



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



ITEM  
13.2  
(ID # 5157)

**MEETING DATE:**

Tuesday, September 19, 2017

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: 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; [\$1,737,000];

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

1. Approve the Agreement between the County of Riverside, on behalf of 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
2. Authorize the Chairman of the Board of Directors for the District to execute the same; and
3. Direct the Clerk of the Board to return 3 copies of the agreement to the Park District.

**ACTION:** Policy

Scott Bangle, Director General Manager / Park Director 8/17/2017

---

**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Ashley, seconded by Director 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:** Parks, Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
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>	\$ 1,737,000	\$0	\$ 1,737,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Western Riverside County Regional Multi-Purpose Trails Development Impact Fee; 30533			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18

**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. A companion item to this item is being taken by the County Parks Department to authorize the allocation and use of an additional \$1,337,000 Western Trails DIF funds in order to provide all necessary funding for the agreement.

The Riverside County Regional Park and Open-Space District (Park District) and the County of Riverside Transportation Department (County) 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

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

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.

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.

The Park District and the County Transportation Department have been working cooperatively on the Project. 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 an amount not to exceed \$1,737,000 for design and construction administration services for the project.

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.

This is a separate item to be taken by the County of Riverside for approval of the Agreement by the County on behalf of its Transportation Department.

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.

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:

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



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.

**ATTACHMENTS:**

Agreement by and between County of Riverside and Riverside County Regional Park and Open-Space District for the Salt Creek Trail Project with exhibits

  
Alex Gann 8/23/2017   
Gregory V. Priamos, Director County Counsel 8/17/2017



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,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Transportation Department  
Attention: Patty Romo, Director of Transportation  
4080 Lemon Street, 8<sup>th</sup> 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]

**APPROVALS**

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

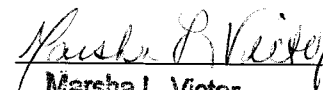
 Dated: 8-3-17

PATRICIA ROMO

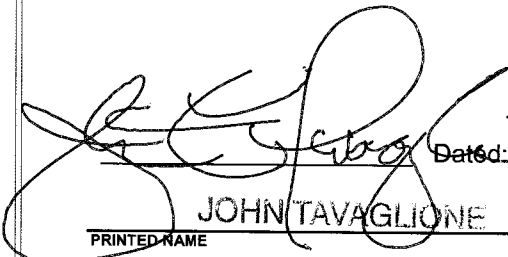
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 8-11-17  
**Marsha L. Victor**  
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 9/19/17  
**JOHN TAVAGLIONE**  
PRINTED NAME  
Chairman, Riverside County of Supervisors

ATTEST:

 Dated: 9/19/17

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

**PARK DISTRICT** Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 9/5/17

SCOTT BANGLE

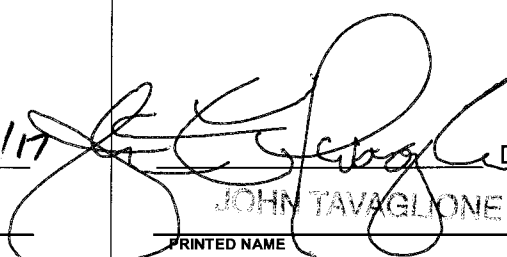
General Manager

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**

	<b>Current Project - environmental document and construction limits</b>
	<b>Current Project - environmental document only</b>
	<b>Future Project</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## 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
<b>Total Estimated Cost</b>	<b>\$5,090,000</b>	<b>\$1,737,000</b>
	<b>\$6,827,000</b>	