

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



ITEM  
3.17  
(ID # 3085)

**MEETING DATE:**

Tuesday, January 31, 2017

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:


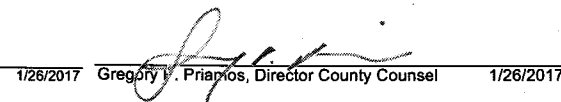
**SUBJECT:** PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC): Approve a Collection Agreement with the US Department of Agriculture (USDA), Forest Service, OMB 0596-0217, FS-1500-11. [District 1]; [\$68,852, 100% PSEC Operations]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the attached collection agreement with the US Department of Agriculture (USDA) Forest Service; and
2. Authorize the Chief Information Officer (or designee) and Chairman of the PSEC Steering Committee to jointly sign County Counsel-approved related amendments that do not alter dollar amount authorized or make only non-substantive changes to the Collection Agreement.

**ACTION: Policy**

 Steve Reneker, Chief Information Officer 12/28/2016  Neal R. Kipnis, Deputy County Counsel IV 1/25/2017  Chad Ashbaugh, Chairman of the PSEC Steering Committee 1/26/2017

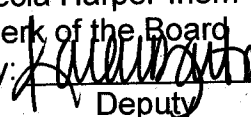
 Jennifer Sargent, Principal Management Analyst 1/26/2017  Gregory V. Priarios, Director County Counsel 1/26/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 31, 2017  
xc: RCIT-PSEC

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 68,852	\$ 0	\$ 68,852	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 45520, RCIT PSEC Operations ISF100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 16/17	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

Through a Special Use Permit granted by the US Department of Agriculture Forest Service (USDA), Public Safety Enterprise Communications (PSEC) was given permission to build the El Cariso radio site on USDA property. Construction was required to install an underground electrical feed and, unfortunately, the construction damaged the asphalt on the Long Canyon Road. Subsequently, repairs were made to the road, but not to the satisfaction of the USDA and efforts to address USDA's concerns were unsuccessful.

USDA has since decided to commence a road maintenance/refurbishing project on a two mile stretch of Long Canyon Road, which includes the section at issue. USDA requested that PSEC contribute \$68,852 toward the project to resolve the damaged section; staff recommends approval of this contribution, at this time. Through the proposed Collection Agreement, the Federal Highway Administration (FHWA) will execute and administer the road maintenance project and PSEC will provide \$68,852 for corrective measures.

**Impact on Citizens and Businesses**

Long Canyon Road is located in Orange County, California. It is located within the Trabuco Ranger District of the Cleveland National Forest, forming a continuous loop with North Main Divide Road to California State Highway 74 (Ortega Highway). The road provides access for emergency fire suppression crews and law enforcement personnel, the Los Pinos Conservation Camp and several private residences.



FS Agreement No. 17-CO-11050200-016

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**COUNTY OF RIVERSIDE**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**CLEVELAND NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the County of Riverside, hereinafter referred to as "County", and the United States Department of Agriculture (USDA), Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended by P.L. 104-127.

Background: Under Special Use Permit for the Public Safety Enterprise Communications Project (PSEC), the County made alterations to Long Canyon Road to install electrical conduit to provide power for their newly constructed El Cariso Communications Site. Road repairs to correct the alterations were not completed. This agreement will provide funding to complete the repairs. The U.S. Forest Service will partner these funds with other federal funds to completely recondition a two-mile portion of Long Canyon Road, which includes the portion impacted by the County's project. The Federal Highway Administration (FHWA) will be granted full authorization from the U.S. Forest Service to administer and execute the road maintenance contract, including the expenditure of funds received from the County through this agreement.

Long Canyon Road is located in Orange County, California. It is located within the Trabuco Ranger District of the Cleveland National Forest forming a continuous loop with North Main Divide Road to California State Highway 74 (Ortega Highway). The roads provide critical access to developed recreation areas including campgrounds, hiking trailheads and 4x4 truck trails. The road also provides access for emergency fire suppression crews and law enforcement personnel, the Los Pinos Conservation Camp, and several private residences.

