

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



**ITEM**  
13.1  
(ID # 7335)

**MEETING DATE:**

Tuesday, June 26, 2018

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

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Maintenance Agreement with Caltrans for the Salt Creek Trail Project in the City of Menifee; District 5; [\$0];

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

1. Approve the Maintenance Agreement between the State of California by and through its Department of Transportation (Caltrans) and the Riverside County Regional Park and Open-Space District (Parks) for the Salt Creek Trail Project within the I-215 Freeway right-of-way in the City of Menifee; and
2. Authorize the Chairman to execute the Maintenance Agreement documents on behalf of Parks; and
3. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
4. Direct the Clerk of the Board to return three (3) copies of executed agreement to Parks.

**ACTION:** Policy

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Tavaglione, seconded by Director Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez  
Nays: None  
Absent: Ashley  
Date: June 26, 2018  
xc: Parks

Ketia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: None</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>N/A</b>

**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 City of Menifee, to the City of Canyon Lake.

Parks was awarded a Congestion Mitigation and Air Quality (CMAQ) program grant to construct two segments of the trail totaling 5.2 miles within the communities of Menifee and Hemet (Project).

A portion of the proposed trail within the Menifee segment will utilize the Sail Creek crossing under the Interstate 215 freeway (I-215), located north of Newport Road and west of Antelope Road, and continue parallel to and west of Antelope Road between Salt Creek and Aldergate Drive. The project's crossing through state highway right-of-way requires the execution of a maintenance agreement between Caltrans and Parks.

The maintenance agreement sets forth the roles, responsibilities, and boundaries for the maintenance of trail facilities, trash removal, debris removal, and graffiti removal by both Caltrans and Parks. The execution of the agreement is required prior to the County requesting the allocation of CMAQ construction funds from Caltrans. The Project is anticipated to be advertised for bidding in summer 2018 with construction starting in late 2018.

The maintenance agreement has been approved as to form by County Counsel.

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

**ENVIRONMENTAL FINDINGS**

The Initial Study/Mitigated Negative Declaration environmental document for the Project was adopted by the Board on November 14, 2017 (item 3-25).

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**IMPACT ON RESIDENTS 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

