



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

326A



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
January 7, 2013

SUBJECT: Whitewater Wash (River) Trail, Funding Agreement with Coachella Valley Association of Governments District IV/IV

RECOMMENDED MOTION: That the Board of Directors approve and:

1. Authorize the Funding Agreement between the Regional Park and Open-Space District (District) and the Coachella Valley Association of Governments (CVAG) for the planning and development documents, environmental compliance and the initiation of the phased construction of the Whitewater Wash (River) Trail in the Coachella Valley in Eastern Riverside County, and;
2. Direct the Clerk of the Board to return five (5) copies of the executed agreements to the Regional Park and Open-Space District for processing and distribution to the Coachella Valley Association of Governments.

BACKGROUND: In December, 2009 "The Dangermond Group" under contract with the Desert Recreation District (formerly Coachella Recreation and Park District) and the District completed Whitewater Wash (River), All American Canal and Dillon Road Regional Trails Corridor Study for the Coachella Valley.

(continued on page 2)

[Signature]
Scott Bangle, General Manager

2013-017D

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 750,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Development Impact Fees Eastern County Multipurpose Trails Fund No.30539 (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Garn*
Alex Garn

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

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

Prev. Agn. Ref.: 12/1/11 M.O. 13.1 | District: IV/IV | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13-20

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 1/8/13
DATE: NEAL R. KIPNIS

Departmental Concurrence

SUBJECT: Whitewater Wash (River) Trail, Funding Agreement with Coachella Valley Association of Governments - District IV/IV

BACKGROUND:

The study provided research information and proposed alignments for each of three regional trails. These trails when complete will serve as the backbone trails for the Coachella Valley Trail System.

With support from the District, local recreation district, Supervisor's office and local trail groups, CVAG assumed the lead agency role for the development of the Whitewater Wash (River) Trail. In May 2012, CVAG was successful in obtaining a California State Strategic Growth Grant for the planning and development documents, environmental compliance and the initiation of the phased construction of the Whitewater Wash (River) Trail project. The amount of the grant award was \$999,982.00. As cooperative partners the District and CVAG have agreed to match the grant amount. The District proposes to provide CVAG \$750,000.00 from the District's Eastern County Development Impact Fees Funds. The funding has been secured from Eastern County – Trails Development Impact Fees (M.O. 13.1 12/13/2011) in the amount of \$750,000 Whitewater Wash (River) Trail. The CVAG match will consist of project management and in-kind labor to coordinate the project and agency involvement.

The District's intent to partner with CVAG and provide funds to match the grant has been reviewed and approved by both the District's Advisory Commission and the Commission's trail advisory group the Riverside County Trails Committee.

County Counsel has approved the Agreement as to legal form.

COOPERATIVE AGREEMENT

by and between

Riverside County Regional Park and Open-Space District

And

Coachella Valley Association of Governments

The RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, hereinafter called "DISTRICT", and the COACHELLA VALLEY ASSOCIATION of GOVERNMENTS, hereinafter called "CVAG", hereby agree as follows:

RECITALS

A. CVAG is in the initial planning stages for the construction of the Whitewater 1e11 Parkway, a multi-use path/trail for pedestrians, bicyclists, and Neighborhood Electric Vehicles along the Whitewater River in the Coachella Valley (the "Project") ;

B. CVAG plans to develop the Project using various funding sources over the next 10 year period;

C. CVAG was awarded a grant from the California Strategic Growth Council, in the amount of \$999,982.00.

D. The Grant requires a Matching Contribution:

E. DISTRICT wishes to support the Project by providing the qualifying matching contribution;

F. DISTRICT has agreed to provide funding, in an amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00), for the following initial phases of the Project: (1) Master planning for the portion of the Project extending from Desert Hot Springs to the Salton Sea, (2) Preliminary engineering and environmental documentation for the portion of the Project extending from Palm Springs to Coachella, and (3) if, the total funding is sufficient, final

environmental documentation and preparation of construction documents for an early action phase of construction as to a section of the Parkway. All phases are described in detail "Scope of Work" Exhibit 'A'. ;

G. DISTRICT has included the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in its Fiscal Year 2012-2013 capital improvement budget for the Project (the "District's Contribution");

