

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



106

FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:

May 31, 2012

SUBJECT: Mecca Boys and Girls Club

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the first amendment to the agreement between the Successor Agency and Holt Architects for professional services, including design and construction documents for the Mecca Boys and Girls Club Project;
2. Authorize the Chairman of the Board to execute the attached First amendment to the agreement between Holt Architects and the County of Riverside in the amount of \$37,639; and
3. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 37,639	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

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Desert Communities Redevelopment Project Area Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 12, 2012
xc: RDA, EDA, CIP, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 4.6 of 12/5/06 | District: 4/4 | Agenda Number: **4.2**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 5/29/12
 SAMUEL WONG
 Departmental Controller

FORM APPROVED COUNTY COUNSEL
 5/9/12
 MARSHAL L. VICTOR

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

Successor Agency to the Redevelopment Agency
Mecca Boys and Girls Club
May 31, 2012
Page 2

BACKGROUND:

On December 5, 2006, the Board of Directors approved and executed an agreement with Holt Architects for professional services, including design and construction documents for the Mecca Boys and Girls Club Project.

This First Amendment to the Agreement represents the need for additional professional architectural services that will include legal descriptions and exhibits required for the creation of a legal lot for the project site and to provide additional services to close-out the project including final inspections for the Mecca Boys and Girls Club project site.

The original agreement with Holt Architects is an enforceable obligation as it was awarded on December 5, 2006, a date prior to the enactment of ABx1 26, the Assembly bill regarding redevelopment that were signed by Governor Brown on June 29, 2011, enacted by the California Legislature. The Agency obligated itself to cooperate with the consultant as appropriate to facilitate, without undue delay, the work to be performed under the construction agreement for the Mecca Boys and Girls Club Project, including but not limited to, construction inspection and administration as needed. The project budget, including sufficient contingency amounts to cover this amendment, was reflected on the Initial Recognized Obligation Payment Schedule (IROPS)

Agency Counsel has reviewed the attached First Amendment to the agreement and approved it as to form, and staff recommends that the Board of Supervisors approve the recommended motions.

Attachments:

- First Amendment to the Agreement with Holt Architects

1 **FIRST AMENDMENT TO THE ARCHITECTURAL SERVICES AGREEMENT**
2 **WITH HOLT ARCHTECTS FOR MECCA BOYS AND GIRLS CLUB**

3 **THIS FIRST AMENDMENT TO THE ARCHITECTURAL SERVICES**
4 **AGREEMENT** for the Mecca Boys and Girls Club ("First Amendment") is made and
5 entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the
6 State of California acting in its capacity as Successor Agency to the Redevelopment
7 Agency for the County of Riverside, herein referred to as "COUNTY," and Holt
8 Architects, a Professional Corporation under the laws of the State of California, herein
9 referred to as "ARCHITECT," and is effective January 19, 2009.

10 **RECITALS**

11 **WHEREAS**, COUNTY is the successor in interest to the Redevelopment Agency
12 for the County of Riverside pursuant to the provisions of Section 34173 of the California
13 Health and Safety Code, acting in its capacity as Successor Agency;

14 **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former
15 RDA) was a redevelopment agency duly created, established and authorized to transact
16 business and exercise its powers, all under and pursuant to the provisions of the
17 Community Redevelopment Law which is Part 1 of Division 24 of the California Health
18 and Safety Code (commencing with Section 33000 et seq.); the Former RDA was
19 terminated as of February 2, 2012 pursuant to Section 34172;

20 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance
21 No. 638, on December 23, 1986, a redevelopment plan for an area within the County
22 identified as the Desert Communities Project Area (DCPA), Mecca Sub Area
23 (hereinafter the "PROJECT AREA");

24 **WHEREAS**, the DCPA Redevelopment Plan (hereinafter "PLAN") was adopted in
25 order to eliminate blight and revitalize the substandard physical and economic
26 conditions that exist within the PROJECT AREA;

