

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



912

FROM: Parks Department

SUBMITTAL DATE:
3/8/07

SUBJECT: Authorize the Allocation of Development Impact Fee Funds to the Riverside County Regional Park and Open-Space District for a Joint Study of the Whitewater River and Dillon Road Regional Trail Corridors –District IV

RECOMMENDED MOTION: That the Board:

- 1) Authorize the use of \$150,000 of Development Impact Fee (DIF) Eastern Riverside County Regional Multipurpose Trail Fund No. 30539 for costs associated with the Memorandum of Understanding for Joint Study of the Whitewater River and Dillon Road Regional Trails; and
- 2) Direct the Executive Office to transfer \$150,000 from DIF Eastern County Multipurpose Trails Facilities Fund No. 30539, as needed, pursuant to billings received from the Riverside County Regional Park and Open-Space District

BACKGROUND: The Park District has been in discussions with the Coachella Valley Recreation and Park District (CVRPD) concerning a shared desire to expand recreational opportunities in this rapidly growing area. The breadth and magnitude of current and future development in the Coachella Valley requires that steps be taken now to plan, design, and develop backbone regional trails. The two most important Coachella Valley regional trails, Whitewater River and Dillon Road, have alignments that were approved twenty years ago, and subsequent development requires those alignments to be re-evaluated to determine whether they remain viable.

MOU with CVRPD for Whitewater-Dillon Road Trails

Paul Frandsen

Paul Frandsen, General Manager

FORM APPROVED
COUNTY COUNSEL

MAR 13 2007

FINANCIAL DATA

Current F.Y. Total Cost: NTE	\$150,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$-0-	Budget Adjustment:	Yes
Annual Net County Cost:	\$ -0-	For Fiscal Year:	06/07

SOURCE OF FUNDS: Development Impact Fee Eastern Riverside County Regional Multipurpose Trail Facilities Fund No. 30539, NTE \$150,000, Coachella Valley Recreation and Park District funds, NTE \$50,000

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

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

County Executive Office Signature

Alex Lamm

- Policy
- Policy
- Consent
- Consent
- Dept's Recomm.:
- Per Exec. Ofc.:

Prev. Agn. Ref.: 3.5, 9/12/06

District: IV

Agenda Number:

3.21

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It is also necessary to review each regional trail corridor to identify and evaluate constraints and issues that must be addressed in order to ensure successful trail development. Finally, it is important to develop a preliminary estimate of design and construction costs.

The MOU, prepared in consultation with the CVRPD Executive Director, has the following Salient provisions:

1. The CVRPD and Park District will work cooperatively to secure a qualified consulting firm to perform the following tasks: detailed field review of adopted alignments for the Whitewater River and Dillon Road regional trails; identification of property ownership; identification and evaluation of obstacles and issues related to trail design and development; identification of alternate trail alignments as necessary; preliminary conceptual trail design; preparation of rough cost estimates for trail design and construction;
2. The CVRPD will serve as the lead agency for the trail study and will assume primary responsibility for administering the project. CVRPD and Park District staff will work together to develop a Request for Proposals, select a consultant, provide direction, and review all work products;
3. The cost of the study will not be known until consultant proposals are evaluated. Under the MOU, the Park District would contribute 75% of the cost of the consultant contract, up to a maximum of \$150,000. The CVRPD would contribute 25% of the contract cost, up to a maximum of \$50,000;
4. Either party may terminate the MOU with 30 days written notice. If termination occurs prior to the completion of consultant services, the parties will work cooperatively to arrange for the work to be finished.

The Public Facilities Needs List to the Year 2010 includes the Whitewater River and Dillon Road trails. The Office of County Counsel has reviewed the attached MOU and approved it as to legal form.

1 a qualified and experienced consultant to study the adopted alignments for the
2 Whitewater River and Dillon Road regional trails. The parties shall assign appropriate
3 staff to prepare a Request for Proposals ("RFP"), jointly evaluate all proposals received,
4 and administer the consulting contract. The Scope of Services for the RFP shall
5 include, but not be limited to, the following tasks: detailed field review of the adopted
6 alignments for the subject trails; identification of current property ownership in the trail
7 corridors; evaluation of potential obstacles and issues related to trail development;
8 identification of alternate alignments where necessary; preliminary conceptual trail
9 design; preparation of rough cost estimates.

