

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



**ITEM: 13.3
(ID # 19683)**

MEETING DATE:
Tuesday, August 30, 2022

FROM : Regional Parks and Open Space District AND Transportation :

SUBJECT: REGIONAL PARKS AND OPEN SPACE DISTRICT: Approval of the Service Agreement by and between the County of Riverside and Riverside County Regional Park and Open-Space District for the Santa Ana River Trail Phase 7 Project partially within the City of Riverside for FY 22/23-24/25. Districts 1 and 2. [\$1,000,000 Total Cost - Grant 25%, DIF Western Trails 75%] (Companion to MT No. 19512)

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Service Agreement by and between Riverside County Regional Park and Open-Space District and the County of Riverside for the Santa Ana River Trail Phase 7 Project in the amount of \$1,000,000 for FY 21/22 to 23/24;
2. Authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (District);
3. Authorize the General Manager, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to execute change orders and amendments as required to complete the project within the boundaries of the agreement that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement; and
4. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the District.

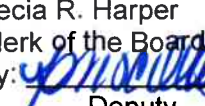
ACTION:Policy


Kyla R. Brown, General Manager 7/27/2022

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: Parks, Transp. (Companion Item 3.81)

Kecia R. Harper
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	\$ 300,000	\$ 500,000	\$ 1,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: DIF Western Trails Fund 30533 75%, SCAQMD Grant 25%			Budget Adjustment: No	
			For Fiscal Year: 22/23 to 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Santa Ana River Trail Phase 7 Project (Project) is a proposed 0.5-mile multi-use complex trail connecting into the greater Santa Ana River Trail which spans across the Counties of San Bernardino, Riverside, and Orange. The Project is located within the vicinity of the Santa Ana River flood control channel and is within the County of Riverside and City of Riverside. The Project will include construction of a new Class I Bikeway for pedestrians and cyclists with an adjacent horse trail. The Project will connect to the nearby Santa Ana River Trail and horse trail.

Riverside County Regional Park and Open-Space District (District) has reached out to the Transportation Department (County) to be the lead agency on the Project due to the County's experience and expertise in delivering projects while coordinating the environmental, design, right of way, and construction process.

This Agreement between the County and District assigns responsibilities and designates funding obligations for the Project.

This a Companion item to Transportation Item #19512.

Impact on Residents and Businesses

The Project, when complete, will provide nearby residents with a paved Class I Bikeway and horse trail and will fill in a missing link to the greater Santa Ana River Trail. The Project will provide a connection to the existing recreational amenity in the area and significantly improve quality-of-life for residents.

ATTACHMENTS:

- Santa Ana River Trail Phase 7 Vicinity Map
- Santa Ana River Trail Phase 7 Service Agreement

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



Jason Farin, Principal Management Analyst 8/25/2022

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SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

FOR

SANTA ANA RIVER TRAIL PHASE 7 PROJECT

This Service Agreement (hereinafter "AGREEMENT") is entered into this 30th day of August 2022, by and between the County of Riverside, a political subdivision of the State of California, through its Transportation Department (hereinafter "COUNTY"), and the Riverside County Regional Park and Open-Space District, a special district, (hereinafter "DISTRICT") to define the terms and conditions under which the parties will cooperatively develop and construct specific segments of the proposed multi-purpose Santa Ana River Trail Phase 7 Project located within the City of Riverside and in the vicinity of the Santa Ana River flood control channel.

RECITALS

- A. The Santa Ana River Trail is a 110 mile multi-use complex Trail spanning across the Counties of San Bernardino, Riverside, and Orange. Improvements to the Santa Ana River Trail within Riverside County will be in phases. COUNTY and DISTRICT are proposing to construct half (0.5) mile segment of the Santa Ana River Trail (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. The COUNTY will be the lead agency and will be completing the environmental and the design engineering services to construct this PROJECT.
- C. The Santa Ana River Trail is part of the SCAG Bikeway Network as outlined in the current Regional Transportation Plan and meets the goals of increasing active transportation and multimodal fatalities.
- D. The Santa Ana River Trail is located within several jurisdictional boundaries including the County of Riverside, County of San Bernardino, County of Orange, and 17 Cities.
- E. The improvements proposed for the PROJECT include paving portions of proposed acquired right of way and an existing dirt access road to provide a fourteen (14) foot paved asphalt concrete two-lane multi-use path for pedestrians and cyclists with an adjacent ten (10) foot decomposed granite horse trail starting at Arlington Ave and connecting to the existing Santa Ana River Trail as shown in Exhibit A. A portion of the

AUG 30 2022 13.3

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PROJECT limits is within the City of Riverside.