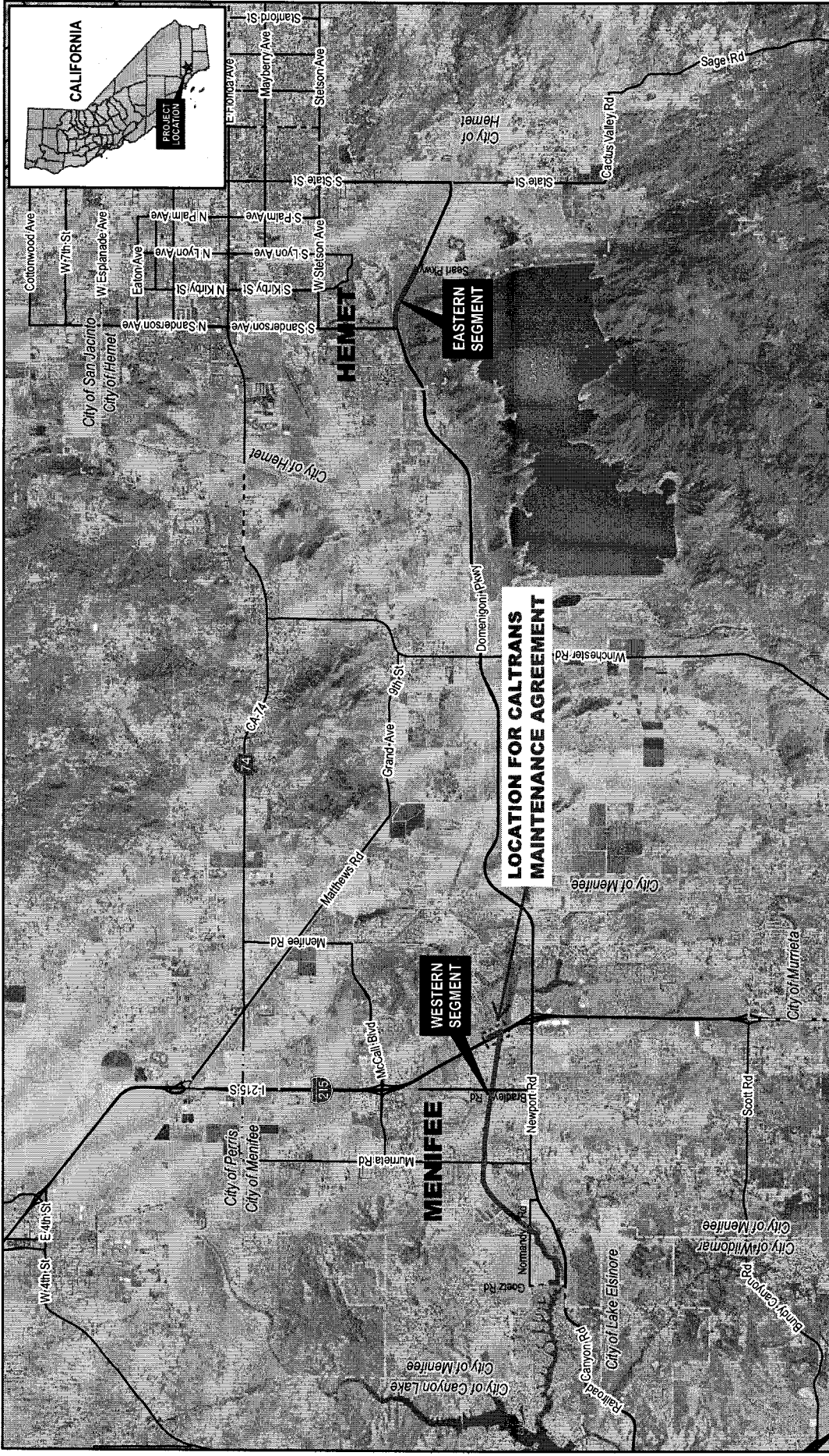
The Board's approval of the maintenance agreement will facilitate the Project moving forward to seek construction funding. Future operation and maintenance costs of the trail will be paid for by Parks.

**ATTACHMENTS**

CalTrans Maintenance Agreement – Salt Creek  
Vicinity Map

  
Rohini Dasika, Principal Management Analyst 6/18/2018

  
Gregory V. Priamos, Director County Counsel 6/15/2018



<b>PROJECT LOCATION</b>	<b>SALT CREEK TRAIL PROJECT</b>
<div data-bbox="1239 1883 1362 1989"> <p><b>Legend</b></p> <ul style="list-style-type: none"> <li>Project Location</li> <li>City Boundary</li> </ul> </div> <div data-bbox="1346 1021 1445 1095" style="text-align: center;"> </div> <div data-bbox="1453 915 1503 1170" style="text-align: center;"> <p>Miles</p> <p>0 1 2</p> </div> <div data-bbox="1453 1787 1503 1989"> <p>Background Image: USDA NAIP Imagery, 2014.</p> </div>	

CLERK'S COPY

08-Riv-215-PM R18.9-R19.2

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
FOR SALT CREEK TRAIL AT SALT CREEK BRIDGE  
IN THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the Riverside County Regional Park and Open-Space District, hereinafter referred to as "DISTRICT" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. WHEREAS, DISTRICT desires to construct, operate and maintain the Salt Creek Trail, which crosses under Interstate 215 (I-215) along Salt Creek north of Newport Road and which runs parallel to I-215 adjacent to Antelope Road, consisting of a 14-foot wide hot mix asphalt bike path and 5-foot wide decomposed granite walking path with pavement markings, signage, lighting under bridge and decorative rocks, hereinafter referred to as "PROJECT", and
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under Encroachment Permit Number 08-17-N-MC-1145.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. Exhibit A consists of plan drawings that delineate the areas within STATE right of way, which are the responsibility of the DISTRICT to maintain in accordance with this Agreement.
2. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the original Exhibit A and become part of the Agreement.
3. DISTRICT AND STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.