Long Canyon Road is considered a main arterial road and is comprised of three distinct segments totaling approximately 3.57 miles. North Main Divide Road continues from the junction with Long Canyon totaling approximately 4.13 miles. The roadway segments vary in width and surfacing type and are distinguished as follows:

- Segment 1 – Hwy 74 to Los Pinos: Asphalt pavement, 22' average width
- Segment 2 – Los Pinos to Blue Jay Campground: Asphalt/chip seal/gravel, 12' average width
- Segment 3 – Blue Jay Campground to Junction: Chip seal, 12 – 17' width
- North Main Divide – Junction to Hwy 74: Chip seal, 17' – 22' width

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Funding from this project will be used on Segment 2, which is the segment that was impacted by the County's construction project.

Title: Long Canyon Road Repairs, Trabuco Ranger District

- I. **PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the County to the U.S. Forest Service to fund road repairs to segment 2 of Long Canyon Road. This section of the road begins at the junction of Long Canyon Road and the El Cariso Hotshot Camp and extends 0.8 mile northwest to San Juan Trailhead. Work will include pulverization of the existing surface, roadway reconditioning, placement of aggregate base, and placement of asphalt surface treatment or asphalt overlay. Improvements will be designed and implemented in accordance with AASHTO and Federal Lands Highway (FLH) design standards.

**II. THE COUNTY SHALL:**

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. ADVANCE BILLING. The maximum total cost liability to the The County for this agreement is \$ \$68,852.00. The U.S. Forest Service shall bill the County prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of 0% percent.

Billing Method: A single lump sum advance bill.

Billing must be sent to:

Marianne Crane-
County of Riverside
Riverside County Information Technology / PSEC
7195 Alessandro Blvd.
Riverside, CA 92506



The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by the County.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- B. Perform in accordance with the attached Financial Plan. See Attachment A.
- C. Attend field reviews and meetings with FHWA.
- D. Review the plans and specifications at each phase of the design and provide project development support.
- E. In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.
- F. Provide overall direction regarding U.S. Forest Service policy and administration for the project and concur with the final plans and specifications.
- G. Provide a fire plan for incorporation into the Special Contract Requirements.
- H. Provide the completed NEPA decision document (Categorical Exclusion) and verify adherence to environmental documents.
- I. If required, collaborate with FHWA, Orange County, or other agencies.
- J. Develop a public information program in coordination with FHWA, and Orange County, as required.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Marianne Crane 7195 Alessandro Blvd. Riverside, CA 92506 Telephone: 951-955-0570 FAX: 951-955-0603 Email: Marianne.Crane@RivCoIT.org	Jose Ruiz 3133 Mission Inn Ave Riverside, CA 92507 Telephone: 951-955-5746 FAX: 951-955-4837 Email: JRuiz@riverside.ca.us



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Jake Rodriguez 1147 E. Sixth St. Corona, CA 92879 Telephone: 951-736-1811 ext. 73275 FAX: 951-736-3002 Email: jfrodriguez@fs.fed.us	Stephanie Saelzler 602 S. Tippecanoe Ave San Bernardino, CA 92408 Telephone: 909-382-2959 FAX: n/a Email: ssaetzler@fs.fed.us

B. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the County, authorized for use for a new agreement by the County, or waived by the County. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by the County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the County.

C. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

E. **ENDORSEMENT.** Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.

F. **NOTICES.** Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the County's address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. PROPERTY IMPROVEMENTS. Improvements placed by the County on National Forest System land at the direction or with the approval of the U.S. Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- H. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the County's contributions shall become the property of the U.S. Forest Service.
- I. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- J. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- K. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through September 30, 2019 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



*[Signature]*  
 \_\_\_\_\_  
 JOHN C. BENNETT, CHAIRMAN, BOARD OF SUPERVISORS  
 County of Riverside  
 JOHN TAVAGLIONE  
 Date JAN 31 2017

*[Signature]*  
 \_\_\_\_\_  
 WILLIAM METZ, FOREST SUPERVISOR  
 U.S. Forest Service, Cleveland National Forest  
 Date 12/2/16

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]*  
 NEAL R. KIPNIS  
 DATE 1/17

The authority and format of this agreement have been reviewed and approved for signature.