- F. The DISTRICT has \$750,000 available through Western Regional Trail Development Impact Fee (Western DIF) Fund Number 30533 to fund this AGREEMENT with the COUNTY.
- G. The DISTRICT is the recipient of Clean Transportation Funding from the Mobile Source Reduction Committee under South Coast Air Quality Management District (AQMD) in the amount of \$250,000 (Contract No. ML14021) to install Class I Bikeway along the Santa Ana River Trail and Parkway. Funding under this contract terminates September 30, 2024, all work shall be completed by June 30, 2024.
- H. Since the COUNTY possesses the experience and qualified personnel required to fulfill the terms and conditions for receipt of the Western DIF and AQMD funds, DISTRICT and COUNTY desire to have the COUNTY assume responsibility to design and administer the construction of the PROJECT, including environmental documentation preparation, engineering plan preparation, construction inspection, construction contract administration, and general project management. The COUNTY's work will include selecting and directing consultant teams.
- I. DISTRICT has solicited support from COUNTY prior to execution of this AGREEMENT. The COUNTY through its Transportation Department has provided the requested support services including survey, environmental and engineering design services. DISTRICT and COUNTY desire to reimburse COUNTY for these support services provided by COUNTY commencing on or after June 30, 2022.

AGREEMENT

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

SECTION 1 - DISTRICT AGREES:

- 1. To provide oversight and support to COUNTY for the work necessary to complete the environmental documentation and environmental clearances in accordance with the California Environmental Quality Act (CEQA), and any other applicable State regulations.
- 2. To provide oversight and support to COUNTY for the work necessary to complete the preparation of detailed Plans, Specifications and Estimate (PS&E) documents for the PROJECT and to perform reviews at appropriate stages of development.
- 3. To fund one hundred percent (100%) of the cost for the COUNTY and the COUNTY's consultants to: prepare environmental documentation and obtain environmental clearance; prepare engineering plans,

1 specifications and estimates (PS&E); prepare right-of-way engineering documents; provide utility
2 coordination for the relocation of impacted utilities; advertise, award and administer a public works
3 construction contract necessary to construct the PROJECT improvements. The services will include
4 preliminary engineering and environmental documentation for the "full limits" of the PROJECT, as well as
5 final engineering plans and construction administration for the "construction limits" of the PROJECT. The
6 Total Estimated Cost for the PROJECT is provided in Exhibit B attached hereto and incorporated herein
7 by reference.

- 8 4. To deposit funds to the COUNTY a sum not to exceed one million dollars (\$1,000,000). DISTRICT agrees
9 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
10 Exhibit B, DISTRICT will in good faith consider an amendment to this AGREEMENT to include any such
11 costs under this AGREEMENT.
- 12 5. To pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY
13 staff and COUNTY's selected consultants for the PROJECT.
- 14 6. To maintain, or cause to be maintained by a third-party, the physical improvements constructed as part of
15 this PROJECT upon the COUNTY's filing of a Notice of Completion for the construction contract. Said
16 improvements include, but are not limited to, pavement, pavement markings, decomposed granite,
17 signage, litter and debris removal, and re-grading as may be needed. DISTRICT acknowledges that
18 COUNTY will not be providing short-term or long-term maintenance of said trail system improvements.

