

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	June 13, 2007
TO:	Riverside County Transportation Commission
FROM:	Cathy Bechtel, Project Development Director Mark Massman, Bechtel Project Manager Gustavo Quintero, Bechtel Project Coordinator
THROUGH:	Eric Haley, Executive Director
SUBJECT:	Execution of Collection Agreement on Behalf of Riverside Orange Corridor Authority Between Riverside County Transportation Commission and USDA Forest Service, Cleveland National Forest for the Proposed Irvine-Corona Expressway Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 07-65-157-00, on behalf of Riverside Orange Corridor Authority (ROCA), between the Commission and USDA Forest Service, Cleveland National Forest and based on the attached collection agreement for a total not to exceed amount of \$163,568;
- 2) Authorize the Chair, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or his designee to approve contingency work as may be required for the project.

BACKGROUND INFORMATION:

In 2006, the Commission executed a cooperative agreement with the Orange County Transportation Authority (OCTA) and the Foothill/Eastern Transportation Corridor Agency (F/E TCA) to develop and manage geotechnical feasibility studies for a potential transportation and utility corridor linking Riverside and Orange Counties. The purpose of the agreement is to jointly exercise the common powers of its parties as the "ROCA". The Commission is charged with administering the cooperative agreement and is responsible for the receipt and expenditure of federal and state funds to accomplish the geotechnical studies.

This project was named in Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) as a high priority project and received earmarks totaling \$15.8 million to "study and construct highway alternatives between Orange and Riverside Counties, directed by the ROCA

working with local government agencies, local transportation authorities, and guided by the current Major Investment Study.” The first two years of available funding have been obligated totaling \$5,426,502; the balance will be available over the next couple of years.

On January 26, 2007, the Commission submitted a special use permit application to USDA Forest Service, Cleveland National Forest (Forest Service) to conduct supplemental geotechnical field exploration, testing services, and technical evaluations for the proposed Irvine-Corona Expressway. The Forest Service is responsible to ensure that adequate environmental studies, analysis, and documentation are completed in accordance with the National Environmental Policy Act (NEPA), before implementation of the supplemental geotechnical testing and evaluation.

A collection agreement is needed to fund Forest Service staff, special use administration, overhead, and consultant time required to review the proposal and application for the project. The cost, as estimated by the Forest Service staff, is \$163,568. This estimate may be adjusted up or down depending on the accessibility and the existing natural environment at the five boring locations.

It is anticipated that the special use permit will be issued by fall of 2007. The feasibility study and final report will be completed approximately 12 months after receipt of the permit.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2007/08	Amount:	\$163,568
Source of Funds:	SAFETEA-LU			Budget Adjustment:	No
GLA No.:	106 65 81501 P2310				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	6/5/2007

Attachment: Collection Agreement

COLLECTION AGREEMENT
Between
USDA FOREST SERVICE, CLEVELAND NATIONAL FOREST
and the
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Cleveland National Forest, hereinafter referred to as the "Forest Service", and the Riverside County Transportation Commission, hereinafter referred to as the "Cooperator" under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498).

A. PURPOSE:

The Cooperator has submitted a proposal for a Special Use Authorization to conduct economic feasibility geo-technical and groundwater studies and monitoring activities on the Cleveland National Forest, Trabuco Ranger District, in the Counties of Orange and Riverside, California, hereinafter referred to as the "Project". The purpose of this COLLECTION AGREEMENT is to fund Forest Service staff, special use administration, overhead, and consultant time required to review the proposal and application for the Project, perform and review National Environmental Policy Act (NEPA) documentation and associated environmental and technical studies and analyses, to administer any related Special Use Authorization(s), and to monitor the Project and review the resulting data. The Cooperator voluntarily contributes monies to fund personnel to perform the above listed activities.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

The Forest Service is responsible to ensure that adequate environmental studies, analysis, and documentation are completed in accordance with NEPA, before implementation of the Project. Therefore, the Forest Service will complete or review all NEPA related studies and documentation. The Cooperator must meet the NEPA requirements, as they apply to the Project, prior to consideration for issuance of the Special Use Authorization(s).

The Cooperator has critical timelines for completion of the Project and will, therefore, benefit from the Forest Service adjusting priorities, workloads, and personnel in an attempt to meet these timelines. The Cooperator will further benefit from the expertise of Forest Service administrators and specialists in adhering to regulation and policy pertaining to pursuit of the Special Use Authorization(s). The Forest Service will benefit by receiving funding to produce relevant documentation, studies and analysis, perform reviews, complete NEPA

documentation, issue a decision, and if appropriate, issue and administer the Special Use Authorization(s) for the Project.

