

536



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

**FROM:** TLMA – Planning Department

**SUBMITTAL DATE:**  
April 11, 2012

**SUBJECT:** Amendment to the Professional Services Agreement between the Riverside County Transportation Land Management Agency – Planning Department and RBF Consulting concerning the Wine Country Community Plan

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

- 1) Approve and direct the Chairman of the Board to sign and execute Amendment No. 1 to the Professional Services Agreement between the Riverside County Transportation Land Management Agency – Planning Department and RBF Consulting, (Attachment A), at a cost not to exceed \$42,000; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement; and
- 3) Direct the Planning Director to administer the contract.

(Continued on Page 2)

Initials:  
CSL: kl

Carolyn Syms Luna, Director  
Frank Coyle

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 42,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

<b>SOURCE OF FUNDS:</b> Western Riverside County Regional Multipurpose Trail Facilities Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

## MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster 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: April 24, 2012  
 xc: Planning, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 05/10/11 Item 3.3;

District:  
3/3

Agenda Number

3.32

FORM APPROVED COUNTY COUNSEL  
BY:   
KARIN L. WATTS-BAZAN  
4/18/12  
Departmental Concurrence

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

RE: Amendment to the Professional Services Agreement between the Riverside County Transportation Land Management Agency – Planning Department and RBF Consulting concerning the Wine Country Community Plan  
Page 2

**BACKGROUND (Continued)**

On May 10, 2011, as Item No. 3.3, the Board approved a Professional Services Agreement (PSA) with RBF Consulting to assist the Planning Department with the preparation of a program Environmental Impact Report (EIR No. 524) necessary for the adoption of the Wine Country Community Plan.

This Agreement authorized RBF Consulting to assist County staff and consultants in preparation of the EIR and its adoption. As a result, an Administrative Draft EIR was completed in September of 2011, and subsequently, a Draft EIR Notice of Completion was issued in December of 2011. At the completion of the 60-day Draft EIR public review and comment period, the County has received 32 comment letters. Due to the current schedule of the General Plan Update EIR, RBF Consulting was required to prepare Administrative Draft EIR No. 524 and a substantially greater work-effort was necessary to ensure adoption of the Wine Country Community Plan in a reasonable timeframe. In addition, RBF Consulting will be required to provide additional work to accommodate for some of the recent discussions on infrastructure (sewer, road, trails etc.) financing in the EIR. It is essential to complete Final EIR No. 524 as well as to allow their participation in the public hearings process for this much anticipated Community Plan.

It is expected that the public hearings will begin at Planning Commission in June of 2012, and subsequently, the Wine Country Community Plan and Final EIR No. 524 will be considered by the Board for its adoption shortly thereafter. During this time, RBF will assist County staff in the preparation of the responses to comments, the CEQA Findings, a Statement of Overriding Considerations, and a Notice of Determination.

The PSA approved by the Board on May 10, 2011, was at a cost not to exceed \$229,346. This amount has been expended for work related to the Administrative Draft EIR and Draft EIR preparation. Staff is requesting that the Board approve Amendment No. 1 to the PSA between Riverside County Transportation Land Management Agency – Planning Department and RBF Consulting increasing the total cost of the Agreement by \$42,000 for an amount not to exceed \$271,346.

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**COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO  
AGREEMENT WITH RBF CONSULTING**

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**AGREEMENT:** TLARC – 92652-001-06/12

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**CONTRACTOR:** RBF CONSULTING

**AGREEMENT TERM:** JULY 01, 2012 THROUGH JUNE 30, 2013

**EFFECTIVE DATE:** JULY 01, 2012

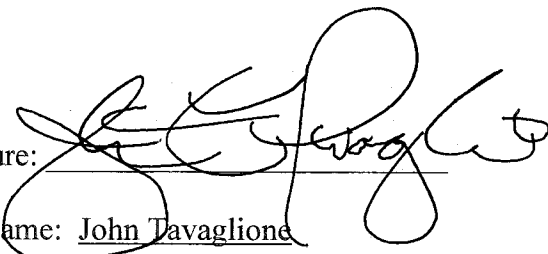
The Agreement between THE COUNTY OF RIVERSIDE, on behalf of the Transportation Land Management Agency, Planning Department, (herein referred to as "COUNTY"), and RBF Consulting, doing business at 40810 County Center Drive, Suite 100, Temecula, CA 92591 (herein referred to as "CONTRACTOR"), entered into and effective on May 10, 2011 is amended in the following particulars and no others:

1. **On Page 3, Section 1, Item 1.1, Description of Services,** CONTRACTOR shall provide all services as outlined and specified in Exhibit A-1, Scope of Services, consisting of three (3) pages at the prices stated in Exhibit B-1, Payment Provisions, consisting of one (1) page, which are hereby attached and incorporated herein by this reference. These Exhibits have been revised pursuant to Amendment No. 1.
2. **On Page 3, Section 3 Item 2.1 Period of Performance,** This Agreement shall be effective on the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date ("Effective Date"). This Agreement shall be in full force and effect from the Effective Date through June 30, 2013, with the option to renew for one (1) additional year, renewable in one year increments by written amendment in accordance with Section 23.12 of this Agreement, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