19 **SECTION 2 - COUNTY AGREES:**

- 20 1. To review PROJECT documents and provide oversight and support services to DISTRICT to assure work
21 is in compliance with regulatory and funding requirements.
- 22 2. To prepare an environmental document for the PROJECT using consultants selected and hired by the
23 COUNTY to coordinate and facilitate all the environmental document and environmental technical studies,
24 to coordinate and facilitate required environmental permitting and required mitigation, and to obtain
25 necessary environmental clearances in accordance with CEQA and other applicable State regulations.
26 The PROJECT limits for the environmental document, as well as preliminary engineering in support of the
27 environmental document, will include the full half (0.5) mile segment starting at Arlington Ave and
28 connecting to the existing Santa Ana River Trail while passing through the City of Riverside.

- 1 3. To perform final engineering and to prepare detailed PS&E documents for the PROJECT using consultants
2 selected and hired by the COUNTY. Final PS&E documents shall be signed and stamped by a Civil
3 Engineer registered in the State of California. The PROJECT limits for the final engineering and detailed
4 PS&E documents will include the "construction limits" of the PROJECT only.
- 5 4. To assist in identifying and locating all utility facilities within the construction limits of the PROJECT. If any
6 existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all
7 necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All
8 utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall
9 be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work
10 within the jurisdiction of the City of Riverside and Southern California Edison (SCE) to obtain a facility
11 owner's encroachment permit prior to the performance of said relocation work. DISTRICT and COUNTY
12 shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments. In the
13 case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be
14 borne by the PROJECT as reimbursable through DISTRICT.
- 15 5. To perform right-of-way engineering, consisting of research, surveying and preparation of legal
16 descriptions for easements, necessary within the construction limits of the PROJECT.
- 17 6. To coordinate and facilitate all engineering document submittals through Caltrans for work within Caltrans
18 right-of-way within the construction limits of the PROJECT.
- 19 7. To make written application to the City of Riverside for encroachment permits into right-of-way authorizing
20 entry for the purposes of preparing the environmental and PS&E documents and for constructing the
21 PROJECT improvements.
- 22 8. To advertise, award, and administer a public works contract for the construction of PROJECT in
23 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
24 requirements, laws or regulations, including but not limited to the local agency public construction codes,
25 California Labor Code, and California Public Contract Code.
- 26 9. To construct the PROJECT in accordance with approved PS&E documents.
- 27 10. COUNTY agrees to provide timely invoicing to DISTRICT, invoices for all contracts reimbursed under this
28 AGREEMENT shall be submitted on a quarterly basis at minimum.

- 1 11. To submit any contract change order that causes the construction contract to exceed ten percent (10%)
- 2 of the contract bid amount for PROJECT improvements to DISTRICT for review and approval prior to final
- 3 authorization by COUNTY.
- 4 12. To furnish DISTRICT with as-built record drawings and all contract records, including survey documents,
- 5 within six (6) months following the COUNTY's filing of a Notice of Completion for the PROJECT
- 6 construction contract.
- 7 13. To furnish DISTRICT a final reconciliation of PROJECT expenses by June 30, 2024 following the
- 8 COUNTY's filing of a Notice of Completion for the PROJECT construction contract. If final construction
- 9 costs associated with the PROJECT improvements are in excess of payments received, then COUNTY
- 10 shall include a final bill with the financial reconciliation. If final construction costs associated with the
- 11 PROJECT improvements are less than the payments received, then COUNTY shall include a
- 12 reimbursement for the difference with the financial reconciliation.

SECTION 3 - IT IS MUTUALLY AGREED AS FOLLOWS:

- 14 1. The responsibilities of COUNTY to provide preliminary engineering, environmental documentation, final
- 15 engineering PS&E documents, utility coordination, right-of-way engineering, construction, construction
- 16 contract administration, and funding program coordination services are for the specific limits of the
- 17 PROJECT as described in this AGREEMENT.
- 18 2. COUNTY shall not solicit construction bids until DISTRICT has approved the PROJECT PS&E documents.
- 19 3. The total cost of PROJECT is estimated to be one million dollars (\$1,000,000) as detailed in the attached
- 20 Exhibit B.
- 21 4. COUNTY is not obligated to proceed with construction unless adequate funding is identified and
- 22 appropriated.
- 23 5. If upon opening the construction bids for the PROJECT, the bids indicate a cost overrun of no more than
- 24 ten percent (10%) of the Total Estimated Cost as described in Exhibit B, COUNTY may award the contract.
- 25 6. If upon opening the construction bids for the PROJECT, the bids indicate a cost overrun exceeding ten
- 26 percent (10%) of the Total Estimated Cost, COUNTY and DISTRICT shall endeavor to agree upon a
- 27 course of action. If, after thirty (30) calendar days from the date of bid opening, a course of action is not
- 28 agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent and COUNTY shall

1 be eligible for reimbursement of expenses up to the point of termination.

