

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



239

**FROM:** Parks Department

**SUBMITTAL DATE:**  
May 29, 2012

**SUBJECT:** Approval of Grant Agreement with California Boating & Waterways and Resolution Number 2012-143 Authorizing the Acceptance of Grant Funds for Projects at Mayflower Park – District IV/IV

**RECOMMENDED MOTION:** That the Board approves and:

1. Authorizes the agreement between the Parks Department (Parks) and the State of California Natural Resources Agency Department of Boating and Waterways (BW) for grant funds through the Harbors and Watercraft Revolving Fund BLF Grant; and
2. Authorizes Resolution No. 2012-143 authorizing Parks to accept and expend grant funds under the Harbors and Watercraft Revolving Fund BLF Grant; and
3. Authorizes the Parks Director, or designee, to take all actions necessary to administer the grant agreements and execute future ministerial amendments to this agreement; and
4. Directs the Clerk of the Board to return all copies of the agreement with BW to Parks for transmittal and approval from the California Natural Resources Agency.

**BACKGROUND:** (continued on page 2)

*[Handwritten Signature]*  
\_\_\_\_\_  
Scott Bangle, Parks Director

2012-004S JT

<b>FINANCIAL DATA N/A</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	

<b>SOURCE OF FUNDS:</b>	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

**MINUTES OF THE MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: June 19, 2012  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** IV/IV **Agenda Number:** 13.1

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: \_\_\_\_\_  
 Departmental Concurrence  
 Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**SUBJECT:** Approval of Grant Agreement with California Boating & Waterways and Resolution Number 2012-143 Authorizing the Acceptance of Grant Funds for Projects at Mayflower Park – District IV/IV

**BACKGROUND:**

The BW administers the Harbors and Watercraft Revolving Fund BLF Grant program in which funds are available for the renovation or new construction of water and watercraft related projects to promote safe boating programs throughout the State of California.

Among the requirements of the grant is a resolution adopted by the governing body of the public agency applicant. Attached is Resolutions No. 2012-143 which approves the acceptance of the Harbors and Watercraft Revolving Fund BLF Grant, certifies that Parks will comply with applicable laws and has sufficient funding to operate and maintain the project.

Parks will use the BW funds to renovate and expand the boat launch facility at Mayflower Park located along the Colorado River in Blythe, CA. Improvements will include: the extension of the current boat ramp, addition of a boat dock, parking improvements, ADA compliance work and site landscaping.

The office of County Counsel has reviewed and approved Resolution No. 2012-143 and the grant agreement as legal to form.

RESOLUTION OF THE RIVERSIDE COUNTY PARKS DEPARTMENT BOARD OF SUPERVISORS  
AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR  
THE HARBORS AND WATERCRAFT REVOLVING FUND BLF GRANT

WHEREAS, the State of California has provided funds for the program shown above;

and

WHEREAS, the California State Natural Resources Agency Department of Boating and Waterways has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, the Applicant will enter into an agreement with the California State Natural Resources Agency Department of Boating and Waterways to carry out renovation and expansion of the boat launch facility at Mayflower Park along the Colorado River in Blythe, California.

NOW, THEREFORE, BE IT RESOLVED that the Riverside County Parks Department Board of Supervisors:

1. Authorizes the acceptance of \$620,000 in Grant funds for Mayflower Park to extend the existing boat ramp, add a boat dock, parking improvements, ADA compliance and site landscaping to renovate and expand the existing access along the Colorado River; and
2. Certifies that Applicant understands the assurances and certification in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements, or will secure the resources to do so; and
4. Certifies that it will comply with the provisions of Section 1771.5(b) under the Labor Code regarding payment of prevailing wages on Projects awarded grant funds; and
5. If applicable, certifies that the Project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained;
6. Appoints the Chairman of the Board of Supervisors, or designee, as agent to execute all agreements which may be necessary for the completion of the aforementioned Project.
7. Appoints the Director of the Riverside County Parks Department, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, requests for reimbursement, summaries, releases, certifications, and so on, which may be necessary for the completion of the aforementioned Project.

