

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

524



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:

March 26, 2015

SUBJECT: Revenue Reimbursement Agreement By and Between the County of Riverside and Big League Dreams Jurupa, LLC for the Sports Park Improvements Project, Jurupa, District 2, [\$79,000], 100% EDA Lease Revenue, CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and General Rule Exemption Section 15061, based on the findings and conclusion incorporated in the staff report;
2. Approve the Revenue Reimbursement Agreement, authorizing funds for the improvements at Big League Dreams (BLD) Sports Park in Jurupa in the amount of \$79,000; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days.

BACKGROUND:

Summary (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 79,000	\$ 0	\$ 79,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% EDA Lease Revenue

Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 3/27/15
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGLUO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3-17 of 1/7/2014

District: 2

Agenda Number:

3-16

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

Economic Development Agency/Facilities Management

FORM 11: Revenue Reimbursement Agreement By and Between the County of Riverside and Big League Dreams Jurupa, LLC for the Sports Park Improvement Project, Jurupa, District 2, [\$79,000], 100% EDA Lease Revenue, CEQA Exempt

DATE: March 26, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

On January 7, 2014 the Board of Supervisors approved a First Amendment to the Sports Park Sublease Agreement. The First Amendment permitted the Sports Park legal description be updated, extended the term of the sub lease; and amended a portion of revenue rents paid to the County to distribute one tenth of ten percent of the revenue rent to County, to be deposited into a capital improvement account to secure a reserve account for BLD for future capital renewal projects and major repairs to the ball park fields.

Currently certain project improvements to the Jurupa Sports Park and playing fields are required. These improvements include the installation of four new sun shades on four minor league playing fields and leveling of two new youth fields. The reserve account has not yet accrued sufficient funds to pay for the completion of the required project improvements. The purpose of the Reimbursement Agreement is to provide reimbursement to BLD for the costs of the improvements in the amount of \$79,000.00.

Pursuant to the terms of the Revenue Reimbursement Agreement, County has agreed to reimburse BLD upon completion of the improvement project and submittal of the invoice and itemized documentation to verify reimbursable expenditures by BLD. The invoice shall be received by the County within three months of completion of the project. Upon receipt of the itemized reimbursable expenditure invoice County shall reimburse BLD for the actual cost of the improvements in an amount not to exceed \$79,000.00, which shall constitute the full and complete financial obligation of the County, regardless of actual cost to BLD.

This Revenue Reimbursement Agreement is summarized below:

Lessee:	Big League Dreams Jurupa, LLC 16339 Fairfield Ranch Road Chino Hills, CA 91709
Premises Location:	Big League Dreams Jurupa, LLC Sports Park 10550 Cantu-Galleano Ranch Road Jurupa, CA 91752
Revenue Rent:	Nine percent of gross revenues
Reserve Account:	One tenth percent of gross revenues
Project Improvement Reimbursement Amount:	\$79,000.00
Reimbursement Terms:	County shall reimburse BLD, upon completion of the improvement project and submittal of itemized documentation to verify reimbursable expenditures by BLD.
Reimbursement Terms:	The invoice shall be received by the County within three (3) months of completion of the project. Upon receipt of the itemized reimbursable expenditure invoice, County shall issue a warrant to BLD for the reimbursable amounts requested, not exceed seventy-nine thousand dollars, within 45 days, or as soon as a warrant can be issued

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Facilities Management
FORM 11: Revenue Reimbursement Agreement By and Between the County of Riverside and Big
League Dreams Jurupa, LLC for the Sports Park Improvement Project, Jurupa, District 2, [\$79,000], 100%
EDA Lease Revenue, CEQA Exempt
DATE: March 26, 2015
PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Custodial:	None
Maintenance:	BLD
RCIT:	None

The attached Reimbursement Agreement has been approved by County Counsel as to form.

