

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

923



**SUBMITTAL DATE:**  
December 6, 2012

**FROM:** Housing Authority

**SUBJECT:** First Amendment to Professional Services Agreement with the Planning Center

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

1. Approve the First Amendment to Professional Services Agreement with the Planning Center;
2. Authorize the Chairman of the Board of Commissioners to execute said attached First Amendment; and
3. Authorize the Executive Director or designee to take all necessary steps to implement the First Amendment including, but not limited to, signing subsequent necessary and relevant documents subject to County Counsel.

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

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 41,348	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 OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Redevelopment Low and Moderate Income Housing 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  
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER  
 BY: [Signature] DATE: 12-11-12  
 Dep. DATE: 12-4-12  
 ANITA C. WILLIS  
 FORM APPROVED COUNTY COUNSEL  
 BY: [Signature] DATE: 12-4-12  
 ANITA C. WILLIS  
 Policy  Policy   
 Consent  Consent   
 Dept't Recomm.:  Per Exec. Ofc.:

Prev. Agn. Ref.: 4.2 of 12/12/2006 and 4.3 of 09/15/2009

District: 3/3

Agenda Number

10-2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

On December 12, 2006, the Redevelopment Agency for the County of Riverside (RDA) contracted with the Planning Center to coordinate with the City of Hemet and the RDA for production of a concept design, known as the Revitalization Plan, for the North Hemet Sub Area of the Mid County Project Area. The project area is comprised of 37 parcels within 28.6 acres and located north of downtown Hemet, bounded by State Street to the east, Hemet Vistas Apartments to the north, Oakland Avenue to the south, and Alessandro Street to the west.

Subsequent to completion of the Revitalization Plan, on September 15, 2009, the RDA approved a Professional Services Agreement for \$350,000 with the Planning Center for conceptual architecture and planning services to develop the Specific Plan for the North Hemet project area. Services also included preparing and processing an Environmental Impact Report (EIR) necessary for the Specific Plan.

Due to extended review time frames with the City which prompted additional traffic studies and specific revisions to the Specific Plan based on new direction from City staff, the Planning Center is requesting a one year extension and an additional \$41,348 needed to complete the EIR and Specific Plan. Additional funding will be utilized towards additional work on the Specific Plan, joint study sessions/public hearings, document revisions and reproduction, mileage and filing fees. In order to complete the process and assist the County to fulfill its housing objectives, staff recommends that the Board approve the First Amendment to Professional Services Agreement to amend the contract amount to \$391,348 and to provide for a one year extension ending December 31, 2013.

County Counsel has reviewed and approved as to form the attached First Amendment to Professional Services Agreement. Staff recommends that the Board of Commissioners approve the First Amendment to Professional Services Agreement.

**FINANCIAL DATA:**

All the costs related to the project will be fully funded with Redevelopment Low and Moderate Income Housing Funds which have been allocated and approved on the Recognized Obligation Payment Schedule for the period of January 2013 to June 2013 (ROPS III).

Attachment: First Amendment to Professional Services Agreement

1 **FIRST AMENDMENT TO**  
2 **PROFESSIONAL SERVICES AGREEMENT**

3 This First Amendment to Professional Services Agreement ("First Amendment")  
4 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the  
5 HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE ("AUTHORITY"), a public  
6 body, corporate and politic of the State of California and successor in interest to the  
7 Redevelopment Agency for the County of Riverside ("RDA"), and THE PLANNING  
8 CENTER ("CONSULTANT"). AUTHORITY and CONSULTANT are collectively  
9 referred to as the "Parties".

10 Capitalized terms not defined herein shall have the meaning ascribed to them in  
11 that certain Professional Services Agreement (the "Service Agreement"), dated  
12 September 15, 2009, prior to the enactment of ABx1 26, the Assembly Bill dissolving  
13 redevelopment agencies that was signed by Governor Brown as of June 29, 2011.

14 WITNESSETH:

15 WHEREAS, RDA and CONSULTANT entered into the Service Agreement for  
16 \$350,000 to provide conceptual architecture and planning services to develop the  
17 Specific Plan for the North Hemet project area, which area is comprised of 37 parcels  
18 within 28.6 acres and located north of downtown Hemet, bounded by State Street to  
19 the east, Hemet Vistas Apartments to the north, Oakland Avenue to the south, and  
20 Alessandro Street to the west; and

21 WHEREAS, planning services includes the preparation and processing of an  
22 Environmental Impact Report (EIR) necessary for the approval of the Specific Plan;  
23 and

24 WHEREAS, on June 28, 2011, Governor Brown signed ABX1 26, the bill to  
25 dissolve redevelopment agencies throughout the State of California, and ABX1 27, the  
26 companion bill to allow redevelopment agencies to continue activities after making  
27 payment to the State; and

28 WHEREAS, on December 29, 2011, the California Supreme Court announced

1 its decision to uphold ABX1 26 and strike down ABX1 27, thus eliminating  
2 redevelopment agencies; and

3 WHEREAS, ABX1 26 is codified in the California Health and Safety Code; and

4 WHEREAS, Resolution No. 2012-035, adopted by the County of Riverside  
5 Board of Supervisors on January 10, 2012 and Resolution No. 2012-001, adopted by  
6 the County of Riverside Board of Commissioners on January 10, 2012, deems  
7 AUTHORITY with the responsibility of performing housing functions previously  
8 performed by RDA including all rights, powers, assets, liabilities, duties and  
9 obligations associated with the housing activities of the RDA; and

10 WHEREAS, on February 1, 2012, California redevelopment agencies were  
11 dissolved including RDA; and

12 WHEREAS, AUTHORITY has resumed the housing activities of RDA; and

13 WHEREAS, AB 1484, an act amending ABx1 26, was enacted by the legislature  
14 and signed by the governor on June 27, 2012; and

15 WHEREAS, due to extended review time frames with the City which prompted  
16 additional traffic studies and specific revisions to the Specific Plan based on new  
17 direction from City staff, CONSULTANT requested a one year extension and an  
18 additional \$41,348 to complete the EIR and the Specific Plan; and

19 WHEREAS, the Parties wish to amend and increase the Services Agreement  
20 amount from \$350,000 to \$391,348 and extend the term one year with a ending date  
21 of December 31, 2013.