FORM APPROVED COUNTY COUNSEL 3/1/12  
BY: NEAL F. KIPNIS DATE

1 Approved and adopted the 19 day of June 20 12. I, the undersigned, hereby certify  
2 that the foregoing Resolution Number 2012-143 was duly adopted by the Riverside County Parks  
3 Department Board of Supervisors.

4  
5 ROLL CALL:

6 Ayes: Buster, Tavaglione, Stone and Ashley  
7 Nays: None  
8 Absent: Benoit

9 The foregoing is certified to be a true copy of a resolution duly  
10 adopted by said Board of Supervisors on the date therein set forth.

11 KECIA HARPER-IHEM, Clerk of said Board

12 By: \_\_\_\_\_  
13 Deputy

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# RESOLUTION

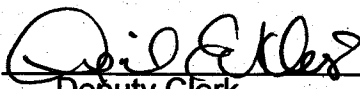
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on June 19, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 11-101-309 between the Riverside County and Department of Boating and Waterways (Department) providing for: funds for the renovation or new construction of water and watercraft related projects to support safe boating.

## ROLL CALL:

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: None  
Abstain: Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,  
Clerk of the Board

BY:   
Deputy Clerk

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.

AGREEMENT NUMBER

11-101-309

REGISTRATION NUMBER

eP

PROJECT CODE 946

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)

CONTRACTOR'S NAME

RIVERSIDE COUNTY PARKS DEPARTMENT (GRANTEE)

2. The term of this

Agreement is: May 01, 2012 through (20 years from Date of Acceptance of the Project)

3. The maximum amount  
of this Agreement is:

\$620,000.00  
SIX HUNDRED AND TWENTY THOUSAND DOLLARS

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference, made a part of the Agreement.

MAYFLOWER BOAT LAUNCHING FACILITY

Exhibit A - Small Craft Launching Facility Construction Grant and Operation Agreement

17 pages

Exhibit A, Attachment 1 - Department of Boating and Waterways Maintenance Guidelines

4 pages

Exhibit B - Mayflower Boat Launching Facility Feasibility Report

5 pages

Exhibit C - General Terms and Conditions

GTC 610

ATTEST:  
KECIA HARPER-JHEM, Clerk

By [Signature]  
DEPUTY

Items shown with an Asterisk (\*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

RIVERSIDE COUNTY PARKS DEPARTMENT

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John Tavaglione, Chairman

ADDRESS

4600 CRESTMORE ROAD  
RIVERSIDE, CA 92509

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF BOATING AND WATERWAYS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

LUCIA C. BECERRA, Acting Director

ADDRESS

2000 EVERGREEN STREET, SUITE 100  
SACRAMENTO, CALIFORNIA 95815-3888

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 5/12

California Department of General  
Services Use Only

Exempt per:

**SMALL CRAFT LAUNCHING FACILITY  
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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- N. "Project Costs": Management, design, material and construction costs that are incurred by the Grantee for the purpose of completing the Project. However, Project costs incurred:
1. For indirect or overhead charges may only be reimbursed with prior written approval by the Department and may be no greater than the combined maximum budget allocation for *Engineering, Inspection and Permits Costs* as identified in Exhibit B (Feasibility Report – Cost Estimate Table),
  2. For engineering, inspection, and management services provided by Grantee or Grantee's personnel may only be reimbursed with prior written approval of Department, and
  3. Shall not include any expenses incurred prior to the Effective Date of this Agreement.

#### ARTICLE 2 - GRANTEE'S WARRANTIES

- A. Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.
- B. Grantee warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
1. Access to the Project Area by a maintained public way,
  2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
  3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.
- C. Grantee warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

#### ARTICLE 3 - TERM OF AGREEMENT

- A. This Agreement, subject to any provision for prior termination, shall begin on the Effective Date and shall continue for twenty (20) years from the Date of Acceptance by the Grantee.
- B. This Agreement may be extended, amended or cancelled upon the written agreement of the parties.