Impact on Citizens and Businesses

The improvements to the Sports Park playing fields will significantly improve the overall aesthetics of the Jurupa Sports Park by becoming a more desirable recreational destination for sport teams and customers alike. The improvements will also encourage promoters to book and contract the Jurupa ballpark for ongoing softball tournaments. In addition, the improvements to the Sports Park will provide a positive economic impact to local residents and businesses within the community.

Contract History and Price Reasonableness

This is a Revenue Reimbursement Agreement between BLD and County. Both parties will benefit from the improvement project.

Attachments:

Exhibit A
Reimbursement Agreement
Notice of Exemption

Exhibit A

FY 2014/15

Revenue Reimbursement Agreement

Big League Dreams Jurupa Sports Park, 10550 Cantu-Galleano Ranch Rd, Jurupa CA

<u>Revenue Reimbursement Amount:</u>	\$ 79,000.00
Actual Amount to be Reimbursed to Big League Dreams	\$ 79,000.00
Total Reimbursement Improvement Cost for FY 2014/15	\$ 79,000.00
TOTAL ESTIMATED COST FOR FY 2014/15	\$ 79,000.00

1 is to set forth the terms and conditions by which COUNTY will reimburse BLD for BLD's
2 actual design and construction of the Improvement Project. Costs associated with the
3 construction of the Improvement Project will be subject to this Agreement.

4 **SECTION 2. Location of the Improvement Project.** The Improvement
5 Project is located within the Jurupa Valley Sports Park area located on APN 159-020-
6 010 in the City of Jurupa Valley, as more specifically detailed in Exhibit A, which is
7 attached hereto and incorporated by reference.

8 **SECTION 3. Scope of Work.** The work to be performed by the BLD
9 includes (a) the installation of four (4) sun shades on four (4) minor league playing
10 fields, and (b) the leveling of two (2) new youth fields, as outlined in Exhibit B, which is
11 attached hereto and incorporated by reference. BLD shall contract the vendors to
12 complete the Improvement Project. BLD shall submit a detailed plan, including a
13 scope of work, of the Improvement Project to the COUNTY for review and approval
14 prior to commencement of the project. COUNTY shall review the scope of work to be
15 performed. Approval of the Improvement Project shall not be unreasonably withheld.

16 **SECTION 4. Payment.** COUNTY shall reimburse BLD for the actual
17 cost of the improvements in an amount not to exceed Seventy-Nine Thousand Dollars
18 (\$79,000), which shall constitute the full and complete financial obligation of the
19 COUNTY, regardless of actual cost to BLD.

20 BLD shall invoice COUNTY upon completion of the Improvement Project and
21 submit itemized documentation to verify reimbursable expenditures by BLD. The
22 invoice shall be received by the COUNTY within three (3) months of completion of the
23 project. Upon receipt of the itemized reimbursable expenditure invoice, COUNTY shall
24 issue a warrant to BLD for the reimbursable amounts requested, not to exceed
25 seventy-nine thousand dollars, within 45 days, or as soon as warrant can be issued.

26 **SECTION 5. Permits.** BLD agrees to obtain, secure or cause to be
27 secured any and all permits and/or clearances which may be required by the COUNTY,
28 City of Jurupa Valley or any other federal, state or local governmental or regulatory

1 agency relating to the Improvement Project.

2 **SECTION 6. Principal Contact Persons.** The following individuals are
3 hereby designated to be the principal contact persons for their respective parties:

4 **COUNTY:** County of Riverside
5 Robert Field, Assistant County Executive Officer/EDA
6 3403 10th Street, Suite 300, Riverside, CA 92501
7 (951) 955-4860

8 **BLD:** Scott Parks LeTellier
9 Big League Dreams Jurupa, LLC
10 16339 Fairfield Ranch Road
11 Chino Hills, CA 91709
12 (310) 544-2272

13 **SECTION 7. Conflict of Interest.** No member, official or employee of
14 COUNTY or BLD shall have any personal interest, direct or indirect, in this Agreement
15 nor shall any such member, official or employee participate in any decision relating to
16 this Agreement, which affects his or her personal interests or the interests of any
17 corporation, partnership or association in which he or she is directly or indirectly
18 interested.