JUN 26 2018 13,1 D

4. DISTRICT must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform DISTRICT maintenance responsibilities. This permit will be issued at no cost to DISTRICT.
5. BRIDGE 56-0647 OVER SALT CREEK
  - 5.1. STATE will maintain the entire structure of the STATE-constructed bridge over Salt Creek of STATE freeway except as hereinafter provided.
  - 5.2. DISTRICT will maintain the trail way sections, including the shoulders, curbs, wall surfaces (including eliminating graffiti), drainage installations, and safety lighting devices.
  - 5.3. PIERS AND ABUTMENTS - DISTRICT is responsible for cleaning to keep any pier structure or abutment free of graffiti.
  - 5.4. STREAMBED - DISTRICT is responsible for trash removal to keep all streambeds between pier structures and abutments free of trash. STATE is responsible for the removal of debris, such as naturally occurring dirt and vegetation, from all the streambeds except for the streambed where the bicycle path is located, for which the DISTRICT is responsible for debris removal.
6. ELECTRICALLY OPERATED DEVICES
  - 6.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting devices and any other electrically operated devices placed at SALT CREEK BRIDGE and DISTRICT facilities shall be paid by DISTRICT as shown in Exhibit "B" which, by this reference, is made a part of this Agreement.
7. BICYCLE PATHS - DISTRICT will maintain, at DISTRICT expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and removal of graffiti, debris, and trash when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. If constructed as permitted encroachments within STATE's right of way, permittee is solely responsible for all path improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way.
8. LEGAL RELATIONS AND RESPONSIBILITIES
  - 8.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
  - 8.2. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by

STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless DISTRICT and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 8.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction conferred upon DISTRICT under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.

9. PREVAILING WAGES:

9.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. DISTRICT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. DISTRICT agrees to include prevailing wage requirements in its contracts for public work. Work performed by DISTRICT'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.2. Requirements in Subcontracts - DISTRICT shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in DISTRICT's contracts.

10. SELF-INSURED - DISTRICT is self insured. DISTRICT agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

10.1. SELF-INSURED using Contractor - If the work performed under this Agreement is done by DISTRICT contractor(s), DISTRICT shall require its contractor(s) to

maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES or by STATE for cause or convenience. DISTRICT's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as described in Article 12 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.




IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

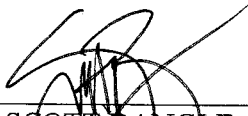
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Approved by the  
BOARD OF DIRECTORS

LAURIE BERMAN  
Director of Transportation

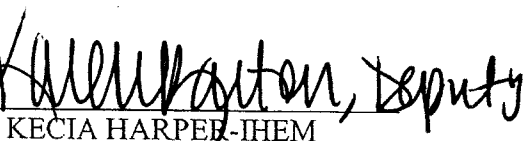
By:   
CHUCK WASHINGTON  
Chairman of the Board

Initiated and Approved:

By:   
SCOTT BANGLE  
General Manager/Park Director

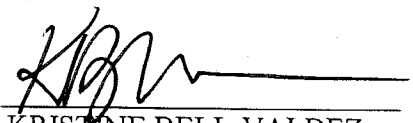
By: \_\_\_\_\_  
STEPHEN R. PUSEY  
Deputy District Director  
Maintenance, District 08

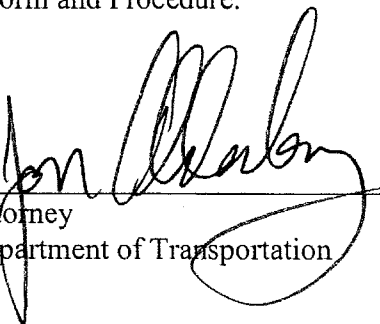
ATTEST:

By:   
KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

Approved as to Form:  
GREGORY P. PRIAMOS  
County Counsel

As to Form and Procedure:

By:   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By:   
Attorney  
Department of Transportation

# EXHIBIT "A"

Plan map identifying the applicable I-215 Freeway proper and  
DISTRICT facilities

# EXHIBIT "B"

WALL MOUNTED LUMINAIRES  
 State and DISTRICT  
 Effective \_\_\_\_\_, 20\_\_\_\_