- A. No funds shall be disbursed for work performed prior to the Effective Date of this Agreement.
- B. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project.
- C. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.
- D. Grant disbursements to cover Project Costs shall be made in arrears as follows:
  - 1. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests.
  - 2. Grant disbursement requests shall be submitted in triplicate hardcopy to the Department in a form satisfactory to the Department.
  - 3. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.
  - 4. The Department shall withhold from each Grant disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all Stop Notices or other liens have been released.
  - 5. Grantee shall request final Grant disbursement no later than sixty (60) days following the Date of Acceptance of the Project by the Grantee.
- E. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

#### ARTICLE 6 – DESIGN AND CONSTRUCTION OF PROJECT

- A. The Grantee shall obtain from the Department advance written approval of the following:
  - 1. All bid documents prior to advertisement,
  - 2. All contracts prior to award, and
  - 3. All change orders of \$5,000 or more, for any work performed under this Agreement, and

4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement,
  5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
  6. Require the preparation of a concrete test panel as specified in subsection F of this Article.
  7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
  2. Submission of the consultant services agreement to the Department for approval,
  3. Beginning and ending of Project design,
  4. Submission of final plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
  5. Beginning and ending dates of Grantee advertising of Project for bids,
  6. Project bid opening date,
  7. Submission of the construction Agreement to the Department for approval,
  8. Beginning and ending dates of Project construction,
  9. Acceptance of Project by the Grantee, and
  10. Submission of a Project Completion Certification to the Department.
- E. The Grantee shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Section F below.
- F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be

special-use areas, or pollution control measures in the Project Area which result in closure or partial closure of waterways in the project area to any recreational vessel shall be subject to prior approval by the Department and Commission. Failure to obtain prior approval of the Department and Commission for such restrictions shall constitute a breach of this Agreement and may result in penalties set forth in Article 9 of this Exhibit.

- D. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) may charge fees for vessel launch and retrieval, parking, entry, day-use, and water-use sufficient to defray costs of operating and maintaining the Project. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the operation of the small craft launching facility and to keep the facility in good repair at all times. Such rates and fees shall be maintained at a level comparable to those charged at State owned Boat Launching Facilities in the region.
- E. The Grantee shall maintain the Project Area and all improvements funded by this Agreement in accordance with the Department of Boating and Waterways Maintenance Guidelines (Guidelines”), a copy of which is attached to and made a part of this Agreement. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.
1. The Grantee shall provide to the Department, within sixty (60) days of the Effective Date of this Agreement, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over the term of this Agreement. Each objective of the Guidelines must be considered; any objectives that are not applicable to a Grantee shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Grantee's responsibility to ensure that such maintenance schedule adequately addresses Grantee's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.
  2. The Grantee shall comply with the approved maintenance schedule throughout the term of this Agreement. Failure to maintain the facility according to the maintenance schedule is a breach of this Agreement and shall preclude the Grantee from receiving any future grants.
  3. Any changes to the maintenance schedule must be approved in writing by the Department.

ARTICLE 9 – BREACH OF AGREEMENT

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any action to correct the breach. The Grantee shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach;
- B. The Department may require the Grantee to repay the Department for all Project Costs funded by the Grant; the Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3 (A)).
- C. In the event the Grantee adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and, with the concurrence of the Commission, may require the Grantee to repay the Grant on a prorated unexpired term basis for that percentage of all Project Costs funded by the Grant. The Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

ARTICLE 10 - LIABILITY AND FIRE INSURANCE

- A. The Grantee shall continuously insure the Project Area through one of the following alternatives:

ALTERNATIVE I

The Grantee shall maintain in full force and effect during the term of this Agreement the following insurance in the minimum amounts specified:

Bodily Injury or Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

## ARTICLE 11 - INSTALLATION OF OTHER FACILITIES

- A. The Grantee may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit B, provided that such facilities:
1. Are constructed, maintained and operated for the use, enjoyment protection and service of the public,
  2. Are in compliance with Article 8 of this Exhibit,
  3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit B including the sanitary and parking facilities, and
  4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

## ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING

The Grantee shall cause a permanent sign to be installed within the Project Area, which shall include the Department's logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before the Project is made available to the public. The standard Department of Boating and Waterways precast concrete sign shall be used unless the Grantee is required to use a different sign style or motif. An electronic drawing of the standard Department project credit sign shall be furnished by the Department to the Grantee for inclusion in the plans and specifications. The location of the project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.

**ARTICLE 18- ASSIGNMENT**

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

**ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED**

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

**ARTICLE 20 - LIABILITY**

- A. The Grantee waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.