19 **SECTION 8. Interpretation and Governing Law.** This Agreement and
20 any dispute arising there under shall be governed and interpreted in accordance with
21 the laws of the State of California. This Agreement shall be construed as a whole
22 according to its fair language and common meaning to achieve the objectives and
23 purposes of the Parties hereto; and the rule of construction to the effect that
24 ambiguities are to be resolved against the drafting party shall not be employed in
25 interpreting this Agreement. All parties have been represented by counsel in the
26 negotiation and preparation hereof.

27 **SECTION 9. No Third Party Beneficiaries.** This Agreement is made
28 and entered into for the sole protection and benefit of the Parties hereto. No other
person or entity shall have any right of action based upon the provisions of this
Agreement.

SECTION 10. Indemnification. BLD shall indemnify and hold

1 COUNTY, its officers, agents, or employees free and harmless from any person or
2 entity not a party to this Agreement from any damage, loss or injury to person and/or
3 property, related to or arising out of the acts or negligence of BLD, its elected officials,
4 officers, directors, affiliates, agents or employees in the execution or implementation of
5 this Agreement, including any injury or harm arising out of the Project Improvements.

6 **SECTION 11. Insurance.** BLD shall cause BLD's Contractor/Consultant
7 to maintain in force, until completion and acceptance of the Improvement Project, a
8 policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
9 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit
10 coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000
11 minimum. Endorsements to each policy shall be required, which name the COUNTY,
12 its officers, directors, officials, agents, and employees as additionally insured.
13 COUNTY shall also require BLD's contractors and consultants to maintain Workers'
14 Compensation Insurance. BLD shall provide Certificates of Insurance and Additional
15 Insured Endorsements, which meet the requirements of this section to the COUNTY.

16 **SECTION 12. Section Headings.** The section headings are for
17 convenience only and shall not be deemed to govern, limit, modify or in any manner
18 affect the scope, meaning or intent of the provisions or language of this Agreement.

19 **SECTION 13. Time Limit.** BLD's licensed contractors shall complete the
20 work that is the subject of this Agreement within a period of twelve (12) months after
21 the date of execution of this Agreement. In the event the twelve (12) month period
22 expires prior to the completion of the work, the terms of this Agreement may be
23 extended upon written consent of Parties. Nothing in this section shall be deemed a
24 waiver of any or all claims or other actions by either party in regard to any breach of
25 this Agreement.

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IN WITNESS WHEREOF, COUNTY and BLD have executed this Revenue Reimbursement Agreement as of the date first above written.

County of Riverside:

Big League Dreams Jurupa, LLC

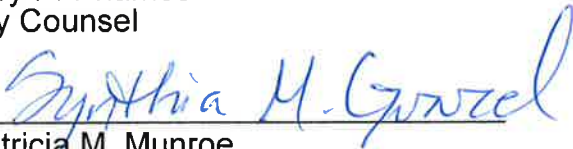
By: _____
Marion Ashley, Chairman
Board of Supervisors