22 NOW, THEREFORE, in consideration of the foregoing, and the promises and  
23 mutual covenants and conditions hereinafter set forth, the Parties do hereby agree as  
24 follows:

- 25 1. The total amount of compensation paid to CONSULTANT under the Service  
26 Agreement shall be amended from \$350,000 to \$391,348.
- 27 2. The Cost Estimate in Exhibit B of the Service Agreement is amended by  
28 deleting it in its entirety and replacing it with the Cost Estimate which is

1 attached hereto and by this reference incorporated herein as Exhibit A.

2 3. The term of the Service Agreement shall be amended to continue in effect  
3 through December 31, 2013.

4 4. This First Amendment and the Service Agreement set forth and contain the  
5 entire understanding and agreement of the parties hereto. There are no oral or  
6 written representations, understandings, or ancillary covenants, undertakings or  
7 agreements, which are not contained or expressly referred to within this First  
8 Amendment and the Service Agreement.

9 5. All other terms and conditions of the Service Agreement remain unmodified and  
10 in full force and effect.

11 6. This First Amendment may be signed by the different parties hereto in  
12 counterparts, each of which shall be an original, but all of which together shall  
13 constitute one and the same agreement.

14 7. The effective date of this First Amendment is the date the parties execute this  
15 First Amendment. If the parties execute this First Amendment on more than one  
16 date, then the last date this First Amendment is executed by a party shall be the  
17 Effective Date.

18 8. This First Amendment is not binding until approved by the Board of  
19 Commissioners.

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1 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of  
2 the date first above written.


3 AUTHORITY:

CONSULTANT:

4 HOUSING AUTHORITY OF THE  
5 COUNTY OF RIVERSIDE

THE PLANNING CENTER

6 By: \_\_\_\_\_  
7 JOHN F. TAVAGLIONE, Chairman  
8 Board of Commissioners

By:   
KAREN GULLEY, Principal  
Keith McCann, CEO

9 APPROVED AS TO FORM:

10 PAMELA J. WALLS  
11 County Counsel

12 By: \_\_\_\_\_  
13 ANITA C. WILLIS, Principal Deputy

14 ATTEST:  
15 KECIA HARPER-IHEM  
16 Clerk of the Board

17 By \_\_\_\_\_  
18 Deputy

1 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of  
2 the date first above written.

3 AUTHORITY:

CONSULTANT:

4 HOUSING AUTHORITY OF THE  
5 COUNTY OF RIVERSIDE

THE PLANNING CENTER

6 By: \_\_\_\_\_  
7 JOHN F. TAVAGLIONE, Chairman  
8 Board of Commissioners

By: \_\_\_\_\_  
KEITH McCAN, CEO

9  
10  
11 APPROVED AS TO FORM:

12 PAMELA J. WALLS  
13 County Counsel

14  
15 By:   
ANITA C. WILLIS, Principal Deputy

16  
17 ATTEST:  
18 KECIA HARPER-IHEM  
19 Clerk of the Board

20 By \_\_\_\_\_  
21 Deputy

# Exhibit A

<i>Table 2</i> COST ESTIMATE WITH FIRST AMENDMENT SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT		
<b>Task</b>	<b>Original Cost</b>	<b>Amendment</b>
<b>Task 1 Specific Plan</b>		
Task 1.1 Kick-off/Coordination Meetings	\$17,380	
Task 1.2 Due Diligence	7,000	
Task 1.3 Land Use Plan Refinement	12,000	
Task 1.4 Developer and Stakeholder Outreach	10,000	
Task 1.5 Project Description	11,000	
Task 1.6 Specific Plan	37,000	\$9,500
Task 1.7 Joint Study Session/Public Hearings	5,908	2,500
Task 1.8 Project Management – Specific Plan	8,000	
Total Specific Plan	\$108,734	\$12,000
<b>Task 2 Environmental Analysis - EIR</b>		
Task 2.1 Initial Study/NOP	\$13,650	
Task 2.2 Screencheck EIR	59,740	
Task 2.3 Draft EIR	14,610	
Task 2.4 Final EIR/Finding/MMP/NOD	12,440	
Task 2.5 Meetings/Public Hearings	9,620	
Task 2.6 Project Management - Environmental	11,160	
Total Environmental	\$121,220	
<b>Subconsultants<sup>1</sup></b>		
San Buenaventura Research Associates	\$7,875	
Urban Crossroads	49,417	
J.L.C. engineering & Consulting	38,363	
GeoTek	10,035	
Total Subconsultants	\$105,690	
<b>Reimbursables</b>		
Specific Plan document reproduction	\$3,316	\$8,848
Environmental document reproduction	6,000	15,000
Postage/Photos/Mileage	2,668	500
County Filing Fees/CDFG Fee	2,818	5,000
Total Reimbursables with 12.5% Markup	\$14,802	\$29,348
Contingency	\$0	
<b>Total</b>	<b>\$350,000</b>	<b>\$41,348</b>