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11 **2. Responsibilities of CVRPD**

12 CVRPD shall serve as the lead agency for the Whitewater River and Dillon Road
13 regional trail alignment study, performing the following tasks:

- 14 a) in conjunction with the Park District, identify potential consultants, prepare the RFP
15 and evaluate proposals;
16
17 b) award and administer the consultant contract;
18
19 c) in conjunction with the Park District, review and comment on all consultant work
20 products; and
21
22 d) contribute funds equal to 25% of the cost of the consultant contract, up to a
23 maximum of \$50,000.

24 **3. Responsibilities of the Park District**

25 The Park District shall function as an active partner to CVRPD in this project,
26 performing the following tasks:

- 27 a) assign the Park District Trails Planner and others as needed to assist CVRPD in
28 preparing the RFP Scope of Work and supporting other procurement activities;
b) in conjunction with CVRPD, evaluate proposals and select a consultant;

- 1 c) in conjunction with CVRPD, review and comment on all consultant work products;
2 d) in conjunction with CVRPD, direct consultant work as necessary; and
3 e) contribute funds equal to 75% of the cost of the consultant contract, up to a
4 maximum of one hundred fifty thousand dollars (\$150,000). The timing and method
5 of Park District payment shall be as mutually agreed upon by the parties.
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8 **4. Administration of MOU**

9 The CVRPD General Manager or his/her designee shall administer this MOU for
10 CVRPD. The Park District General Manager or his/her designee shall administer this
11 MOU for the Park District.
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14 **5. Term of MOU**

15 The term of this Agreement shall begin on the day on which the Agreement is fully
16 executed by the Parties and shall continue in effect until terminated as set forth in
17 Section 10 herein.
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20 **6. Assignment and Subcontracting**

21 Neither the Park District nor CVRPD may assign or subcontract any portion of this MOU
22 without prior written approval by the other party.
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25 **7. Amendments to MOU**

26 This MOU may be amended at any time with the concurrence of the Parties. All
27 amendments shall be made in writing.
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1 8. Financial Records

2 CVRPD shall maintain complete and accurate financial records with respect to all
3 consultant services funded in whole or in part under this MOU. All records shall be
4 prepared in accordance with standard practices of the accounting profession.
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7 9. Inspection of Records

8 During normal business hours and with prior notice, CVRPD shall permit
9 representatives of the Park District and County of Riverside to examine, audit, and
10 make copies of records and documents relating to consultant services funded under this
11 MOU. CVRPD shall permit Park District and County of Riverside representatives to
12 examine, audit, and make copies of all such records and documents for a period of
13 three years after the date on which consultant services are completed and accepted or
14 terminated.
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18 10. Termination

19 Either party may terminate this MOU in whole or in part at any time for convenience by
20 giving the other party written notice of such termination, and specifying the effective
21 date thereof, at least 30 days before the effective date of such termination. If either
22 party desires to terminate the MOU prior to the completion and acceptance of
23 consultant services funded hereunder, it shall make every reasonable effort to make
24 arrangements agreeable to the other party for the completion of consultant services. No
25 waiver of any term or condition of this MOU may be a continuing waiver thereof.
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If this MOU is terminated by either party, any unexpended funds that are not payable to the consultant shall be returned to the parties in the same proportion as their respective contributions.

RIVERSIDE COUNTY
REGIONAL PARK AND
OPEN-SPACE DISTRICT

COACHELLA VALLEY
RECREATION AND PARK DISTRICT

By: _____
Paul Frandsen, General Manager

By: Stan Ford
Stan Ford, General Manager

Att-564-moucvrpd & rposd Whitewater River and Dillion Road Regional Trails Corridor

FORM APPROVED
COUNTY COUNSEL

MAR 13 2007
BY: [Signature]