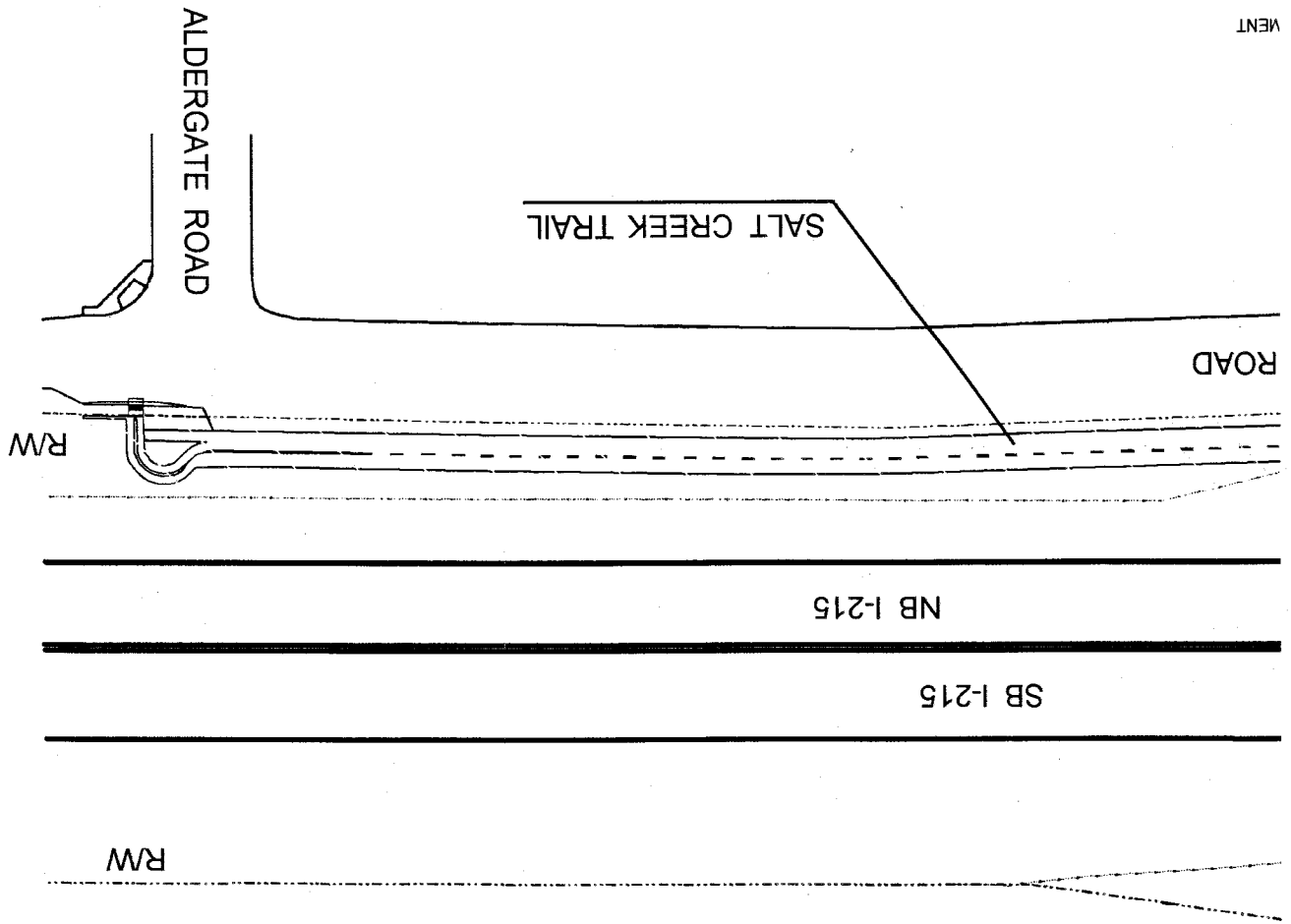
BASIS OF COST DISTRIBUTION  
State-Owned and Maintained  
 Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution	
			State	District
I-215 PM - R18.9/R19.2	Salt Creek Bridge 56-0647 Pier Wall	8 Wall Mounted Luminaires (Safety Lighting Devices)	0%	100%

ED IN THE MAINTENANCE AGREEMENT.

**EXHIBIT "A"**

NO SCALE



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	RIV	215	R18.9/R19.2	1	1