

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



ITEM
3.28
(ID # 4774)

MEETING DATE:

Tuesday, September 19, 2017

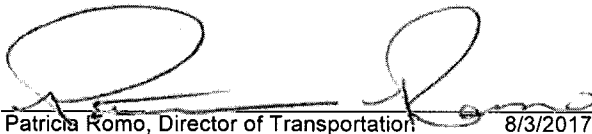
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of Amendment No. 1 to the Federal Funding Cooperative Agreement between the Riverside County Transportation Commission and the County of Riverside, and Approval of the Agreement Between the County of Riverside and the Riverside County Regional Park and Open-Space District, for the Salt Creek Trail Project within the Cities of Menifee and Hemet. 3rd and 5th Districts; [\$6,827,000 total]; Federal Funds 75%, Local Funds 25%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Federal Funding Cooperative Agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside (County) for the Salt Creek Trail Project within the Cities of Menifee and Hemet;
2. Approve the Agreement between the County of Riverside through its Transportation Department and the Riverside County Regional Park and Open-Space District for the Salt Creek Trail Project within the Cities of Menifee and Hemet; and
3. Authorize the Chairman of the Board to execute the same.

ACTION: Policy

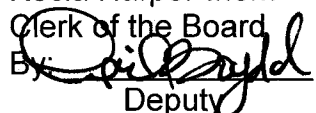


Patricia Romo, Director of Transportation 8/3/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 19, 2017
xc: Transp., Parks

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,673,000	\$ 3,832,000	\$ 6,827,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal - Congestion Mitigation and Air Quality (CMAQ) (75%), Local - Western Trails DIF (25%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19 & 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Salt Creek Trail is a proposed 16-mile multi-purpose regional trail envisioned to serve western Riverside County by providing connections to cities, communities, commercial areas, schools, and recreational facilities from the City of Hemet through the unincorporated community of Winchester and the City of Menifee to the City of Canyon Lake. This trail, generally located along the Salt Creek flood control channel, is part of the Southern California Association of Governments (SCAG) 2035 Bikeway Network as outlined in the 2012-2014 Regional Transportation Plan (RTP) and meets the goals of increasing active transportation and improving bicycle and pedestrian safety.

On July 3, 2012 by Minute Order 13-1, the Riverside County Board of Supervisors (Board) approved the allocation and use of \$400,000 in Western Riverside County Regional Multi-Purpose Trails Development Impact Fee (Western Trails DIF) funds for costs associated with the Salt Creek Trail.

The Riverside County Regional Park and Open-Space District (Park District) and the County of Riverside Transportation Department (Transportation Department) have been working cooperatively toward developing the first phase of the regional Salt Creek Trail facility consisting of two segments within the Cities of Menifee and Hemet (Project). The segment of the Project within the City of Menifee is generally located along the north side of the Salt Creek flood control channel from the intersection of Goetz Road and Canyon Lake Drive to the intersection of Antelope Road and Aldergate Drive. The segment of the Project within the City of Hemet is located in the vicinity of the Salt Creek drainage course, specifically along the north side of Domenigoni Parkway from Sanderson Avenue to State Street, and along the west side of State Street from Domenigoni Parkway to Chambers Street. The proposed Project generally consists of a paved Class I Bike Path (approximately 14' wide) adjacent to a soft surface walking path (approximately 5' wide). There would be opportunities in the future to expand this facility for further uses.

In response to the Riverside County Transportation Commission (RCTC) 2013 Call for Projects, the County submitted the Salt Creek Trail Project, which was selected on a competitive basis by RCTC to receive \$5,090,000 in Congestion Mitigation and Air Quality (CMAQ) funds for the construction of the Project. The Federal Funding Cooperative Agreement between RCTC and the County was approved by the Board on November 4, 2014 by Minute Order 3-38.

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

Upon the initiation of preliminary engineering and environmental work, the County and Park District discovered environmental, floodway and right-of-way impacts that were not foreseen during the preparation of the grant request and which would add significantly to the cost of the Project. The County and RCTC determined that these additional costs could be offset by reducing the limits of the Project's construction from 7 miles to 5 miles and by reducing the required local match for construction funding from \$892,000 to \$64,000. The local match is intended to be funded through the Western Trails Development Impact Fee (DIF) fund. With the noted adjustments, the allocation of CMAQ funds in the amount of \$5,090,000 would remain unchanged and the total construction activity budget would be set at \$5,154,000, see table below under Additional Fiscal Information. Construction would not be performed as part of this Project for that portion located within the City of Hemet between Searl Parkway and Chambers Street. As submitted to the Board for approval, Amendment No. 1 to the Federal Funding Cooperative Agreement between the RCTC and the County of Riverside reflects the changes to the limits of construction and to the local contribution of funds from the original agreement.