1           **3. On Page 3, Section 3 Item 3.1 Compensation,** The COUNTY shall pay the  
2 CONTRACTOR for services performed, products provided and expenses incurred in  
3 accordance with the terms of Exhibit B-1, Payment Provisions. Maximum payments by  
4 COUNTY to CONTRACTOR shall not exceed Two Hundred Seventy One Thousand  
5 Three Hundred Forty Six Dollars (\$271,346) including all expenses. The COUNTY is  
6 not responsible for any fees or costs incurred above or beyond the contracted amount and  
7 shall have no obligation to purchase any specified amount of services or products.  
8 Unless otherwise specifically stated in Exhibit B-1, COUNTY shall not be responsible  
9 for payment of any of CONTRACTOR's expenses related to this Agreement.

10 The undersigned, as authorized representatives of the COUNTY and the CONTRACTOR,  
11 respectively, agree to the establishment of this Amendment No. 1 to the Agreement.

12 **COUNTY:**

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15 Signature: 

16 Print Name: John Davaglione

17 Title: Chairman of the Board of Supervisors

18 Date: \_\_\_\_\_

19 **ATTEST:**

20 **KECIA HARPER-IHEM, Clerk**

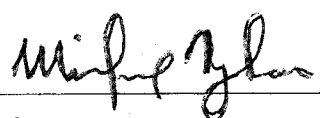
21 By   
DEPUTY

22 Approved as to Form:

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24 By: Principal Deputy County Counsel

25 Date: 4/19/12

12 **CONTRACTOR:**

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15 Signature: 

16 Print Name: MICHAEL A. TYLMAN  
~~Kevin Thomas, CEP~~

17 Title: SR VICE PRESIDENT  
Environmental Services Manager

18 Dated: 4/13/12

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**EXHIBIT A-1**  
**REQUIRED SCOPE OF SERVICE**

**1.1 Scope of Services (Completed):**

- a. CONTRACTOR shall review the proposed project and its progress in coordination with COUNTY staff. In addition, the CONTRACTOR shall obtain and closely review all Notice of Preparation (NOP) comment letters received by COUNTY for this project. If this initial review necessitates an expanded or refined scope of analysis, the CONTRACTOR shall review and revise the scope of services to accomplish the objectives listed above with the approval of COUNTY staff and legal counsel. The CONTRACTOR shall also develop an estimated timeline for each detailed task, which will lead to the consideration and possible adoption of the project and certification of EIR 524.

**1.2 Analysis Parameters and Methodology (Completed):**

- a. As a number of methodologies exist to develop a program EIR, the CONTRACTOR shall coordinate with COUNTY staff and legal counsel to determine appropriate parameters and methodology for performing the necessary impact analysis. The CONTRACTOR shall obtain data from the COUNTY, propose methodology for impact analysis, and determine their appropriateness for developing this EIR pursuant to CEQA. The CONTRACTOR shall consider various aspects during this task such as project deadlines, availability of various data sets, suitability for COUNTY's use in the future, etc.

**1.3 Technical Studies for EIR 524 (Completed):**

- a. The CONTRACTOR shall identify various technical studies necessary to support the possible adoption of the project and certification of EIR 524 in consultation with COUNTY staff and legal counsel. This review shall involve close examination of scope of work for various technical studies underway in-house (e.g. Traffic Study) or by outside consultants (e.g. Air Quality Study). In addition, the CONTRACTOR shall assemble and manage a team of sub-consultants that are qualified to conduct other necessary technical studies as required for CEQA adequacy.
- b. The CONTRACTOR shall assist COUNTY staff in timely preparation of all draft technical reports to support this EIR. Upon receipt of each draft technical report, the CONTRACTOR will conduct thorough review of them to assure that the reports contain accurate and adequate information as required by CEQA. Each technical report will include a discussion on existing conditions, analysis methodology, impact analysis, identification of appropriate mitigation measures and mitigation monitoring program. The CONTRACTOR shall ensure that all information in these technical reports is supported by verifiable facts documented in the report or properly

1 referenced per industry standards. If the CONTRACTOR needs additional  
2 information or revisions to these technical reports, COUNTY staff shall be contacted  
3 immediately.

4 **1.4 Development of Screen-check EIR (Completed):**

- 5 a. The CONTRACTOR shall meet with County staff on monthly basis, as well as  
6 technical consultants when needed, to review development of a screen-check EIR  
7 and progress of technical studies. The CONTRACTOR shall monitor and advise the  
8 COUNTY Department Heads and staff on the development of all EIR chapters,  
9 including a project description, environmental settings, issues of environmental  
10 concerns, evaluation of environmental impacts, identification of potential mitigation  
11 measures, analysis of appropriate project alternatives, mandatory CEQA topics, as  
12 well as reference sources.
- 13 b. This screen-check EIR will assess the project's significant environmental effects, any  
14 unavoidable environmental impacts, effects that can be mitigated, and effects not  
15 found to be significant. The cumulative and growth inducing impacts of the project  
16 will also be evaluated in this document.