By:  _____
Scott Parks LeTellier,
Chief Executive Officer

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

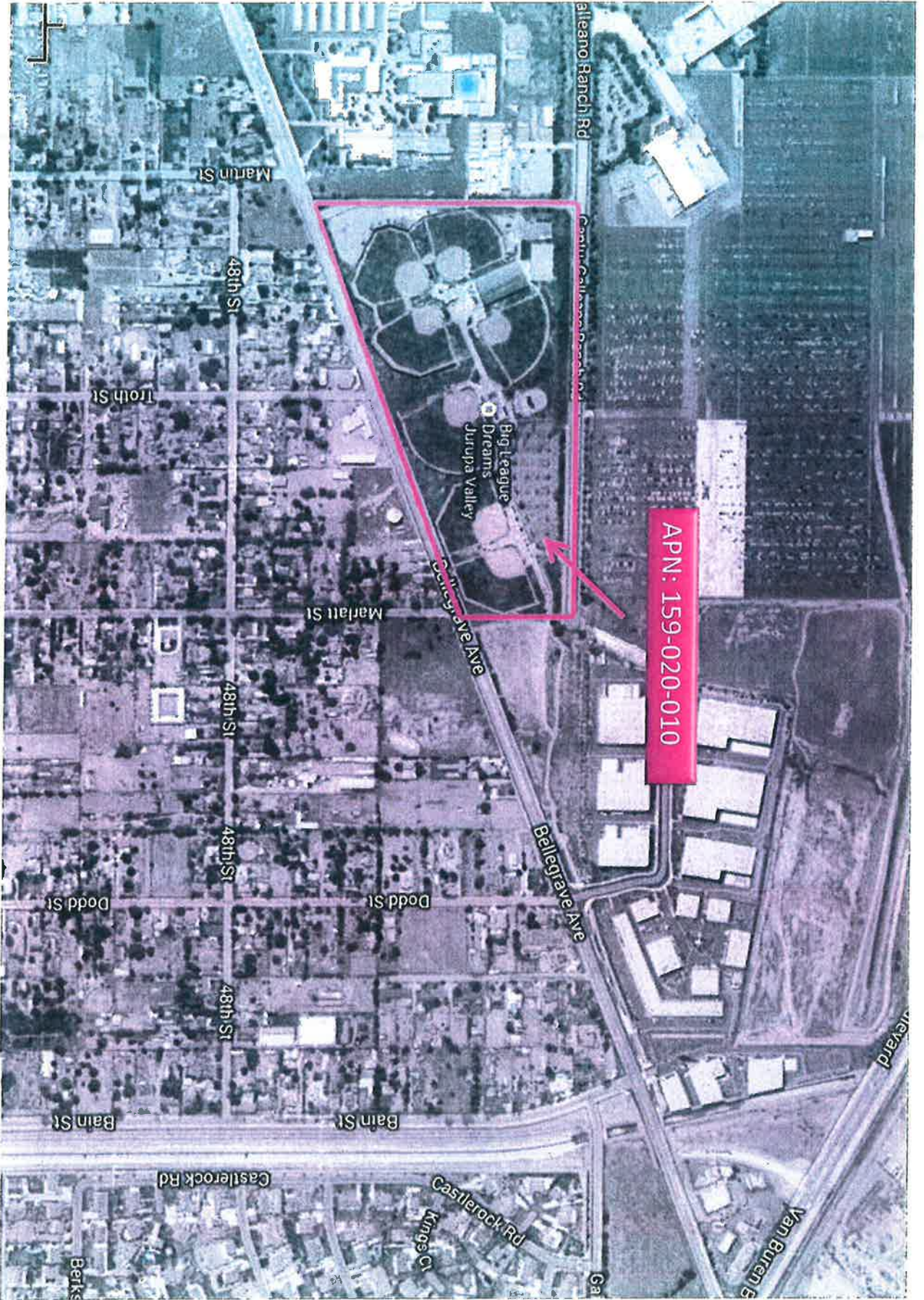
By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Patricia M. Munroe
Deputy County Counsel

SYNTHIA M. GUNZEL

Exhibit A



1 **EXHIBIT B**

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3 **SCOPE OF WORK**

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5 **Project description:** The work to be performed by BLD includes design
6 services, from Licensed Contractors through preparation of the PROJECT for bidding,
7 for the installation of four (4) sun shades on four (4) minor league fields and field
8 leveling of two (2) new youth fields.

9

10 BLD will oversee and/or perform the following tasks:

- 11 1. The installation of four sun shades estimated cost provided by BLD is estimated
12 at fifty-four thousand dollars (\$54,000.00) on four minor league fields.
- 13 2. The field leveling of the two new youth fields as estimated by BLD is twenty-five
14 thousand dollars (\$25,000.00).

15 * Construction and construction-related services are not a part of this AGREEMENT. County
16 is not obligated to cover any overages on this Improvement Project, only those funds specified
17 in Section 4 of this Reimbursement Agreement shall be made payable to BLD.