As submitted to the Board for approval, the Agreement between the County and the Park District identifies the terms by which the Park District will reimburse the County Transportation Department for an amount not to exceed \$1,737,000 for design and construction administration services for the Project. The services will include preliminary engineering and environmental documentation for the full Project segments in Menifee and Hemet, and final engineering and construction administration for the same Project segments less the portion between Searl Parkway and Chambers Street.

The total estimated Project cost is anticipated to be \$6,827,000 with federal CMAQ funds programmed in the amount of \$5,090,000 and local Western Trails DIF funds programmed in the amount of \$1,737,000. Construction is expected to begin in 2018.

The submitted amendment to the agreement between RCTC and the County, and the agreement between the Park District and the County, have been approved as to form by County Counsel.

There will be a companion item heard today at the meeting of the Board of Directors for the Riverside County Regional Park and Open-Space District for the approval of the agreement with the County and for the allocation of Western Trail DIF funds to the Project.

Project No.: C5-0068, Federal Project No. CML 5956 (241), Salt Creek Trail Project

Environmental Findings

The preparation of environmental documentation will be consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The County is the lead agency for CEQA and, based on delegation by the Federal Highway Administration, the California Department of Transportation (Caltrans) is the lead agency for NEPA. Technical studies assessing the Project's impacts are being prepared. Public outreach meetings will be held during circulation of the environmental document.

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

Impact on Citizens and Businesses

The 16-mile Salt Creek regional trail, when complete, will provide residents with a paved Class I Bike Path from the City of Hemet through the unincorporated community of Winchester and the City of Menifee to the City of Canyon Lake. It will provide the opportunity for expansion of local and regional trail systems, sidewalks, and bike path connections from the trail to surrounding communities, schools, commercial areas and ultimately two key regional recreational facilities at Lake Skinner and Diamond Valley Lake. The trail will provide a new recreational amenity to the area and significantly improve quality-of-life for residents.

SUPPLEMENTAL:

Additional Fiscal Information

The total Project budget is \$6,827,000 with federal CMAQ funds programmed in the amount of \$5,090,000 and local Western Trails DIF funds programmed in the amount of \$1,737,000. Construction will begin in Fiscal Year 2018/2019 and be completed in Fiscal Year 2019/2020.

There are no General Funds used in this Project.

Activity	CMAQ (federal)	Western Trail DIF (local)
Environmental, engineering and surveying	\$0	\$1,673,000
Construction, construction administration and environmental mitigation	\$5,090,000	\$64,000
Total Estimated Project Cost	\$5,090,000	\$1,737,000
	\$6,827,000	

Contract History and Price Reasonableness

N/A


ATTACHMENTS:

- Vicinity Map
- Amendment No. 1 Agreement

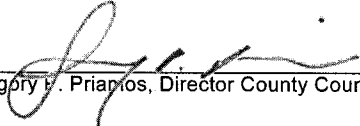
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Marsha Victor, Chief Deputy County Counsel

9/11/2017


Tina Grande, Principal Management Analyst

9/12/2017


Gregory Priantos, Director County Counsel

9/12/2017



MEMORANDUM

RIVERSIDE COUNTY COUNSEL


CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: September 12, 2017
TO: April Boydd, Assistant
Clerk of the Board
FROM: Marsha L. Victor, Chief Deputy
MT ITEM: 4774
AGENDA: September 19, 2017
SUBMITTING DEPT: Transportation – Patricia Romo

Attached please find the following original document(s) for the above-referenced Minute Traq item:

1. Amendment no. 1 to agreement with RCTC for Federal Funding
2. Agreement with Park District for Salt Creek Trail Project

A copy of the form approved documents was uploaded to MT. If there should be any issues, please contact one of the above named individuals from County Counsel or the submitting department.