2 7. Construction by COUNTY of improvements referred to herein which lie within City of Riverside right-of-
3 way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor,
4 authorizing such work, has been issued by the City of Riverside.

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

12 9. Upon completion of construction, DISTRICT shall be responsible for the maintenance of the PROJECT
13 improvements as described in the AGREEMENT, permits, or terms of the owners of the underlying
14 properties and rights, including but not limited to the City of Riverside.

15 10. DISTRICT and COUNTY understand and agree that COUNTY's responsibility for the physical condition of
16 the PROJECT terminates upon the issuance of a Notice of Completion of the construction contract and
17 that COUNTY has no responsibility to maintain PROJECT improvements, nor to further coordinate the
18 PROJECT's improvements upon Notice of Completion of the construction contract. DISTRICT agrees that
19 it is solely responsible, along with any third parties with whom the DISTRICT enters into an agreement
20 with, to maintain the PROJECT improvements.

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

24 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
25 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any
26 work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is further agreed that
27 pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless
28 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason

1 of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or
2 jurisdiction delegated to DISTRICT under this AGREEMENT.

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

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

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

18 16. This AGREEMENT shall terminate twelve (12) months after the filing of a Notice of Completion for the
19 PROJECT construct contract or upon mutual agreements of the parties, except the indemnification
20 provisions shall survive until the statute of limitations shall have expired for any such claims.

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

24 18. All notices, demands, invoices, and written communications shall be in writing and delivered to the
25 following addresses or such other address as the PARTIES may designate:
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COUNTY: Riverside County Transportation and Land Management Agency,
Transportation Department
Attention: Mark Lancaster, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740

DISTRICT: Riverside County Regional Park and Open-Space District
Attention: Kyla Brown, General Manager
4600 Crestmore Road
Jurupa Valley, CA 92509
Phone: (951) 955-4398

[Signatures Page Follows]

1 APPROVALS

2 COUNTY Approvals

3 RECOMMENDED FOR APPROVAL:

4
5 Mark Lancaster Dated: 7-12-22
6

7 MARK LANCASTER

8 Director of Transportation

9
10 APPROVED AS TO FORM:

11 COUNTY COUNSEL

12 [Signature]
13

14 Deputy County Counsel

15
16 APPROVAL BY THE BOARD OF SUPERVISORS

17
18 Jeff Hewitt Dated: AUG 30 2022
19
20 **JEFF HEWITT**
21 PRINTED NAME

22 Chairman, Riverside County of Supervisors

23 ATTEST:

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25
26 [Signature] Dated: AUG 30 2022
27

28 KECIA R. HARPER

Clerk of the Board (SEAL)

DISTRICT Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

KYLA BROWN

General Manager

APPROVED AS TO FORM:

COUNTY COUNSEL

12 [Signature] Dated: 7/27/22
13

14 Deputy County Counsel

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16 APPROVAL BY THE BOARD OF DIRECTORS

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18 Chuck Washington Dated: AUG 30 2022
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20 **CHUCK WASHINGTON**
21 PRINTED NAME

