

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS
 REGIONAL PARK AND OPEN SPACE DISTRICT
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 October 15, 2015

SUBJECT: Approval of Agreement by and between County of Riverside (TLMA) and Riverside County Regional Park and Open-Space District for Crestmore Manor Parking Lot Resurfacing Improvements; CEQA Exempt; District 2; Park Acq & Dev, District – Fund 33100 [\$50,312]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Agreement for Parking Lot Resurfacing Improvements is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(c);
2. Approve the Agreement by and between County of Riverside And Riverside County Regional Park and Open-Space District for Crestmore Manor Parking Lot Resurfacing Improvements and authorize the Chairman of the Board to execute the Agreement on behalf of the District;
3. Authorize the General Manager to execute any ministerial changes to the Agreement;

BACKGROUND:

Summary

(Continued on page 2)

Scott Bangle
 General Manager

2016-017D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,312	\$ 0	\$ 50,312	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Park Acq & Dev, District - Fund 33100

Budget Adjustment: NO

For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:

Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

- ☐ A-30
☐ 4/5 Vote
☐ Positions Added
☐ Change Order

Prev. Agn. Ref.: 6/16/15 M.O. 3.57

District: 2

Agenda Number:

13-2

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Approval of Agreement by and between County of Riverside (TLMA) and Riverside County Regional Park and Open-Space District for Crestmore Manor Parking Lot Resurfacing Improvements; CEQA Exempt; District 2; Park Acq & Dev, District – Fund 33100 [\$50,312]

DATE: October 15, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (continued)

4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) workings days of approval by this Board; and
5. Direct the Clerk of the Board to return three (3) copies of the executed Agreement to the District.

BACKGROUND:

Summary (continued)

The Riverside County Regional Park and Open-Space District desires to improve the parking lot and access drive at Crestmore Manor (Park District headquarters) by application of a seal coat to extend the life of the pavement and improve the overall appearance of the site. The seal coat will cover approximately 10,300 square yards of asphalt pavement. Additional improvements include new striping, pavement markings and accessible parking pavement markings. A small area of failed asphalt pavement will also be removed and replaced.

The Park District is contracting with the County of Riverside TLMA to complete this improvement project as part of a larger county wide project. The District and the County desire to enter into this agreement to provide the terms and conditions for the minor paving improvements and maintenance to be made, including the payment terms for the District to pay the County.

CEQA Information

The Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301(c). See attached Notice of Exemption for further details.

Impact on Citizens and Businesses

Proper maintenance of County and District facilities is required to maintain the positive image, extend the life span, and provide desired amenities to the local community.

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Approval of Agreement by and between County of Riverside (TLMA) and Riverside County Regional Park and Open-Space District for Crestmore Manor Parking Lot Resurfacing Improvements; CEQA Exempt; District 2; Park Acq & Dev, District – Fund 33100 [\$50,312]

DATE: October 15, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

County of Riverside TLMA, in cooperation with Parks District, included the proposed Crestmore Manor Resurfacing improvements as an Alternate Bid Item in its "Slurry Seal Project, District 1 and District 3" that was approved for bid on June 16, 2015 by minute order 3.57, COUNTY Board of Supervisors. On July 15, 2015 bids were received by TLMA. Pavement Coating Company of Jurupa Valley was the project low bidder and their bid of \$45,812.00 for the Crestmore Manor Resurfacing Alternate Bid Item is acceptable to Parks District. Parks District will pay additional \$4,500 to Transportation Department to administer the improvement project.

Attachments:

- Agreement by and between County of Riverside and Riverside County Regional Park and Open-Space District for Crestmore Manor Parking Lot Resurfacing Improvements
- CEQA Notice of Exemption

**AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
FOR
CRESTMORE MANOR PARKING LOT RESURFACING IMPROVEMENTS**

This Agreement is entered into this _____ day of _____, 2015, by and between the County of Riverside through its Transportation Department, a political subdivision of the State of California (hereinafter "COUNTY"), and the Riverside County Regional Park and Open-Space District, a special district, (hereinafter "PARK DISTRICT") to define the terms and conditions under which the parties will cooperatively complete the parking lot resurfacing improvements at Crestmore Manor, located in the City of Jurupa Valley (hereinafter "CRESTMORE MANOR RESURFACING").