MLV
Attachment

RECEIVED RIVERSIDE COUNTY
CLERK / BILLING OF SUPERVISORS
2017 SEP 13 AM 11:13

RECEIVED

AUG 07 2017

COUNTY COUNSEL

201711252

MEMORANDUM

To: Marsha Victor
Chief Deputy County Counsel

From: Asia Toki, Secretary I,
TLMA – Transportation Department
astoki@rivco.org

Date: August 07, 2017

Subject: Form-11 Attachments

MT No.: 4774

Gail Lewis

The attachments for the following Form-11 is being submitted for your review and approval as to legal form:

- **Approval of Amendment No. 1 to the Federal Funding Cooperative Agreement between the Riverside County Transportation Commission and the County of Riverside, and Approval of the Agreement Between the County of Riverside and the Riverside County Regional Park and Open-Space District, for the Salt Creek Trail Project within the Cities of Menifee and Hemet. 3rd and 5th Districts; [\$6,827,000 total]; Federal Funds 75%, Local Funds 25%.**

Attached please find the F11 attachments for the above mentioned item. The item is due to the Executive Office by 1:00pm on August 17th for the August 29th Board date. The Project Manager is Cathy Wampler and she may be reached at ext. 5-6803.

Please notify me and Cc: Gail Lewis if you have any questions or when the above mentioned document is ready for pick-up via email, glewis@rivco.org, or phone at ext. 5-6740/5-6880.

Please invoice all project related items to the above Work Order No. provided. Please contact Kathy Nhou at ext. 5-0533 or email at knhou@rivco.org for any billing questions.

Thank you.

FORM APPROVED COUNTY COUNSEL
 BY: Marsha Victor 9/11/17
 MARSHA L. VICTOR DATE

RECEIVED

AUG - 7 2017

COUNTY COUNSEL
TO

Lewis, Gail

RECEIVED

SEP 11 2017

COUNTY COUNSEL
TO

From: *TO!* Victor, Marsha
Sent: Monday, September 11, 2017 12:43 PM
To: Romo, Patricia
From: Lewis, Gail
Subject: RE: Salt Creek Amendment No. 1

The only thing needed on Salt Creek is the final review of the RCTC amendment and your signature on the parks agreement. I have four original copies of the signed Parks agreement here. It would be best to get these signed by you so we don't have several different dated documents out there. When Gail brings the RCTC ones over, can she take these back and get them signed, then bring them back over this afternoon? That way I can upload both form approved documents and sign off.

Marsha L. Victor, Chief Deputy
Office of County Counsel
Phone: (951) 955-6300
Fax: (951) 955-6883
Email: mvictor@rivco.org
(Please note my **new email address** effective as of 12/16/2016)



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From: Romo, Patricia
Sent: Monday, September 11, 2017 12:35 PM
To: Victor, Marsha <MVictor@RIVCO.ORG>
Cc: Lewis, Gail <GLEWIS@RIVCO.ORG>
Subject: RE: Salt Creek Amendment No. 1

Dale is working with Brigitte on the L&LMD resolutions, so you don't need to worry about that one. (Gail, please make sure that Dale has this.)

Scott Road would be the priority since we are waiting on the agreements before we can ask for federal funding. (Gail, will be bringing the agreements to you shortly)

I need to get the Salt Creek agreement to the board no later than Sept. 26th. The change made by RCTC was minor and consistent with our discussion. Let me know.

From: Victor, Marsha
Sent: Monday, September 11, 2017 12:11 PM

1 providing RCFC&WCD with better access to perform maintenance operations.

2 F. On July 3, 2012 by minute order 13.1(a) the COUNTY Board of Supervisors and minute order 13.1(b) the
3 PARK DISTRICT Board of Directors approved the allocation and use of funds from 30533 Development
4 Impact Fee Western Riverside County Regional Multi-Purpose Trails (Western Trails DIF) for costs
5 associated with the trail expansion for Lake Skinner, McCall Park-Hurkey Creek Park Connector Trail, and
6 Salt Creek Trail.

7 G. PARK DISTRICT contracted with landscape architecture, civil engineering and environmental consultants
8 to develop the conceptual alignment for the 16-mile Salt Creek Trail.

