

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



**ITEM: 13.1
(ID # 20482)**

MEETING DATE:
Tuesday, November 29, 2022

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Cooperative Agreement with the City of Menifee for the Design and Development of a Multi-use Segment of Salt Creek Trail; District 5. [\$100,000 Total Cost - Western Regional Trails Development Impact Fees 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Cooperative Agreement between the Riverside County Regional Park and Open-Space District (RivCoParks) and the City of Menifee for the design and development of a segment of Salt Creek Trail;
2. Authorize the Chairman to execute the Cooperative Agreement on behalf of RivCoParks;
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;
4. Authorize the General Manager, or designee, to increase cost of agreement up to 10% of the agreement amount; and
5. Direct the Clerk of the Board to return three (3) copies of the executed agreement to RivCoParks.

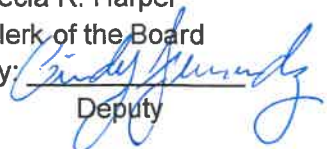
ACTION:Policy


Kyla R. Brown, General Manager 11/1/2022

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: Parks

Kecia R. Harper,
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Western Regional Trails Development Impact Fees Fund 30533 (previously approved budget)			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Salt Creek Trail is a 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.

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.

A portion of the proposed trail within the City of Menifee utilizes the Salt Creek crossing under the Interstate 215 freeway (I-215), located north of Newport Road and west of Antelope Road, with plans to continue parallel to and west of Antelope Road between Salt Creek and Aldergate Drive.

The District and the City seek to analyze a connecting segment extension from the currently built trail known as the Oasis Segment. This trail extension within the City of Menifee would connect the Regional Trail from the previously built segment to Aldergate Park behind the WellQuest and Oasis developments. The District and City seek to enter a cooperative agreement for up to \$100,000 for the District to share for costs associated with contracting an environmental and engineering consultant to analyze the current easements for this segment of the Salt Creek Trail.

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

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

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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 cooperative agreement will facilitate the Project moving forward to seek construction funding. The District's share of up to \$100,000 is being funded from Western Trails Development Impact Fees Fund 30533, allocated to Salt Creek Trail on 5/18/21 by M.O. 13.1

ATTACHMENTS:

Trail Reimbursement Agreement



Jason Farin, Principal Management Analyst 11/21/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 11/3/2022

CLERK'S COPY

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

**COOPERATIVE AGREEMENT
BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
AND
CITY OF MENIFEE**

This COOPERATIVE AGREEMENT ("Agreement") is entered into on November 29, 22 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, hereinafter called "DISTRICT", and the CITY of MENIFEE, a municipal corporation, hereinafter called "CITY", for the design of a Multi-Use Trail Segment on the Salt Creek Trail within the jurisdictional boundaries of the CITY and the DISTRICT. The DISTRICT and the CITY are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The DISTRICT and the CITY desire to develop a Multi-Use Trail segment along the Salt Creek Trail through areas in which each Party is respectively responsible.

B. The CITY will prepare plans and specifications for the design of a Multi-Use Trail Segment, for the Salt Creek Trail alignment through the CITY, analyzing for use the WellQuest Menifee. LLC and OASIS Housing Development easement described in Exhibit "B" attached hereto and by this reference incorporated herein ("PROJECT").

C. The PROJECT shall extend from Antelope Road east from the northern boundary of the property known as WellQuest of Menifee Lakes north of the Oasis Housing Development to the western boundary of Aldergate Park as shown in Exhibit "A", attached hereto and by this reference incorporated herein. Exhibit A consists of the alignment analysis and design and of a multi-use trail connecting the existing Salt Creek Trail segment west of Antelope Road in the CITY to Aldergate Park.

D. The DISTRICT wishes to fund the CITY'S efforts to analyze and design the PROJECT and furnish a contribution, hereinafter called "DISTRICT CONTRIBUTION", in the amount of up to one hundred percent (100%) of the estimated price. Notwithstanding the foregoing intention, the total DISTRICT CONTRIBUTION shall not exceed the sum of one-hundred-thousand dollars (\$100,000.00) in its Fiscal Year 2021-22 "Capital Improvement Budget."