RECITALS

- A. Crestmore Manor, located at 4600 Crestmore Road, in the City of Jurupa Valley is a historic landmark owned by Riverside County Regional Park and Open-Space District and serves as a venue for special events such as weddings, anniversaries and corporate/business training programs.
- B. PARK DISTRICT desires to improve the parking lot and access drive by application of a seal coat to extend the life of the pavement and improve the overall appearance of the site. The seal coat will cover approximately 10,300 square yards of asphalt pavement. Additional improvements include new striping, pavement markings and accessible parking pavement markings. A small area of failed asphalt pavement will also be removed and replaced.
- C. A Vicinity/Project Map showing the CRESTMORE MANOR RESURFACING improvements is provided herewith as "Exhibit A" attached hereto and by this reference incorporated herein.
- D. COUNTY, in cooperation with DISTRICT, included the proposed CRESTMORE MANOR RESURFACING improvements as an Alternate Bid Item in its "Slurry Seal Project, District 1 and District 3" that was approved for bid on June 16, 2015 by minute order 3.57, COUNTY Board of Supervisors.
- E. On July 15, 2015 bids were received by COUNTY. Pavement Coating Company of Jurupa Valley was the project low bidder and their bid of \$45,812.00 for the CRESTMORE MANOR RESURFACING Alternate Bid Item is acceptable to PARK DISTRICT.
- F. The COUNTY through its Transportation Department will provide support services including Construction Inspection and Materials Testing services.

G. PARK DISTRICT will reimburse COUNTY for items specified in the Alternate Bid Item and for these support services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

PARK DISTRICT AGREES:

1. To fund one hundred percent (100%) of the cost of construction and administering a public works construction contract necessary to construct CRESTMORE MANOR RESURFACING improvements. The estimated cost for CRESTMORE MANOR RESURFACING improvements is provided in Exhibit "B" attached hereto and incorporated herein by reference. PARK DISTRICT agrees to reimburse the COUNTY the sum not to exceed fifty thousand three hundred and twelve dollars (\$50,312). PARK DISTRICT agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", PARK DISTRICT will in good faith consider an amendment to this Agreement to include any such costs under this Agreement.
2. To provide oversight and support of the work necessary to complete the CRESTMORE MANOR RESURFACING improvements and to perform reviews at appropriate stages of development.
3. To pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY for the CRESTMORE MANOR RESURFACING.

COUNTY AGREES:

1. To act as lead on behalf of the PARK DISTRICT for the overall development and implementation of CRESTMORE MANOR RESURFACING. COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of CRESTMORE MANOR RESURFACING. Nothing in this agreement is intended to commit COUNTY to provide funding to continue with CRESTMORE MANOR RESURFACING if funds are not available.
2. To administer a public works contract for the construction of CRESTMORE MANOR RESURFACING in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code.
3. To construct CRESTMORE MANOR RESURFACING in accordance with approved PS&E documents.

4. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid amount for CRESTMORE MANOR RESURFACING improvements to PARK DISTRICT for review and approval prior to final authorization by COUNTY.
5. To furnish PARK DISTRICT with redlined as-built plans and all contract records within ninety days following the completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract.
6. To furnish PARK DISTRICT a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract. If final construction costs associated with the CRESTMORE MANOR RESURFACING improvements are in excess of payments received, COUNTY shall include a final bill with the financial reconciliation. If final construction costs associated with the CRESTMORE MANOR RESURFACING improvements are less than the payments received COUNTY shall include a reimbursement for the difference with the financial reconciliation.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost of CRESTMORE MANOR RESURFACING improvements is estimated to be \$50,312.00 as detailed in Exhibit "B".
2. COUNTY is not obligated to proceed with construction unless adequate funding is identified and appropriated.
3. Construction by COUNTY of improvements referred to herein which lie within PARK DISTRICT property will not require an Encroachment Permit to COUNTY or COUNTY'S contractor.
4. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements, construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name PARK DISTRICT, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
5. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will

1 automatically be vested with the jurisdiction in which the improvements reside and no further agreement
2 will be necessary to transfer ownership.

3 6. PARK DISTRICT shall be responsible for any maintenance of the improvements provided by
4 CRESTMORE MANOR RESURFACING.

5 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
6 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
7 party hereto.

8 8. PARK DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years
9 beginning on the date of final payment, all records and accounts relating to "Slurry Seal Project, District 1
10 and District 3", including the CRESTMORE MANOR RESURFACING improvements.

11 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
12 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
13 with any work, authority or jurisdiction delegated to PARK DISTRICT under this Agreement. It is further
14 agreed that pursuant to Government Code Section 895.4, PARK DISTRICT shall fully indemnify and hold
15 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
16 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
17 with any work, authority or jurisdiction delegated to PARK DISTRICT under this Agreement.

