

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

255



FROM: Parks Department

SUBMITTAL DATE:
5/25/10

SUBJECT: Memorandum of Understanding for Project Management Services for the Mayflower Park Phase 2 Improvement Project – District IV

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes the Memorandum of Understanding (MOU) between the Parks Department and EDA for Project Management Services for the Mayflower Park Phase 2 Improvement Project;
2. Authorizes the Directors of the Parks Department and EDA to execute the MOU; and
3. Authorizes the Parks Director, or designee, to amend the MOU should additional grant funds become available.

BACKGROUND: The Parks Department is seeking to construct several small improvements to its Mayflower Park facility north of Blythe. Due to tight funding deadlines and several other projects that will be under construction during the same time, the Parks Department has asked EDA to manage the Mayflower Park project. The attached MOU will facilitate the project management.

T. Novak

790-MFL MOU for Project Management Services

Tracy Novak, Assistant Parks Director, for
Scott Bangle, Parks Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$124,422	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	-0-	Budget Adjustment:	No
	Annual Net County Cost:	-0-	For Fiscal Year:	FY10/11

SOURCE OF FUNDS: East Co. Parks DIF (30%); 2002 Resources Bond Act Per Capita Program (70%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Alex Gann*
Alex Gann

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED COUNTY COUNSEL
 BY: *Carissa R-Mckenna* DATE: *5/25/10*
 Departmental Concurrence

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

COPY FOR YOUR
INFORMATION

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
AND
PARKS DEPARTMENT**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into between **The Economic Development Agency (EDA)** and the **Parks Department (DEPARTMENT)** to define areas of responsibilities concerning the construction of the DEPARTMENT's Mayflower Park Renovations Project.

I. RESPONSIBILITIES OF EDA, DIVISION OF DESIGN AND CONSTRUCTION

1. The EDA Division of Design and Construction will provide project management services to include the following:
 - a. Assign a project manager to carry out all functions as noted below;
 - b. Develop and manage the project budget and schedules;
 - c. Review all payment applications submitted by contractor during the course of the project;
 - d. Manage the inspection process;
 - e. Coordinate with outside agencies where required;
 - g. Provide full project management during the construction including but not limited to change order management, document management, conduct various meetings, and provide all close-out procedures. No authorization for change orders will be issued without prior approval of the DEPARTMENT.

2. During the construction processes the assigned project manager will keep the DEPARTMENT staff advised on all pertinent issues and will prepare, at defined intervals, necessary reports or documents as may be necessary to meet its obligations to the project.

3. Cost for Services will be charged back to the DEPARTMENT at an hourly rate as currently approved by the Board. Current rates are:

Project Managers (285hrs. @ \$134.51/Hr).....	\$38,335
Plan Check Fee.....	\$1,464
EDA Inspection Fee.....	\$48,312
Specialty Inspections and Testing.....	\$25,000
Contingency.....	\$11,311
TOTAL.....	\$124,422

Costs for EDA Management services associated with the project are not-to-exceed \$124,422, based on the rates and lump sum fees above. Cost for additional projects or phases of construction will be charged separately under their individual budgets and MOUs.

II. RESPONSIBILITIES OF THE DEPARTMENT

1. It shall be the responsibility of the DEPARTMENT to provide the necessary funds required to carry out all activities associated with the project's construction.
2. It shall be the responsibility of the DEPARTMENT to review all requests for change orders and authorize when appropriate.

III. CHARGE-BACK PROCEDURES

Charge-Back will be conducted as follows:

Each month EDA accounting staff must submit a monthly invoice reflecting a detailed accounting of time charges by each staffer and their function to the DEPARTMENT. Once the DEPARTMENT has reviewed and approved the invoice, a copy of the invoice that is stamped and signed by the DEPARTMENT's selected representative, will be returned to EDA for their documentation. A journal entry may then be arranged between EDA accounting and DEPARTMENT accounting for incurred costs detailed on the approved invoice.

IV. METHOD, TIME, AND SCHEDULE/CONDITION of PAYMENTS

1. If EDA ceases operation for any period, then no payment will apply for that period. The DEPARTMENT will reimburse EDA for services provided in accordance with the terms and conditions contained herein, in this MOU.
2. EDA shall be paid forty-five (45) days after timesheets and claim forms are received or the next accounting period.
3. Upon issuance of the Notice of Completion, EDA will have forty-five (45) days to submit final invoice for services completed. Invoices received after this period will not be paid.

V. ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as complete and exclusive statement of the provisions therefore. This agreement supersedes and replaces any and all other prior and contemporaneous agreements and understanding, oral or written, in connection with this Agreement.

This may be changed or modified upon written consent of the parties hereto.

VI. TERM

This Agreement shall be effective upon execution and shall continue to issuance of project Notice of Completion unless terminated as provided in this MOU.

Timing is critical and it is incumbent upon the DEPARTMENT to finish this project no later than December 31, 2010. It is imperative that EDA is aware of this and maintains the construction schedule to finish no later than December 31, 2010.

VII. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event the DEPARTMENT elects to terminate the MOU, the DEPARTMENT shall make payment for all services properly performed up to the date that written notice was given in a prorated amount.

VIII. NOTICE

Any Notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Riverside County Parks Department
Scott Bangle, Director
4600 Crestmore Road
Riverside CA. 92509

Economic Development Agency

Robert Field, Director
3403 10th St. Suite 400
Riverside CA. 92507

Now therefore, in consideration of mutual promises, covenants, and considerations herein contained, the Parties hereto mutually agree that they are authorized to sign this agreement on behalf of their respective departments.

Scott Bangle, Director

Robert Field, Director

date: _____

date: _____

FORM APPROVED COUNTY COUNSEL

BY: Larisa R-Mckenna 6/9/10
LARISA R-MCKENNA DATE