17 **1.5 Preparation of Draft EIR (Completed):**

- 18 a. The CONTRACTOR shall assist COUNTY staff in reviewing comments provided by  
19 various interested parties and provide recommendations on appropriate changes  
20 necessary to the screen-check EIR. In addition, the CONTRACTOR shall prepare a  
21 Mitigation, Monitoring and Reporting Program (MMRP) in accordance with  
22 applicable law and COUNTY requirements for a review by COUNTY staff. Prior to  
23 public review period of the Draft EIR, the CONTRACTOR shall prepare a Notice of  
24 Completion (NOC), mailing list, and other public notices deemed necessary by the  
25 COUNTY.

26 **1.6 Response to Public Comments:**

- 27 a. The CONTRACTOR shall review and discuss all comments received in response to  
28 the draft EIR with COUNTY staff, legal counsel, and technical consultants, as  
29 necessary. The CONTRACTOR shall prepare a response for each comment and  
30 review them with COUNTY staff. The CONTRACTOR will also assist COUNTY  
31 staff in preparing and presenting public comments/testimony regarding the draft EIR  
32 to the Wine Country Ad Hoc Advisory Committee, Planning Commission, and Board  
33 of Supervisors.

34 **1.7 Adoption Hearings, Additional Information and Final EIR:**

- 1 a. The CONTRACTOR shall support COUNTY staff in preparation of the final draft  
2 documents of the project and EIR. The final documents will take the form of  
3 strikeout/underline format showing all text and exhibit revisions made since public  
4 review of the draft documents. The CONTRACTOR shall prepare the CEQA required  
5 Findings, Statement of Overriding Considerations, Resolution of Approval, and  
6 Notice of Determination (NOD). The CONTRACTOR shall also assist COUNTY  
7 staff in presenting the final EIR to the Planning Commission and Board of  
8 Supervisors for approval. After the public hearings, if the project is approved,  
9 COUNTY staff, in consultation with the CONTRACTOR, will process the NOD and  
10 forward it to the COUNTY Clerk for recording and posting.  
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12 b. The CONTRACTOR shall be able to accommodate various modifications to the  
13 Project that may occur due to the Public Hearing process between now and Final EIR  
14 certification. In particular, the County, Eastern Municipal Water District, Rancho  
15 California Water District and/or the stakeholders may complete more detailed  
16 infrastructure phasing or financing plans, and COUNTY staff may desire these more  
17 detailed plans to be reflected in the Final EIR to expedite infrastructure construction.  
18 This may require revisions to various EIR sections, graphics and/or technical studies.  
19 The CONTRACTOR shall assume that the new Project information can be addressed  
20 within the context of the Final EIR.

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**1.8 Target Dates for Tasks:**

- a. Scope of Services and Timeline for COUNTY Approval – May 2011  
b. Analysis Parameters and Methodology Proposal – June 2011  
c. Initiation of Technical Studies for EIR 524 – June 2011  
d. Development and Issuance of Screen-check EIR – September 2011  
e. Preparation of Draft EIR and Issuance of NOC – December 2011  
f. Response to Public Comments – May 2012  
g. Public Hearings and Final EIR – Summer/Fall 2012

**1.9 Scheduling Expectations:**

- a. The CONTRACTOR shall be available to meet with COUNTY staff and Legal Counsel  
when given reasonable advanced notice.  
b. The CONTRACTOR shall provide for at least fifteen (15) meetings with COUNTY staff  
and Legal Counsel in the preparation of the EIR.  
c. CONTRACTOR may also be asked to attend public meetings or hearings if deemed  
necessary by COUNTY staff. Proposal should include cost estimates for  
CONTRACTOR to attend up to five (5) 3-hour public meetings and/or hearings.  
d. Commencement of each task may be contingent upon securing and maintaining funding  
of the proposed project.

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**EXHIBIT B-1  
PAYMENT PROVISIONS**

**Project Total Cost = \$271,346**

**Project Total Hours = 1,212**

<b>Position</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Total Cost</b>
Principal In Charge	\$245	30	\$7,350
Project Manager	\$225	420	\$94,500
Traffic Manager	\$148	24	\$3,552
Regulatory Specialist	\$138	24	\$3,312
Environmental Specialist	\$138	75	\$10,350
Senior Engineer	\$200	6	\$1,200
Senior W Q Engineer	\$215	12	\$2,580
Environmental Analyst/Planner	\$118	670	\$79,060
GIS/Graphics	\$97	30	\$2,910
Administrative Support	\$63	40	\$2,520
<b>Subtotal</b>		<b>331</b>	<b>\$77,334</b>
Technical Studies			\$29,012
Deliverables/Reimbursable			\$35,000
<b>Project Total</b>			<b>\$271,346</b>