

FORM APPROVED COUNTY COUNSEL
 BY: *M. K. Victor* 06/19/08
 DATE: MARSHAL VICTOR

836



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

FROM: Executive Office

SUBMITTAL DATE:
 June 19, 2008

SUBJECT: Approval of First Amendment to the Agreement with Patricia Lock-Dawson for consulting services on the Santa Ana River and other natural resource projects

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Agreement with Patricia Lock-Dawson in an amount not to exceed \$120,000 for the period of one year;
2. Authorize the County Executive Officer or designee to take all actions necessary to administer the contract pursuant to its terms and conditions;
3. Direct the Clerk of the Board to return three (3) copies of the Amendment to the Executive Office for further processing.

BACKGROUND: Since 2003, a number of public and private entities including the counties of Riverside, San Bernardino and Orange, the cities of Riverside and Corona, the Wildlands Conservancy, and others have worked cooperatively to complete the Santa Ana River Trail. Ms. Patricia Lock-Dawson was appointed by Riverside Mayor Loveridge to coordinate the Santa Ana River Task Force, an ad hoc interagency group including the County of Riverside and the Park District.

(continued on page 2) -

Alex Gann

Alex Gann, Principal Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$120,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost:	N/A	For Fiscal Year:	08/09

SOURCE OF FUNDS: Trails West County – Development Impact Fees Fund No. 30533 (\$80,000), Second District Community Improvement Funds (\$20,000), CEO NPDES Funds (\$13,350), Prop. 13 Grant Funds (\$6,650)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Gary M. Christmas*
 Gary M. Christmas

County Executive Office Signature

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

Prev. Agn. Ref.: 3.3 (7/03/07) | District: All | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.13

Following the completion of the Task Force's work, Ms. Lock-Dawson entered into a contract with the Transportation and Land Management Agency ("TLMA"), and part of her scope of services included providing support to Supervisor Tavaglione in his work with elected officials from other jurisdictions on Santa Ana River Trail issues. Under that contract, Ms. Lock-Dawson wrote an interagency MOU approved by your Board on 2/7/06, M.O. 3.1, for coordinated planning among affected entities in the River corridor. She also managed the policy and technical advisory committees that formed pursuant to the provisions of the MOU, coordinated meetings among local elected officials and State legislators, and researched grant opportunities applicable to the Santa Ana River Trail project.

Ms. Lock-Dawson's contract with TLMA concluded on June 30, 2006 and was replaced for FY 06/07 by the Park's District (M.O. 13.1, 8/1/06) because of an ongoing need for her unique experience and skills in the completion of Riverside County's portion of the Santa Ana River Trail. Accordingly, as the primary entity for planning and development of the Trail in Riverside County, the Park District has negotiated a proposed Professional Services Agreement with Ms. Lock-Dawson to allow her to continue her services in support of that project. The Agreement with the Parks District concluded in June 2007, and the Executive Office renewed the Agreement to consolidate the many activities that the consultant performs on behalf of the County. Salient provisions of the First Amendment to the Agreement are as follows:

1. The Agreement calls for a one-year term beginning on July 1, 2008 (or later if the document is signed after that date) and ending on June 30, 2009.
2. Compensation shall be paid at the rate of \$125.00 per billable hour (\$95.00 per billable hour for grants) not to exceed \$120,000. If the Agreement is extended for an additional year, compensation for that period will remain at the same not to exceed figure of \$120,000;
3. The scope of services shall include, but not be limited to, the following activities: prepare interagency agreements among Riverside County entities involved in the Trail project as needed; coordinate with and recommend strategies to elected officials concerning funding and completion of the Trail; prepare agendas, white papers, and other materials for the Policy and Technical Advisory groups; research grant opportunities and prepare grant applications; communicate with federal and State legislators and agencies as directed; organize meetings and field tours among local elected officials federal and State legislators; and provide support as needed to members of your Board and the County Executive Officer for activities related to the completion of the Trail in Riverside County and additional duties related to natural resource, water quality and grants as determined by the Deputy County Executive Officer;
4. The Agreement may be terminated by the County at any time either for cause or convenience; and
5. All reports, data, and other materials produced under the Agreement shall become the property of the County.

Please note that the Agreement will be funded from four sources. Sixty six percent of the total cost or \$80,000 will be funded by West County Regional Multipurpose Trail Development Impact Fees previously approved by your Board on December 23, 2003 by M.O. 13.1; Seventeen percent or \$20,000 will be funded by Second District Community Improvement Funds; eleven percent or \$13,350 will be funded by the CEO NPDES Fund and six percent or \$6,650 will be funded by the Proposition 13 Watershed Protection Grant.