H. The District's Contribution will be used for support of the Phases outlined in Item F and defined in the "Scope of Work" -- Exhibit "A" subject to the limitations contained in this Agreement; and

I. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CVAG with respect to the Project, and the payment of the District's Contribution.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

CVAG shall:

1. Solicit proposals, contract for the preparation of the master plan, preliminary engineering plans and documents, and environmental compliance documents.
2. If funds allow, solicit proposals and contract for the preparation of the final environmental documents and construction documents for an early action phase of construction of a segment of the Parkway.
3. Invoice DISTRICT, in arrears, for costs incurred by CVAG for work within the scope of this Agreement, as more specifically described in "Scope of Work" -- Exhibit "A".

4. CVAG shall be solely responsible for all aspects of the work, including the final product and subsequent maintenance.

5. As requested, CVAG shall provide DISTRICT with a copy of all Draft and Final documents related to the work funded by this Agreement.

SECTION II

DISTRICT shall:

1. Within thirty (30) days following DISTRICT's receipt of an invoice, reimburse CVAG for expenses incurred for work within the scope of this Agreement, in a total amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00)

2. Bear no responsibility whatsoever for the development, ownership, content, or legal validity of the Project

SECTION III

It is further mutually agreed:

1. The DISTRICT CONTRIBUTION shall be used by CVAG solely for the purpose of developing PROJECT as set forth herein.

2. CVAG shall indemnify, defend, save and hold harmless DISTRICT (including its respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CVAG's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance

under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

3. DISTRICT shall indemnify, defend, save and hold harmless CVAG (including its respective officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4. In the event of any arbitration, action or suit brought by either CVAG or DISTRICT against the other party by reason of any breach on the part of the other party of any of the covenants and agreements set forth in this Agreement, or any other dispute between the DISTRICT and CVAG concerning this Agreement, the prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the other party all costs and expenses or claims, including but not limited to, attorneys' fees and expert witness fees. This section shall survive any termination of this Agreement.

5. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6. This Agreement is to be construed in accordance with the laws of the State of California.

7. Neither CVAG nor DISTRICT shall assign this Agreement without the written consent of the other party.

8. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

9. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY REGIONAL PARK
OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Grants and Contracts Services

COACHELLA VALLEY ASSOCIATION AND
OF GOVERNMENTS
73-710 Fred Waring Drive, Ste. 200
Palm Desert, CA 92260

10. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

11. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

12. Any waiver by either party of any breach by the other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of one party to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping either party from enforcing this Agreement.

13. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement

on _____
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RECOMMENDED FOR APPROVAL:

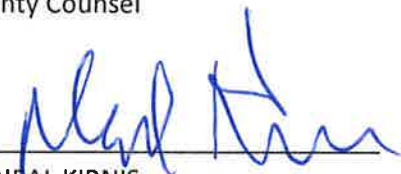
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

By: _____
SCOTT BANGLE
General Manger

By: _____
JOHN BENOIT, Chairman
Riverside County Regional Park and
Open-Space District Board of Directors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By: 
NEAL KIPNIS
Deputy County Counsel

ATTEST:

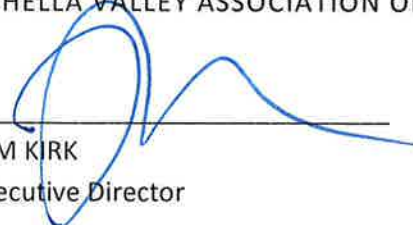
KECIA HARPER-IHEM
Clerk of the Board

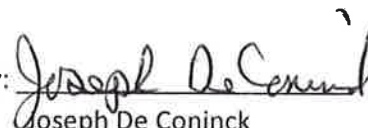
By: _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: 
TOM KIRK
Executive Director

By: 
Joseph De Coninck
Chair

APPROVED AS TO FORM:

By: 
TONI EGGEBRAATEN
CVAG Attorney

Exhibit "A"

Scope of Work:

The following scope of work is preliminary depending on final negotiations and discussions with the selected consultant and participants.

Task 1. Project Initiation

The deliverables are: 1) a signed contract with a firm(s) to complete the work plan; and 2) the record of decisions/minutes from the Kick-off Meeting, which may include modifications to the work plan and/or schedule.