9 H. PARK DISTRICT sought funding to construct two segments of the Salt Creek Trail, including a 4-mile
10 segment through the City of Menifee and a 3-mile segment through the City of Hemet (hereinafter the
11 "PROJECT). The segment of the PROJECT within the City of Menifee is generally located along the north
12 side of the Salt Creek flood control channel from the intersection of Goetz Road and Canyon Lake Drive
13 passing under the existing I-215 freeway bridge to the intersection of Antelope Road and Aldergate Drive;
14 this portion of the trail is located within public road right-of-way and properties under the ownership of
15 RCFC&WCD, Caltrans and Sutter Mitland 01. The segment of the PROJECT within the City of Hemet is
16 located in the vicinity of the Salt Creek drainage course, specifically along the north side of Domenigoni
17 Parkway from Sanderson Avenue to State Street, and along the west side of State Street from Domenigoni
18 Parkway to Chambers Street; this portion of the project is located within public street right-of-way and
19 through properties under the ownership of MWD, City of Hemet, and Charles McSweeney. The PROJECT
20 generally consists of a paved Class I Bike Path (approximately 14' wide) adjacent to a soft surface walking
21 path (approximately 5' wide). A vicinity map showing the PROJECT location, including the two segments
22 identified above, is provided in "Exhibit A" attached hereto and by this reference incorporated herein.
23 Although there could be opportunities in the future to expand the trail improvements for use by equestrians,
24 golf carts and/or neighborhood electric vehicles (NEVs), that expansion is not part of the scope of the
25 current PROJECT.

26 I. PARK DISTRICT and COUNTY worked cooperatively to seek funding for the construction of the PROJECT
27 by submitting a grant application to the Riverside County Transportation Commission (RCTC) during
28 RCTC's 2013 Call for Projects. In competing with other projects, the COUNTY was successfully selected

1 to receive \$5,090,000 in Congestion Mitigation and Air Quality (CMAQ) funds for the construction of the
2 PROJECT. The CMAQ funding program required a local match of funds in the amount of \$892,000,
3 bringing the total budget to \$5,982,000 for construction-related activities. On November 4, 2014 by Minute
4 Order 3-38, the Federal Funding Cooperative Agreement between RCTC and the COUNTY was approved
5 by the COUNTY Board of Supervisors.

6 J. Upon the initialization of environmental and engineering work, the COUNTY and PARK DISTRICT
7 discovered environmental, floodway and right-of-way impacts that were not foreseen during the conceptual
8 development of the PROJECT and which would add significantly to the cost of the PROJECT. The
9 COUNTY and RCTC determined that these additional costs could be offset by reducing the limits of the
10 PROJECT's construction from 7 miles to 5 miles and by reducing the required local match for construction
11 funding from \$892,000 to \$64,000. With the noted adjustments, the allocation of CMAQ funds in the
12 amount of \$5,090,000 would remain unchanged and the total construction activity budget would be set at
13 \$5,154,000. The portion of the PROJECT for which construction would not be performed has been
14 identified as those improvements within the City of Hemet between Searl Parkway and Chambers Street.
15 Concurrent with its action to approve this AGREEMENT, the COUNTY Board of Supervisors is scheduled
16 to approve Amendment No. 1 to the Federal Funding Cooperative Agreement between the RCTC and the
17 COUNTY reflecting said changes to the limits of construction and to the local contribution of funds.

18 K. Since the COUNTY Transportation Department possesses the experience and qualified personnel
19 required to fulfill the terms and conditions for receipt of the federal CMAQ funds, PARK DISTRICT and
20 COUNTY desire to have the COUNTY Transportation Department assume responsibility to design and
21 administer the construction of the PROJECT, including environmental documentation preparation,
22 engineering plan preparation, construction inspection, construction contract administration, federal
23 program billing, and general project management. The COUNTY Transportation Department's work will
24 include selecting and directing consultant teams.

25 L. PARK DISTRICT has solicited support from COUNTY prior to execution of this AGREEMENT. The
26 COUNTY through its Transportation Department has provided the requested support services including
27 survey, environmental and engineering design services. PARK DISTRICT and COUNTY desire to
28 reimburse COUNTY for these support services provided by COUNTY commencing on or after July 1,

1 2014.