18 10. Neither PARK DISTRICT nor any officer or employee thereof shall be responsible for any damage or
19 liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection
20 with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed
21 that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold PARK
22 DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
23 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
24 work, authority or jurisdiction delegated to COUNTY under this Agreement.

25 11. This Agreement and the exhibits herein contain the entire agreement between the parties, and are
26 intended by the parties to completely state the agreement in full. Any agreement or representation
27 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set
28 forth in this Agreement, is null and void.

29 12. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third

parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of trails different from the standard of care imposed by law.

13. This Agreement shall be terminate 3 months after the filing of a Notice of Completion for the "Slurry Seal Project, District 1 and District 3", including the CRESTMORE MANOR RESURFACING improvements or upon mutual agreements of the parties except the indemnifications shall survive until the statute of limitations shall have expired for any such claims.

14. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

To COUNTY: Riverside County Transportation and Land Management Agency,
Transportation Department
Attention: Juan C. Perez, Director of Transportation and Land Management
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

To PARK DISTRICT: Riverside County Regional Park and Open Space District
Attention: Scott Bangle, General Manager
4600 Crestmore Road
Jurupa Valley, CA 92509
Phone: (951) 955-4310

1 **APPROVALS**

2 **COUNTY** Approvals

3 RECOMMENDED FOR APPROVAL:

4
5
6 _____ Dated: _____

7 JUAN C. PEREZ

8 Director of Transportation and Land Management

9
10 APPROVED AS TO FORM:

11 GREGORY P. PRIAMOS, COUNTY COUNSEL

12
13 _____ Dated: _____

14 Deputy County Counsel

15
16 APPROVAL BY THE BOARD OF SUPERVISORS

17
18
19 _____ Dated: _____

20 PRINTED NAME

21 Chairman, Riverside County Board of Supervisors

22
23 ATTEST:

24
25
26 _____ Dated: _____

27 KECIA HARPER-IHEM

28 Clerk of the Board (SEAL)

PARK DISTRICT Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: 10/20/15

SCOTT BANGLE

General Manager

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

_____ Dated: 10-19-15

SYNTHIA M. GUNZEL
Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS

_____ Dated: _____

PRINTED NAME

Chairman, Board of Directors

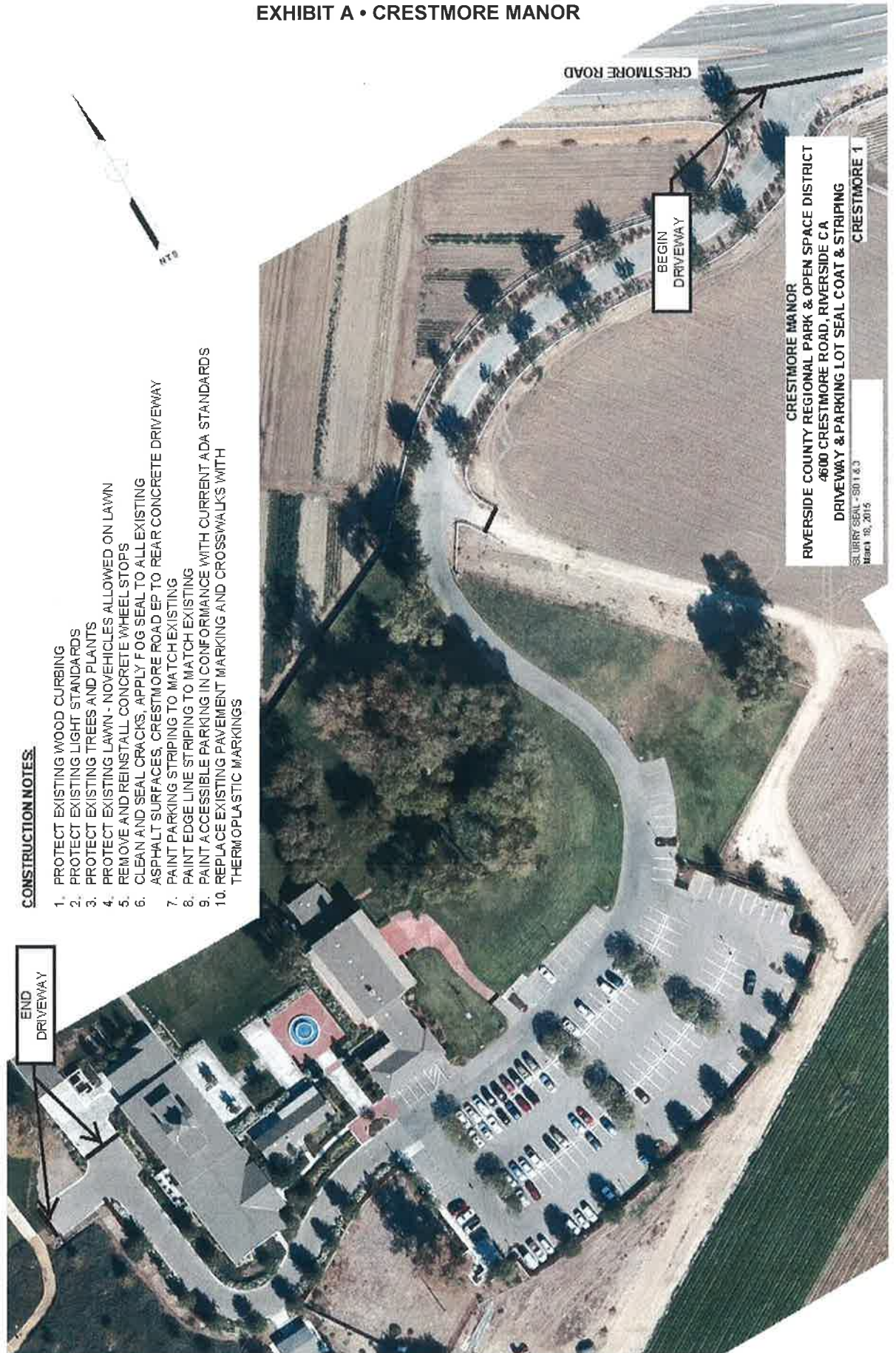
ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