Task 2: Data Collection and Field Survey

The deliverable is a Data Collection Report that presents the results of all tasks listed below.

The report will include a working alignment, maps, photographs, and an analysis of the data collected. The findings of the report will be incorporated in the Project Master Plan.

Task 3: Project Design Elements

The deliverable is a Design Elements Report that will summarize the results of the tasks listed below. The findings of the report will be incorporated in the Project Master Plan.

Task 4: Public Outreach/Participatory Planning

The deliverable will be a Public Outreach Summary Report, which is described in more detail below. The findings of the report will be incorporated in the Project Master Plan.

Task 5: Preparation of Master Plan

The deliverable will be a Project Master Plan that presents the results of tasks 2-4 above and includes a recommended alignment, preliminary engineering plans, assessment of air quality benefits, programmatic environmental compliance and other elements which are outlined in the tasks below. The Master Plan will enable CVAG to issue an RFP to prepare construction documents and project level environmental compliance, and ultimately to construct the entire Project. Tasks 6 and 7 will constitute addendums to the Master Plan.

Task 6: Develop Coachella Valley NEV Transportation Plan

Development and approval of an NEV Transportation Plan for the Coachella Valley is necessary, is required per California statute prior to construction of the proposed Parkway 1e11 Project. Assembly Bill (AB) 31 authorizes Riverside County jurisdictions to develop NEV Transportation Plans. The legislation establishes the requisite components and the process for approval of an NEV Plan. Some of the NEV Plan elements will developed as part of the Project Master Plan. A draft Coachella Valley NEV Transportation Plan will be developed for submission to requisite reviewers. The schedule assumes 4 months to complete a Draft NEV Transportation Plan that is approved by CVAG, and another 4 months to process the NEV Plan through requisite reviews and approvals. The NEV Transportation Plan will be an addendum to the Project Master Plan.

Task 7: Project Level Plans for Early Action Sections

Project level plans and environmental compliance documents will be prepared for Project sections identified ~~has~~ having few constraints. Existing and previously planned sections of bike trail along the Project corridor are expected to have few constraints to retrofitting them to accommodate NEVs. The working alignment of the Parkway Project includes approximately 8 miles of existing bike trail. An additional 3 miles of bike trail is already planned, and partially funded, along the Whitewater in Cathedral City. Other sections without existing or planned facilities may also be identified for early action. The project level plans and environmental documents will constitute an addendum to the Project Master Plan.

Work Timeline:

Work on PROJECT is expected to start in December 2012 or January 2013, depending on execution of agreements and contracts. (see attached Timeline)

Task 1: Months 0 to 3

Task 2: Months 2 to 8

Task 3: Months 3 to 9

Task 4: Months 4 to 18

Task 5: Months 16 to 22

Task 6: Months 22 to 30

Task 7: Months 20 to 36

Budget:

The budget outlined below is preliminary subject to change pending negotiations and finalization of contracts with consultants.

Task 1: \$ 41,095

Task 2: \$255,012

Task 3: \$237,984

Task 4: \$241,935

Task 5: \$403,310

Task 6: \$125,237

Task 7: \$531,261

Total: \$1,835,834

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1		Project Initiation	3.2 mons	Wed 1/2/13	Mon 4/1/13			Jan	Feb	Mar	Apr
2		Data Collection & Field Survey	7.5 mons	Mon 2/4/13	Fri 8/30/13			May	Jun	Jul	Aug
3		Project Design Elements	7.6 mons	Fri 3/1/13	Mon 9/30/13			Sep	Oct	Nov	Dec
4		Public Outreach/Participatory Planning	16.35 mons	Mon 4/1/13	Tue 7/1/14			Jan	Feb	Mar	Apr
5		Preparation of Master Plan	7.7 mons	Tue 4/1/14	Fri 10/31/14			May	Jun	Jul	Aug
6		NEV Transportation Plan	9.75 mons	Wed 10/1/14	Tue 6/30/15			Sep	Oct	Nov	Dec
7		Early Action Sections	19.65 mons	Tue 7/1/14	Thu 12/31/15			Jan	Feb	Mar	Apr

Project: RivCo Parks Timeline
Date: Wed 9/12/12

Task Split Milestone Summary

Project Summary External Tasks External Milestone Inactive Task

Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only

Deadline Progress

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