2 **AGREEMENT**

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

4 **PARK DISTRICT AGREES:**

- 5 1. To provide oversight and support to COUNTY for the work necessary to complete the environmental
6 documentation and environmental clearances in accordance with the National Environmental Policy Act
7 (NEPA), the California Environmental Quality Act (CEQA), and other applicable Federal and State
8 regulations.
- 9 2. To provide oversight and support to COUNTY for the work necessary to complete the preparation of
10 detailed Plans, Specifications and Estimate (PS&E) documents for the PROJECT and to perform reviews
11 at appropriate stages of development.
- 12 3. To fund one hundred percent (100%) of the cost for the COUNTY and the COUNTY Transportation
13 Department's consultants to: prepare environmental documentation and obtain environmental clearance;
14 prepare engineering plans, specifications and estimates (PS&E); prepare right-of-way engineering
15 documents; provide utility coordination for the relocation of impacted utilities; advertise, award and
16 administer a public works construction contract necessary to construct the PROJECT improvements; and
17 bill Caltrans under the terms of the federal CMAQ funding program. The services will include preliminary
18 engineering and environmental documentation for the "full limits" of the PROJECT, as well as final
19 engineering plans and construction administration for the "construction limits" of the PROJECT (i.e.
20 excepting that portion between Searl Parkway and Chambers Street). The Total Estimated Cost for the
21 PROJECT is provided in Exhibit "B" attached hereto and incorporated herein by reference.
- 22 4. To reimburse the COUNTY a sum not to exceed one-million seven-hundred thirty-seven thousand dollars
23 (\$1,737,000). PARK DISTRICT agrees that should unforeseen circumstances arise which result in an
24 increase of any costs over those shown in Exhibit "B", PARK DISTRICT will in good faith consider an
25 amendment to this AGREEMENT to include any such costs under this AGREEMENT.
- 26 5. To pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY
27 staff and COUNTY Transportation Department's selected consultants for the PROJECT.
- 28 6. To maintain, or cause to be maintained by a third-party, the physical improvements constructed as part of

1 this PROJECT upon the COUNTY's filing of a Notice of Completion for the construction contract. Said
2 improvements include, but are not limited to, pavement, pavement markings, concrete, drainage
3 structures, rock pavers, gates, lighting, traffic signals, signage, litter and debris removal, bollards, fencing
4 and re-grading as may be needed. PARK DISTRICT acknowledges that COUNTY will not be providing
5 short-term or long-term maintenance of said trail system improvements.

6 **COUNTY AGREES:**

- 7 1. To review PROJECT documents and provide oversight and support services to PARK DISTRICT to assure
8 work is in compliance with regulatory and funding requirements.
- 9 2. To prepare an environmental document for the PROJECT using consultants selected and hired by the
10 COUNTY Transportation Department, to coordinate and facilitate all the environmental document and
11 environmental technical studies submittals through the Caltrans, and to obtain necessary environmental
12 clearances in accordance with the NEPA, CEQA, and other applicable Federal and State regulations. The
13 PROJECT limits for the environmental document, as well as preliminary engineering in support of the
14 environmental document, will include the two full segments within the cities of Menifee and Hemet,
15 including that portion between Searl Parkway and Chambers Street.
- 16 3. To perform final engineering and to prepare detailed PS&E documents for the PROJECT using consultants
17 selected and hired by the COUNTY Transportation Department. Final PS&E documents shall be signed
18 and stamped by a Civil Engineer registered in the State of California. The PROJECT limits for the final
19 engineering and detailed PS&E documents will include the "construction limits" of the PROJECT only,
20 excluding that portion between Searl Parkway and Chambers Street.
- 21 4. To assist in identifying and locating all utility facilities within the construction limits of the PROJECT. If any
22 existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all
23 necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All
24 utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall
25 be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work
26 within the jurisdiction of the RCFC&WCD, City of Menifee, City of Hemet, Caltrans, Eastern Municipal
27 Water District or Sutter Mitland 01 to obtain a facility owner's encroachment permit prior to the performance
28 of said relocation work. PARK DISTRICT and COUNTY shall coordinate and cooperate in the effort to

1 establish prior rights related to utility encroachments. In the case that any utility companies are determined
2 to have prior rights, the cost of relocating utilities shall be borne by the PROJECT as reimbursable through
3 PARK DISTRICT or CMAQ funding program.

- 4 5. To perform right-of-way engineering, consisting of research, surveying and preparation of legal
5 descriptions for easements, necessary within the construction limits of the PROJECT.
- 6 6. To coordinate and facilitate all engineering document submittals through Caltrans for work within Caltrans
7 right-of-way within the construction limits of the PROJECT.
- 8 7. To make written application to the RCFC&WCD, City of Menifee, City of Hemet, Caltrans, Eastern
9 Municipal Water District and Sutter Mitland 01 for encroachment permits into each entities' right-of-way
10 authorizing entry for the purposes of preparing the environmental and PS&E documents and for
11 constructing the PROJECT improvements.
- 12 8. To coordinate and facilitate all federal funding document submittals through Caltrans Local Assistance.
- 13 9. To advertise, award, and administer a public works contract for the construction of PROJECT in
14 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
15 requirements, laws or regulations, including but not limited to the local agency public construction codes,
16 California Labor Code, and California Public Contract Code.
- 17 10. To construct the PROJECT in accordance with approved PS&E documents.
- 18 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract
19 bid amount for PROJECT improvements to PARK DISTRICT for review and approval prior to final
20 authorization by COUNTY.
- 21 12. To furnish PARK DISTRICT with as-built record drawings and all contract records, including survey
22 documents, within six (6) months following the COUNTY's filing of a Notice of Completion for the
23 PROJECT construction contract.
- 24 13. To furnish PARK DISTRICT a final reconciliation of PROJECT expenses within six (6) months following
25 the COUNTY's filing of a Notice of Completion for the PROJECT construction contract. If final construction
26 costs associated with the PROJECT improvements are in excess of payments received, then COUNTY
27 shall include a final bill with the financial reconciliation. If final construction costs associated with the
28 PROJECT improvements are less than the payments received, then COUNTY shall include a