EXHIBIT A • CRESTMORE MANOR



CONSTRUCTION NOTES:

1. PROTECT EXISTING WOOD CURBING
2. PROTECT EXISTING LIGHT STANDARDS
3. PROTECT EXISTING TREES AND PLANTS
4. PROTECT EXISTING LAWN - NO VEHICLES ALLOWED ON LAWN
5. REMOVE AND REINSTALL CONCRETE WHEEL STOPS
6. CLEAN AND SEAL CRACKS, APPLY FOG SEAL TO ALL EXISTING ASPHALT SURFACES, CRESTMORE ROAD EP TO REAR CONCRETE DRIVEWAY
7. PAINT PARKING STRIPING TO MATCH EXISTING
8. PAINT EDGE LINE STRIPING TO MATCH EXISTING
9. PAINT ACCESSIBLE PARKING IN CONFORMANCE WITH CURRENT ADA STANDARDS
10. REPLACE EXISTING PAVEMENT MARKING AND CROSSWALKS WITH THERMOPLASTIC MARKINGS

EXHIBIT B • CRESTMORE MANOR RESURFACING BUDGET

Project Estimated Cost		
	Project Development Activities	Total Estimated Project Cost
1.	Construction Engineering/Materials Testing	\$4,500.00
2	Construction	\$45,812.00
Total		\$50,312.00



SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: County Clerk
County of Riverside
4080 Lemon St.
Riverside, CA 92501

FROM: Riverside County Regional
Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

October 29, 2015

Project Name: Agreement by and between County Of Riverside And Riverside County Regional Park And Open Space District for Crestmore Manor Parking Lot Resurfacing Improvements

Project Number: N/A

Project Location: Riverside County Regional Park and Open-Space District Headquarters at Crestmore Manor. 4600 Crestmore Road, Jurupa Valley, Ca.

Description of Project: The project is the preventative maintenance re-surfacing and minor repair of damaged asphalt in the driveway and parking lots areas of the site.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: County of Riverside Transportation and Land Management Agency (TLMA)

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301(c) – Repair and Maintenance of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Reason(s) Why Project is Exempt: The project is exempt from the provisions of CEQA under CEQA Guidelines Section 15301(c) because the project consists of maintenance and repair of existing driveway and parking lot areas and there is to be no expansion of use.

Signed:  Date: 10-21-15

Marc Brewer, Senior Planner



SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County
Regional Park and Open-Space District

MEMORANDUM

DATE: October 21 2015
TO: Mary Ann Meyer
FROM: Jeanne McLeod, Contracts and Grants Analyst
RE: Accounting String for Internal Charges

Please utilize the accounting string below to charge the Park District for any administrative expenses in connection with the attached request:

<u>FUND</u>	<u>DEPTID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>
25400	931200	536780	

Please provide a copy of the posted journal via email to Parks-Finance@rivcoparks.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thanks!

Jeanne McLeod

Contracts and Grants Analyst