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NOTICE OF EXEMPTION

January 15, 2015

Project Name: County of Riverside, Revenue Reimbursement Agreement for Big League Dreams

Project Number: FM047372000300

Project Location: 10550 Cantu-Galleano Ranch Road, Jurupa Valley, CA 91752;
Assessor Parcel Number 159-020-010 (see attached exhibit)

Description of Project: On January 7, 2014 the Board of Supervisors approved minute order 3-17, First Amendment to Sports Park Sublease (First Amendment) between the County of Riverside and Big League Dreams Jurupa, LLC (BLD), for the premises improvements at 10550 Cantu-Galleano Ranch Road in the city of Jurupa Valley (Jurupa Valley Sports Park). The First Amendment updated the legal description, extended the term of the sub lease, and amended a portion of revenue rents paid to the County of Riverside (County) into a capital improvement account to secure a reserve account for future capital renewal projects and repairs to the ball park fields. BLD now wishes to perform project improvements to the Jurupa Valley Sports Park and playing fields. The project is the approval of the Reimbursement Agreement which allows for the installation of four (4) new sun shades on existing bleachers on four minor league playing fields, and the leveling two (2) new youth fields, which BLD has estimated at approximately seventy-nine thousand dollars (\$79,000). The Reimbursement Agreement also requires that BLD obtain and secure any and all permits and/or clearances which may be required by the County or any other federal, state or local governmental or regulatory agency relating to the improvements. County has agreed to reimburse BLD upon completion of the improvement project and submittal of the itemized documentation to verify reimbursable expenditures by BLD in an amount not to exceed \$79,000.

The improvements will help make the project a more desirable recreational destination by providing sun shades and providing comfort and safety for customers and sports teams by leveling the two new youth fields. The operation of the site will continue to operate as recreational purposes and will not result in a substantial new use of the site or an increase in the intensity of the use of the site. While some construction would occur, any construction impacts would be minimal and once operational, no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Big League Dreams Jurupa, LLC.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Workforce Development

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Reimbursement Agreement's primary function is to allow for the project improvements and maintenance of the park fields. The project only involves the reimbursement for minor improvements within the existing area and meets the primary objective to improve the Big League Dreams Jurupa Valley Sports Park. Further, the improvements themselves only involve the addition of sun shades and the leveling of the sports fields. The project will not have a physical effect on the environment and is not anticipated to result in any significant physical environmental impacts. The existing facility is in an existing developed area, with no vacant or raw land that would be impacted by the Project.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the physical improvements and maintenance of an existing sports park. As previously discussed, the improvements focus on leveling the playing fields and the addition of four sun shades. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. The physical improvements will not increase or expand the use of the site and the improvements themselves are only minor in scale and intensity. Therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The physical improvements consisting of the leveling of the playing field and the addition of four sun shades to an already existing sports park will not have a direct or indirect physical impact on the environment. The sports park will continue to operate in a similar manner and the improvements will not significantly increase the capacity of the playing fields, resulting in any traffic, noise, or air quality impacts. Operational impacts would remain the same as they currently exist. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 1/15/15

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency



APN 159-020-010

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Revenue Reimbursement Agreement for Big League Dreams

Accounting String: 524830-47220-7200400000- FM047372000300

DATE: January 15, 2015

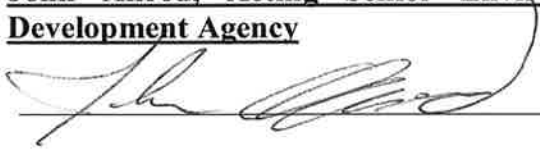
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:



PRESENTED BY: Cindy Campos, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: January 15, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project # FM047372000300
Revenue Reimbursement Agreement for Big League Dreams - 10550 Cantu-Galleano Ranch Road,
Jurupa Valley, CA 91752
Assessor Parcel Number: 159-020-010

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file