*[Signature]*  
 \_\_\_\_\_  
 KAREN MCWILLIAMS  
 U.S. Forest Service Grants Management Specialist  
 Date 11-21-16

Per FSH 1909.13, Chapter 40: Overhead Assessment, Amendment No. 1909 13-2013-3, 40.7: The work is under the authority of the Cooperative Funds Act of June 30, 1914 which doesn't require an assessment and is on National Forest Land.

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 BY: *[Signature]*  
 DEPUTY

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Forest Service Agreement # 17-CO-11050200-016

Cooperator Agreement #

**Collection Agreement Financial Plan**

Attachment A

**Cooperator and FS Contributions**

<b>COST ELEMENTS and related data</b>			<b>Cooperator Contribution</b>	<b>FS Non-Cash Contribution</b>	
<b>Line Item Cost Subtotals</b>			<b>Subtotal</b>	<b>Subtotal</b>	<b>Combined Subtotals</b>
<b>PERSONNEL</b>					
<b>Resource Specialists (List all personnel):</b>	<b># of Days</b>	<b>\$/Day</b>			
Forest Engineer	3.00	\$405.00		\$1,215.00	\$1,215.00
Road Engineer	5.00	\$325.00		\$1,625.00	\$1,625.00
Civil Engineer	4.00	\$360.00		\$1,440.00	\$1,440.00
District Recreation & Lands Officer	5.00	\$375.00		\$1,875.00	\$1,875.00
				\$0.00	\$0.00
<b>Subtotal, Personnel:</b>	<b>17.00</b>		<b>\$0.00</b>	<b>\$6,155.00</b>	<b>\$6,155.00</b>
<b>TRAVEL</b>					
<b>Explanation of trips:</b>	<b>Vehicle Mileage Cost or Airfare Cost</b>	<b># of Trips</b>	<b>PerDiem and Lodging</b>		
From Where/To Where/For Whom					
Supervisor's Office to Project Site	43.20	10		\$432.00	\$432.00
District Office to Project Site	22.00	5		\$110.00	\$110.00
				\$0.00	\$0.00
<b>Subtotal, Travel:</b>	<b>65.2</b>	<b>15</b>		<b>\$542.00</b>	<b>\$542.00</b>
<b>EQUIPMENT</b>					
<b>Name and Type of Equipment:</b>	<b>Unit Cost</b>	<b>Quantity</b>			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
<b>Subtotal, Equipment:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>					
<b>Name and Type of Supplies:</b>	<b>Unit Cost</b>	<b>Quantity</b>			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
<b>Subtotal, Supplies:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



CONTRACTUAL				
<b>Describe Contracts that will most likely result from this project:</b>				
Road Pulverization -Recondition road, saw cut pulverize & mix with	\$21,000.00			\$21,000.00
Chip Seal, Materials, Mobilization, and Engineering	\$47,852.00			\$47,852.00
				\$0.00
<b>Subtotal, Contractual:</b>	<b>\$68,852.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$68,852.00</b>
OTHER				
<b>Describe Other Costs of the Project:</b>				
				\$0.00
				\$0.00
				\$0.00
<b>Subtotal, Other:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>	<b>\$68,852.00</b>	<b>\$6,697.00</b>		
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	8.0%		
<b>Total Party Costs</b>	<b>\$68,852.00</b>	<b>\$6,697.00</b>		<b>\$75,549.00</b>
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES			Cooperator Contribution	
<b>TOTAL CHARGES</b>				
				<b>\$0.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	8.0%		<b>\$0.00</b>
<b>Total Pass-Through Costs</b>				<b>\$0.00</b>
<b>TOTAL PROJECT COSTS</b>				<b>\$75,549.00</b>

Burden Statement

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