1 reimbursement for the difference with the financial reconciliation.

2 **IT IS MUTUALLY AGREED AS FOLLOWS:**

- 3 1. The responsibilities of COUNTY to provide preliminary engineering, environmental documentation, final
4 engineering PS&E documents, utility coordination, right-of-way engineering, construction, construction
5 contract administration, and funding program coordination services are for the specific limits of the
6 PROJECT as described in this AGREEMENT, and do not extend to other portions of the 16-mile Salt
7 Creek Trail.
- 8 2. There may be opportunities in the future to expand the trail improvements for use by equestrians, golf
9 carts and/or neighborhood electric vehicles (NEVs). However, that expansion is not part of the scope work
10 to be considered or performed by COUNTY under this AGREEMENT.
- 11 3. MWD owns properties within the limits of the environmental document for the PROJECT and, as required
12 by environmental regulations, will be notified of the proposed PROJECT and PROJECT findings. However,
13 the construction limits of the PROJECT will not encroach upon MWD properties. Therefore, the COUNTY
14 will not seek right-of-way or permits, nor prepare right-of-way engineering documents, associated with the
15 MWD properties.
- 16 4. COUNTY shall not solicit construction bids until PARK DISTRICT has approved the PROJECT PS&E
17 documents.
- 18 5. The total cost of PROJECT is estimated to be \$6,827,000 as detailed in the attached Exhibit "B".
- 19 6. COUNTY is not obligated to proceed with construction unless adequate funding is identified and
20 appropriated.
- 21 7. If upon opening the construction bids for the PROJECT, the bids indicate a cost overrun of no more than
22 10% of the Total Estimated Cost as described in Exhibit "B," COUNTY may award the contract.
- 23 8. If upon opening the construction bids for the PROJECT, the bids indicate a cost overrun exceeding ten
24 percent (10%) of the Total Estimated Cost, COUNTY and PARK DISTRICT shall endeavor to agree upon
25 a course of action. If, after thirty (30) calendar days from the date of bid opening, a course of action is not
26 agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent and COUNTY shall
27 be eligible for reimbursement of expenses up to the point of termination.
- 28 9. Construction by COUNTY of improvements referred to herein which lie within RCFC&WCD, City of

1 Menifee, City of Hemet and Caltrans right-of-way shall not be commenced until an Encroachment Permit
2 to COUNTY, or COUNTY's contractor, authorizing such work, has been issued by the respective agency.

3 10. COUNTY shall cause COUNTY's contractor to maintain in force until COUNTY's filing of a Notice of
4 Completion for the PROJECT construction contract a policy of Commercial Liability Insurance, including
5 coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
6 single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum.
7 Endorsements to each policy shall be required which name COUNTY, PARK DISTRICT, RCFC&WCD,
8 City of Menifee, City of Hemet, Sutter Mitland 01, State of California, its officers, agents and employees,
9 as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
10 Compensation Insurance.

11 11. Upon completion of construction, PARK DISTRICT shall be responsible for the maintenance of the
12 PROJECT improvements as described in the agreements, permits or terms of the owners of the underlying
13 properties and rights, including but not limited to the RCFC&WCD, Caltrans, City of Menifee, City of Hemet,
14 Eastern Municipal Water District and Sutter Mitland 01.