22 Chairman, Board of Directors

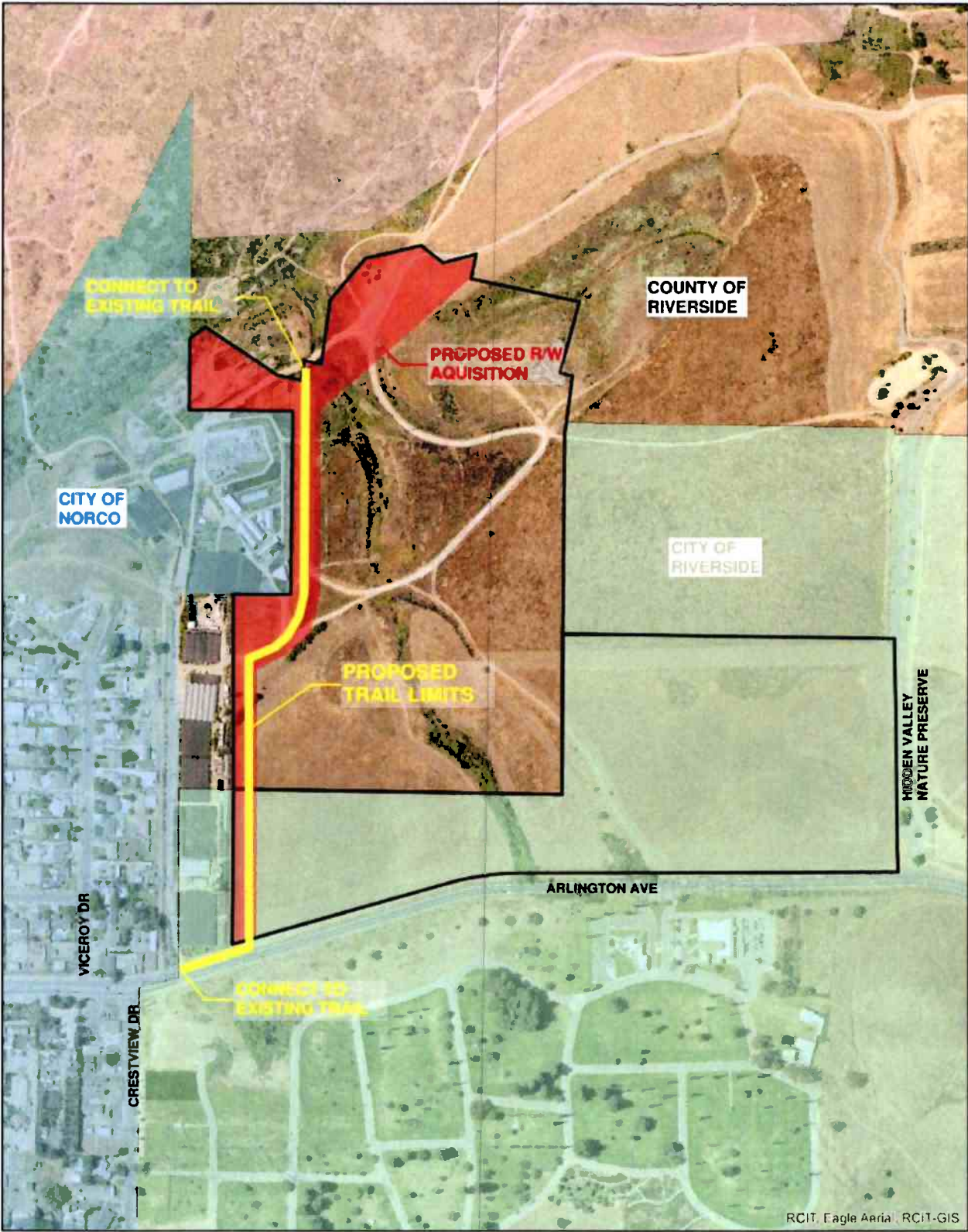
23 ATTEST:

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26 [Signature] Dated: AUG 30 2022
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28 KECIA R. HARPER

Clerk of the Board (SEAL)

