equipment**

- Business Reestablishment Expense (BRE) \$10,000 Maximum
  - a. analysis of increased operating expenses
  - b. county/city building permits, business licenses, health permits etc.
- Search Expense \$1,000 Maximum with Log
- A Fixed Payment (In-Lieu) determination w/ analysis if appropriate
- RDA RAP File Management w Comprehensive Diaries, Claim Packages, Copies of Permits and Licenses
- Management Review w/ Closeout for Compliance; Copied and Provided to RDA
- Fixtures and Equipment Negotiations, Agreement, Compensatory Claims; completed w/ Offset statement and Quitclaims
- Compensatory Loss of Goodwill Claims; Application Provided
- Settlement Agreement between Compensatory Loss of goodwill, F & E and Business RAP Claims due to mandated 'no duplication of payments'.

**Swap Meet Sub-Tenants (12)**

- Conduct RAP Interviews with each for qualification data collection purposes.
- Populate file with all mandated forms, tax returns, notices, business licenses, claims and supporting documentations.
- Preparation with payment request submission to RDA.
- Management Closeout Review of each file assuring full compliance.
- Copy and supply duplicate file for agency audit.

**Project Assumptions**

- F & E Appraisal is completed and paid for by the agency and accepted by displacee's attorney.
- The displacee agrees with the contributory value associated with the elements of F&E.
- Goodwill appraisal paid and completed by agency and accepted by displacee's attorney.
- The displacee agrees with the contributory value associated with the elements of compensatory Goodwill Loss.

This deliverable relocation project along with all associated action items necessary for 12 swap meet businesses and LaNoria Market escalated our existing contract agreement by \$39,700 to successfully carry out and complete the 'Mission Plaza' project.

There will be considerable time and effort spent on complying with all mandated regulations while upholding the County's delegated authority of the relocation statutes.

Based upon the actual time and effort expended for this discovered out of scope work, as set forth above, we request Riverside County RDA authorize additional budget of \$39,700 to allow Epic the additional resources required.

Thus, while the our original scope of work and necessary budget remained unchanged; these additional swap meet relocation displacements, meaning LaNoria Market's attorney and consultant involvement with all associated tasks require additional time, effort, analysis, claim preparation and submission for the successful regulatory outcome of this relocation assistance project.

Everyone at Epic Land Solutions appreciates the opportunity to work on behalf of Riverside County Redevelopment Agency, standing readily committed to provide the best possible Right-of-Way services. We take pride assisting the County with the enhancement goals established and thank the County for their support and confidence in our work.

If you should have any questions, please contact Walt Evans directly at (619) 822-2761 or [WaltEvans@EpicLand.com](mailto:WaltEvans@EpicLand.com)

Thank You!