15 12. PARK DISTRICT and COUNTY understand and agree that COUNTY Transportation Department's
16 responsibility for the physical condition of the PROJECT terminates upon the issuance of a Notice of
17 Completion of the construction contract and that COUNTY Transportation Department has no
18 responsibility to maintain PROJECT improvements, nor to further coordinate the PROJECT's
19 improvements or maintenance with the RCFC&WCD, City of Menifee, City of Hemet, Caltrans, Eastern
20 Municipal Water District, or Sutter Mitland 01 upon Notice of Completion of the construction contract.
21 PARK DISTRICT agrees that it is solely responsible, along with any third parties with whom the PARK
22 DISTRICT enters into an agreement with, to maintain the PROJECT improvements.

23 13. PARK DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years
24 beginning on the date of final payment from Caltrans of the federal funds, all records and accounts relating
25 to the PROJECT.

26 14. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
27 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
28 with any work, authority or jurisdiction delegated to PARK DISTRICT under this AGREEMENT. It is further

1 agreed that pursuant to Government Code Section 895.4, PARK DISTRICT shall fully indemnify and hold
2 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
3 occurring by reason of anything done or omitted to be done by PARK DISTRICT under or in connection
4 with any work, authority or jurisdiction delegated to PARK DISTRICT under this AGREEMENT.

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

12 16. This AGREEMENT and the exhibits herein contain the entire agreement between the parties, and are
13 intended by the parties to completely state the agreement in full. Any agreement or representation
14 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth
15 in this AGREEMENT, is null and void.

16 17. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in
17 third parties not parties to this AGREEMENT or affects the legal liability of either party to the AGREEMENT
18 by imposing any standard of care with respect to the maintenance of trails different from the standard of
19 care imposed by law.

20 18. This AGREEMENT shall be terminated twelve (12) months after the filing of a Notice of Completion for the
21 PROJECT construct contract or upon mutual agreements of the parties, except the indemnifications shall
22 survive until the statute of limitations shall have expired for any such claims.

23 19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
24 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
25 party hereto.

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

28 COUNTY: Riverside County Transportation and Land Management Agency,

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Transportation Department
Attention: Patty Romo, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740

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

////////////////////

[Signatures on next page]

1 APPROVALS

2 COUNTY Approvals

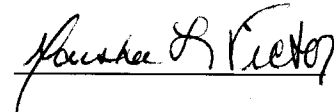
3 RECOMMENDED FOR APPROVAL:

4
5  Dated: 9-11-17


6
7 PATRICIA ROMO
8 Director of Transportation

9
10 APPROVED AS TO FORM:

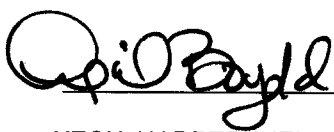
11 GREGORY P. PRIAMOS, COUNTY COUNSEL

12
13  Dated: 9/11/17
14 Deputy County Counsel

15
16 APPROVAL BY THE BOARD OF SUPERVISORS


17
18  Dated: 9/19/17
19
20 JOHN TAVAGLIONE
21 PRINTED NAME
22 Chairman, Riverside County of Supervisors

23 ATTEST:

24
25  Dated: 9/19/17
26
27 KECIA HARPER-IHEM
28 Clerk of the Board (SEAL)

PARK DISTRICT Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 8/30/17

SCOTT BANGLE
General Manager

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 8-17-17
SYNTHIA M. GUNZEL
Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS

 Dated: 9/19/17
JOHN TAVAGLIONE
PRINTED NAME
Chairman, Board of Directors

ATTEST:


 Dated: 9/19/17
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

EXHIBIT A • VICINITY MAP

16 MILE SALT CREEK TRAIL



LEGEND

-  Current Project - environmental document and construction limits
-  Current Project - environmental document only
-  Future Project

EXHIBIT B • SALT CREEK TRAIL PROJECT BUDGET

Activity	CMAQ (federal)	Western Trail DIF (local)
Environmental, engineering and surveying	\$0	\$1,673,000
Construction, construction administration and environmental mitigation	\$5,090,000	\$64,000
Total Estimated Cost	\$5,090,000	\$1,737,000
	\$6,827,000	

**AMENDMENT NO. 1
TO
FEDERAL FUNDING COOPERATIVE AGREEMENT WITH THE COUNTY OF
RIVERSIDE FOR RCTC'S 2013 MULTI-FUNDING CALL FOR PROJECT**

1. PARTIES AND DATE

This Amendment No. 1 to Agreement No. 14-72-132-00 is made and entered into as of this 19 day of September, 2017, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and the COUNTY OF RIVERSIDE ("County").