EXHIBIT A • VICINITY MAP



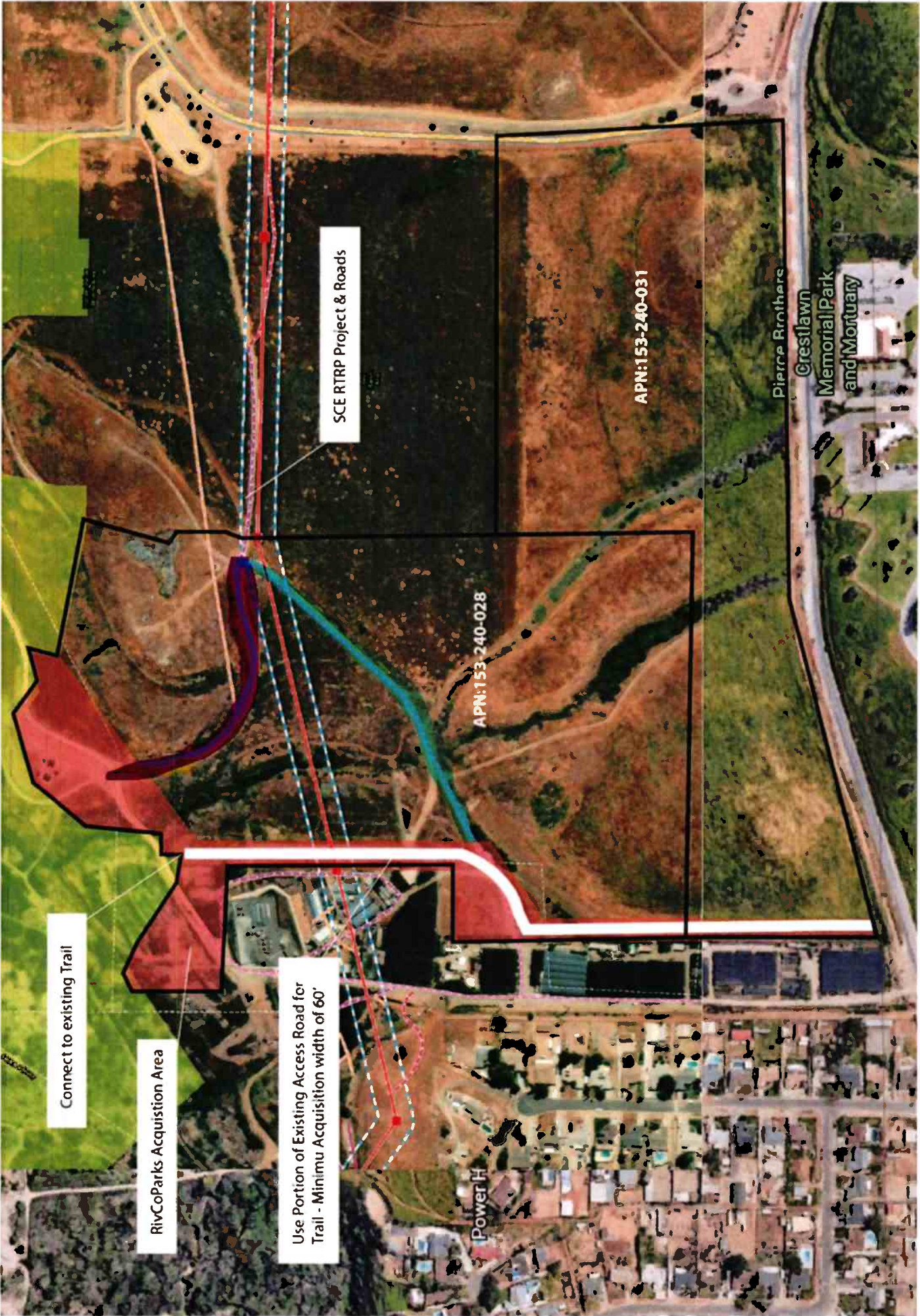
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1 Inch = 425 feet



EXHIBIT B • SANTA ANA RIVER TRAIL PHASE 7 PROJECT BUDGET

Activity	AQMD (local)	Western DIF (local)
Surveying, environmental, design engineering, and right of way	\$0	\$500,000
Construction and construction administration	\$0	\$250,000
Construction and construction administration (Class I Bikeway Only)	\$250,000	\$0
Total Estimated Cost	\$250,000	\$750,000
	\$1,000,000	

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Connect to existing Trail

RivCoParks Acquisition Area

Use Portion of Existing Access Road for Trail - Minimum Acquisition width of 60'

SCE RTRP Project & Roads

Power H

APN: 153-240-028

APN: 153-240-031

Pierre Brnothere

Crestlawn Memorial Park and Mortuary