

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



**ITEM: 3.8**  
**(ID # 12089)**

**MEETING DATE:**

Tuesday, April 21, 2020

**FROM: FACILITIES MANAGEMENT:**

**SUBJECT: FACILITIES MANAGEMENT (FM):** Mecca Regional Sports Park - Acceptance of Proposition 68 Statewide Park Development and Community Revitalization Grant Fund Agreement, Approval of In-Principle and Preliminary Project Budget, District 4. [\$6,550,660 - Statewide Park Development and Community Revitalization Grant Funds – 88.81%, Riverside County Transportation Purchase of Right of Way Funds – 11.19%]

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

1. Approve the Mecca Regional Sports Park Project for inclusion in the Capital Improvement Program (CIP);
2. Accept Proposition 68 Statewide Park Development and Community Revitalization Grant Fund Agreement - Award Number XS-33-043, in the amount not to exceed of \$5,817,660;
3. Authorize the Chairman of the Board (Chairman) to sign the grant agreement number XS-33-043 and attachments;

Continued on Page 2

**ACTION: Policy, CIP**

  
Rose Salgado, Director of Facilities Management 4/8/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 21, 2020  
xc: FM

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

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

4. Approve in-principle the Mecca Regional Sports Park Project; for the development and construction of athletic sports fields, picnic areas, and outdoor amenities;
5. Approve a preliminary project budget in the amount not to exceed of \$6,550,660 for the Project;
6. Authorize use of Statewide Park Development and Community Revitalization Grant Funds not to exceed \$5,817,660 and use of the Riverside County Transportation Purchase of Right of Way Funds not to exceed \$733,000, including reimbursement to Facilities Management (FM) for incurred project related expenses;
7. Delegate project management authority for the Project to the Director of Facilities Management in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved project budget; and
8. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000, per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this project, and the sum of all project contracts shall not exceed \$6,550,660.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 733,000	\$ 1,200,000	\$ 6,550,660	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Statewide Park Development and Community Revitalization Grant Funds – 88.81%, Riverside County Transportation Purchase of Right of Way Funds – 11.19%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/20-2021/22	

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

**BACKGROUND:**

**Summary**

On July 23, 2019, Item 3.26, the Board of Supervisors (Board) approved Resolution No. 2019-157, which authorized the application towards the Statewide Park Development and Community Revitalization Grant Fund and administrative costs related to the grant application submission in the amount of \$733,000, for the Mecca Regional Sports Park Project.

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On October 29, 2019, Item 3.6, in accordance with the grant provisions, the Board adopted the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for Environmental Assessment Number 2019011, prepared by Facilities Management (FM). The next step in the grant award process is the execution of the attached grant agreement, having met the procedural requirements in the previous Board actions.

FM recommends approval of the Statewide Park Development and Community Revitalization grant agreement and preliminary project budget in the amount not to exceed of \$6,550,660. FM will pursue the most cost-effective project delivery method and award in accordance with applicable Board policies.

**Impact on Residents and Businesses**

The Mecca Regional Sports Park will provide a community gathering space and will transform a vacant area into an active, lively and green place. The park will provide organized sports leagues a local space to compete. In addition to sports fields for baseball and soccer, the planned open green space, picnic area and outdoor exercise facility will provide residents an amenity for families, seniors, and community groups for a variety of activities.

**Additional Fiscal Information**

(Commences on Page 4)

**Additional Fiscal Information**

The approximate allocation of the preliminary project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	160,293
Construction Management	2	1,002,646
Construction Contract	3	3,083,222
Offsite Construction	4	136,880
Project Management	5	215,298
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	1,175,417
Project Contingency	8	607,650
Minor Construction	9	169,254
<b>Preliminary Project Budget</b>		<b>\$ 6,550,660</b>



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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FM is seeking Board approval for the project budget in the amount of \$6,550,660; of this amount, \$733,000 was previously approved on July 23, 2019 (Item 3.26) with Riverside County Transportation Purchase of Right of Way Funds for administrative costs associated with CEQA studies. Expenditures for FY 2019/20 are estimated at \$733,000; expenditures for FY 2020/21 are estimated at \$1,200,000; and expenditures for FY 2021/22 are estimated at \$4,617,660.

**Attachment:**

- State of California Department of Parks and Recreation Grant Contract and Recitals Project Number SW-33-006

RS:VC:SP:AR:SC;mg      FM08100009946      12089-14065  
S:\Project Management Office\FORM 11'S\Form 11's\_In Process\12089 - 14065\_D3 - 009946 - Mecca Reg Sports Prk -  
Acceptance of Grant Award, Approval In-Princ, & Prelim ProjBdgt\_042120.doc

  
Teresa Summers, Director of Purchasing      4/7/2020

  
Steven Atkeson      4/9/2020

  
Gregory L. Priamos, Director County Counsel      4/9/2020

State of California - Natural Resources Agency  
Department of Parks and Recreation  
GRANT CONTRACT  
2018 Parks Bond Act

Statewide Park Development and Community Revitalization

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

GRANTEE County of Riverside

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE MECCA REGIONAL PARK DEVELOPMENT PROJECT NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$5,817,660.00

County of Riverside

Grantee

By

V. MANUEL PEREZ

Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address

Title

Chairman

Date

4/21/2020

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By

Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title

Date

CERTIFICATION OF FUNDING

CONTRACT NO C9801008	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354	PROJECT NO. SW-33-006
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,817,660.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29
TOTAL AMOUNT ENCUMBERED TO DATE \$5,817,660.00		STATUTE 18	FISCAL YEAR 2019/20
T.B.A. NO.		INDEX. 1091	OBJ. EXPEND 702
B.R.. NO.		ACTIVITY CODE 69800	PROJECT / WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.			
ACCOUNTING OFFICER'S SIGNATURE			DATE.

ATTEST:

KECIA R. HARPER, Clerk

By

DEPUTY

APR 21 2020 3.8

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest



against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside

GRANTEE

By: V. M. Perez

Signature of Authorized Representative

V. MANUEL PEREZ

Title: Chairman

Date: 4/21/2020

STATE OF CALIFORNIA

ATTEST:

KECIA R. HARPER, Clerk

By Kecia R. Harper

DEPUTY

7

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel

SYNTHIA M. GUNZEL

DATE 3/24/20

DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

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