2. RECITALS

- 2.1 The Commission and the County have entered into an agreement entitled "Federal Funding Cooperative Agreement With the County of Riverside for RCTC's 2013 Multi-Funding Call for Project" dated November 13, 2014 ("Master Agreement"). The Master Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of a Multi-Modal Urban Trail along the Salt Creek Flood Control Channel (the "Project"). The Project is more specifically described in Exhibit "A" of the Master Agreement.
- 2.2 Upon undertaking the environmental and preliminary engineering work related to the Project, the County encountered unanticipated environmental, right of way, and floodway impacts, resulting in substantial cost increases. In light of these impacts and increased costs, the parties have agreed to reduce the scope of the Project.
- 2.3 The amount of local funds available for the construction phase of the Project has been reduced from \$892,000 to \$64,000 due to the higher than anticipated costs for environmental and preliminary engineering work, and due to other unanticipated factors.
- 2.4 The funds available for the Project through the Congestion Mitigation and Air Quality Improvement ("CMAQ") Program funds remain unchanged but need to be updated to clarify the apportionment of CMAQ funds among the sub-parts of the construction phase of the Project.

- 2.5 The parties now desire to amend the Master Agreement in order to update the funding plan set forth in Exhibit "A" of the Master Agreement to reflect the availability of funds, to clarify the apportionment of funds, and to reduce the scope of the Project.

3. TERMS

- 3.1 The Recitals set forth above are true and correct and are incorporated into this Amendment by this reference, as though fully set forth herein.
- 3.2 The local funds set forth in Exhibit "A" to the Master Agreement shall be decreased from \$892,000 to \$64,000 to reflect the availability of local funds for this Project.
- 3.3 The funding allocations identified in Exhibit "A" of the Master Agreement shall be replaced by the funding allocations identified in Exhibit "A" attached to this Amendment and incorporated herein by reference. The funding shall be utilized as specified in the attached Exhibit "A" and in accordance with the terms of the Master Agreement.
- 3.4 The scope of work defined in Exhibit "A" of the Master Agreement shall be replaced by the scope of work identified in Exhibit "A" attached to this Amendment and incorporated herein by reference.
- 3.5 The Project shall be completed expeditiously, within the term of the Master Agreement.
- 3.6 Except as amended by this Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

[Signatures on following page]

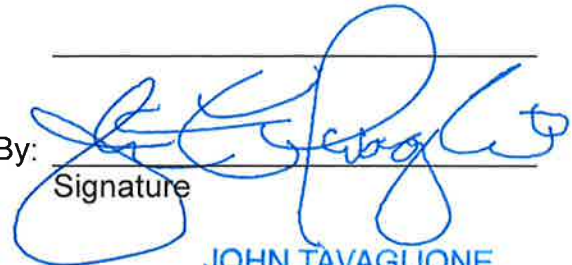
**SIGNATURE PAGE
TO
AGREEMENT NO. 14-72-132-01**

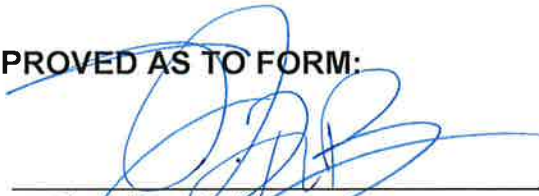
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

COUNTY OF RIVERSIDE

By: 
Anne Mayer, Executive Director

By: 
Signature
JOHN TAVAGLIONE
Name
CHAIRMAN, BOARD OF SUPERVISORS
Title

APPROVED AS TO FORM:
By: 
Best Best & Krieger LLP
Counsel to the Riverside
County Transportation Commission

APPROVED AS TO FORM:
By: Paulette L. Veeder 9/11/17
Title: Chief Deputy


ATTEST:
By: 
Title: Deputy

EXHIBIT "A"

SCOPE OF WORK: Construction of a 5.2 mile Multi-Modal Urban Trail along the Salt Creek Flood Control Channel between the communities of Hemet, Meniffee, and Canyon Lake. Multi-Modal Urban Trail will include a 14-ft. paved surface Class I bikeway to allow for use by alternate energy vehicles, flanked by an adjacent 5 ft. decomposed granite pedestrian path with two 2 ft. graded shoulders.

FUNDING:

PHASE		CMAQ Funds	Local Funds	TOTAL
CONSTRUCTION	Construction	\$3,435,000	\$64,000	\$5,154,000
	Construction inspection	\$601,000		
	Construction environmental monitoring	\$307,000		
	Environmental habitat impact mitigation	\$747,000		
TOTAL		\$5,090,000	\$64,000	\$5,154,000