27 **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,
28 the COUNTY is authorized to make and execute contracts and other instruments

4.2 JUN 12 2012

1 necessary or convenient in compliance with the Enforceable Obligation Payment
2 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule
3 (ROPS) as adopted by the COUNTY and the Oversight Board;

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

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

12 **WHEREAS**, the Former RDA entered into an Architectural Services Agreement
13 with the ARCHITECT to provide professional services, including design and
14 construction documents for the Mecca Boys and Girls Project;

15 **WHEREAS**, the COUNTY has determined that the scope of services in the
16 Original Agreement requires amendment to additional services;

17 **WHEREAS**, the COUNTY and ARCHITECT desire to amend the original scope
18 of work to include legal descriptions and exhibits required for the creation of a legal lot
19 for the project site, and to provide additional services to close out the Project, including
20 final inspections, all as described in Exhibit 'A-1';

21 **WHEREAS**, ARCHITECT shall perform the services described in Exhibit 'A-1' of
22 the First Amendment through project completion unless the work program is altered by
23 written amendments pursuant to the provisions in Section III of the Original Agreement;

24 **WHEREAS**, the ARCHITECT and has agreed to provide such additional services
25 to COUNTY for the additional amount of Thirty Seven Thousand, Six Hundred Thirty
26 Eight Dollars and Thirty-Three Cents (\$37,638.33);
27
28

1 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein
2 and providing that all other sections not amended remain intact, the parties hereto
3 agree as follows:

4 I. Section II of the Original Agreement is hereby amended to add the following
5 sentence:

6 SCOPE OF WORK. ARCHITECT shall provide the additional professional
7 services, which are described in Exhibit "A-1" to this Agreement, attached hereto
8 and incorporated herein by this reference, and consisting of two (2) pages.

9 II. Section III of the Original Agreement is hereby amended by modifying the
10 introductory sentence to read as follows:

11 Architect shall render the following services and related services as listed in
12 Exhibit "A-1".

13 III. Section IV subparagraph A.1. of the Original Agreement is hereby amended to
14 read as follows:

15 A.1. DETERMINATION OF AMOUNT. For the services hereinabove required,
16 and pursuant to the First Amendment to this Agreement, COUNTY shall pay to
17 ARCHITECT in the manner hereafter provided, a fee of Eight Hundred Sixty-
18 Three Thousand Seven Hundred Thirty-Eight dollars and Thirty-three cents
19 (\$863,738.33), and shall be paid as provided in paragraph IV, C, Payment.

20 IV. Section XI. of the Original Agreement is hereby amended by adding the
21 following subsection:

22 L. Time for Performance. The ARCHITECT agrees that it will diligently and
23 responsibly pursue the performance of the services required of it pursuant to this
24 Agreement and will complete the specified services no later than January 31,
25 2012."

26 //
27 //
28 //

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this First Amendment on

3 6-12-12

4 (To be filled in by Clerk of the Board)

5
6 **COUNTY OF RIVERSIDE AS
SUCCESSOR AGENCY**

7 
8
9 **John Tavaglione**
Board of Supervisors

HOLT ARCHITECTS

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11
12 **Timothy M. Holt, AIA, President**

13 **APPROVED AS TO FORM:**

14 Pamela J. Walls
15 County Counsel

16 
17 Deputy

18 **ATTEST:**

19 Kecia Harper-Ihem
20 Clerk of the Board

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22 Deputy

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4.2

JUN 12 2012

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EXHIBIT A-1
SCOPE OF SERVICES
MECCA BOYS AND GIRLS CLUB
PROJECT CLOSE-OUT

Description – The Mecca Boys and Girls Club currently under construction requires professional architectural services to close-out the project, including final inspections.

Services to be provided by Holt Architects include:

1. Close-out coordination, including final inspections and preparation of construction documents.
2. Punch list and final site inspection.
3. Provision of record drawings for the project.

Total not to exceed \$33,638.33