C. FOREST SERVICE SHALL:

1. Review the Cooperator's proposal for Special Use Authorization and initiate environmental analysis for the Project under NEPA Regulations. The Forest Service administrative and specialists cost estimates are displayed in Exhibit A.
2. Receive from Cooperator all documents, including, but not limited to field survey documents, initial studies from contracted work on plants, wildlife, archaeology, and public responses to the Project (if applicable). Forest Service specialists will review and, if adequate, approve applicable documents.
3. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which they were contributed, including related overhead expenses.
4. A Forest Service representative will attend Cooperator-scheduled public and committee meetings, as well as meetings with the consultant(s) for this project, when appropriate.
5. Issue Bill of Collection to the Cooperator immediately for **\$163,568** to complete analysis and administer and monitor the Project, after approval. The billing includes a 13% burden rate. When significant changes in Project activities occur, the Forest Service shall revise its work program and related costs and submit to Cooperator for appropriate action as provided for in this agreement.
6. Upon receipt of payment from the Cooperator, perform the mutually agreed-upon work as described in this COLLECTION AGREEMENT.
7. Deliver to the Cooperator, within ninety days after the end of each fiscal year (September 30), a detailed accounting report documenting all cost charged to the Cooperator's contributions pursuant to this agreement. If the Cooperator does not question, in writing, this accounting within ninety days of its delivery, it shall be deemed accepted and correct.

D. COOPERATOR:

1. Provide the Forest Service all relevant documents, which the Cooperator possesses or can obtain, and are necessary for analysis, review, and approval of the project. Provide meeting schedules where Forest Service presence is necessary.
2. Make voluntary advance payment of **\$163,568**, as requested by the Forest Service to cover the cost of mutually agreed-upon work. The estimated amount of work to be accomplished under this agreement is described in Exhibit A, attached hereto, and incorporated herein by reference. It also specifies the estimated cost of such work. Amounts shown in Exhibit A include Forest Service administration costs.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER The Cooperator shall furnish their tax identification number upon execution of this instrument.
2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Any material modifications to this Collection Agreement shall, as applicable, be submitted to the Cooperator for approval. The Forest Service is not obligated to provide services for any changes not properly approved in advance.
4. ACCESS TO RECORDS. The Forest Service or Comptroller General, through any authorized representative, may have access to and the right to examine all books, papers, or documents related to this instrument.
5. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the Cooperator or authorized for use for new projects by the Cooperator. The Forest Service shall provide documentation of actual expenses annually.
6. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the Cooperator to any share

or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

7. LEGAL AUTHORITY. The Cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

8. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

9. RESTRICTION FOR DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.

10. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and expires January 1, 2009.

11. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, upon sixty (60) days written notice to the other party. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective date of termination.

12. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Keith W. Fletcher	Cathy Bechtel
District Ranger	Project Development Director
Corona Ranger Station 1147 E. Sixth Street	4080 Lemon Street Third Floor Post Office Box 12008
Corona, CA 92879	Riverside, CA 92502
Phone: (951) 736-1811	Phone: (951) 787-7141
FAX: (951) 736-3002	FAX: (951) 787-7920
E-Mail: kwfletcher@fs.fed.us	E-Mail: cbechtel@rctc.org
Bonnie Harris, Grants and Agreements Coordinator bharris@fs.fed.us 626-574 5246 FAX 626 574 5363	

13. ADVANCE BILLING. The Forest Service will bill the Cooperator prior to commencement of work for a deposit sufficient to cover all estimated costs (including overhead) for **\$163,568**. Burden rate will be assessed at the rate of 13%.

Billings shall be sent to: Riverside County Transportation Commission
4080 Lemon Street, Third Floor
Riverside, CA 92592
Attn: Accounts Payable

If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States, including conditions specified in associated payment bonds guaranteeing such payments.

14. ENDORSEMENT. Any Cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.

Terry Henderson, Chair
Riverside County Transportation Commission

Date

Forest Supervisor
Region 5, Cleveland National Forest

Date

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
General Counsel

Forest Service Use

Job Code: _____

EXHIBIT A
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 ECONOMIC FEASIBILITY
 GEOTECHNICAL AND HYDROLOGICAL STUDIES
 FOREST SERVICE COST ESTIMATE

SPECIALIST	Days	COST PER DAY	TOTAL
Project Manager	80	\$300	\$ 24,000
Special Projects Manager	10	\$351	\$ 3,510
NEPA Specialist	10	\$222	\$ 2,220
Hydrologist / Soils	20	\$558	\$ 11,160
Wildlife Biologist	20	\$280	\$ 5,600
Botanist	20	\$279	\$ 5,580
Heritage Resources	20	\$390	\$ 7,800
Geotechnical Engineer	20	\$386	\$ 7,720
Geologist	20	\$468	\$ 9,360
Fire Mgmt.	20	\$305	\$ 6,100
Lands Specialist	20	\$335	\$ 6,700
Mileage	20,000	\$ 0.50	\$ 10,000
Hot Shot Crew	10	\$3,900	\$ 39,000
crew transport	4,000	\$1.50	\$ 6,000
SUB-TOTAL			\$ 44,750
Burden		13%	\$ 18,818
TOTAL			\$163,568

Additional travel expenses may need to be added.