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

11.29.22 13.1

SECTION I

CITY shall:

1. Act as the responsible lead agency and prepare all environmental documentation needed and secure all environmental clearances, permits, approvals or agreements required by any Federal or State resource and/or regulatory agency for the construction, operation and maintenance of the PROJECT.
2. Coordinate the analysis of existing easement as described in Exhibit B for use by the PROJECT and determine the need for additional easements or revisions to existing easements to complete this segment of the Salt Creek Trail. If the CITY determines that additional easements or revisions to existing easements are required for the PROJECT, the CITY shall use reasonable diligence to obtain such easements and revisions. The cost of obtaining any easements or revisions to existing easements pursuant to this Section are recoverable from the DISTRICT CONTRIBUTION following the procedure in Section II, 4. In the event the CITY is unable to complete the PROJECT due to the CITY's inability to obtain required easements or revisions to easements despite the CITY's reasonable diligence, the CITY shall be entitled to obtain reimbursement from the DISTRICT CONTRIBUTION pursuant to Section II, 4 below, of eligible costs incurred up to and including the date on which the CITY determines it is unable to complete the PROJECT.
3. Design the PROJECT pursuant to the CITY's authorization to proceed, and administer the PROJECT as a public works contract.
4. Solicit a design consultant, hereinafter called "CONSULTANT," to prepare plans, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY standards, and submit to DISTRICT for review and final approval, which approval shall not be unreasonably withheld. In the event the DISTRICT unreasonably withholds final approval of IMPROVEMENT PLANS such that the CITY cannot complete the PROJECT, the CITY shall be entitled to obtain reimbursement from the DISTRICT CONTRIBUTION pursuant to Section II, 4 below for eligible costs incurred up to and including the date on which the CITY determines it is unable to complete the PROJECT.
5. Invoice the DISTRICT for up to one hundred percent (100%) of the quoted design consulting costs upon DISTRICT's approval, subject to the maximum DISTRICT CONTRIBUTION of \$100,000.00 for the PROJECT.
6. Supervise and provide inspection services for all aspects of the PROJECT design.

SECTION II

DISTRICT shall:

1. Review the IMPROVEMENT PLANS and notify the CITY if and when the DISTRICT approves of the IMPROVEMENT PLANS.
2. Observe the PROJECT at the DISTRICT'S sole cost and expense. The DISTRICT shall provide any comments to CITY personnel who shall be solely responsible for all quality control,
3. Communicate with the CITY'S CONSULTANT during the design of PROJECT.
4. Pay the DISTRICT CONTRIBUTION to CITY consulting, analysis, and design costs in the quoted amount, within thirty (30) days following DISTRICT'S receipt of CITY'S invoice and documentation. However, the total DISTRICT CONTRIBUTION paid shall not exceed the sum of ONE-HUNDRED THOUSAND DOLLARS (\$100,000.00).

SECTION III

It is further mutually agreed:

1. The DISTRICT CONTRIBUTION shall be used by the CITY solely for the purpose of analyzing and designing the PROJECT as set forth herein.
2. The CITY shall indemnify, defend, save and hold harmless the DISTRICT (including its respective officers, districts, special districts and departments, their respective directors, officers, Board of Directors, Riverside County Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to the CITY'S (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
3. The DISTRICT shall indemnify, defend, save and hold harmless the CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action brought by third parties, present or future, based upon, arising out of or in any way relating to the DISTRICT'S (including its officers, Board of Directors, Riverside County Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual negligent acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever until the statute of limitations has run for such claims or actions.

4. In the event of any arbitration, action or suit brought by either the CITY or the DISTRICT against the other Party by reason of any breach on the part of the other Party of any of the covenants and agreements set forth in this Agreement, or any other dispute between the DISTRICT and the CITY concerning this Agreement, the prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the other party all costs and expenses or claims, including but not limited to, reasonable attorneys' fees and expert witness fees. This section shall survive any termination of this Agreement until the statute of limitations has run for such actions or suits.
5. The DISTRICT and the CITY shall retain or cause to be retained for audit, all records and accounts relating to the PROJECT for a minimum period of three (3) years from the date the CITY issues the notice of completion of the PROJECT.
6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
7. This Agreement is to be construed in accordance with the laws of the State of California.
8. Neither the CITY nor the DISTRICT shall assign this Agreement without the written consent of the other Party.
9. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.
10. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

IF TO DISTRICT:

RIVERSIDE COUNTY REGIONAL
 PARK & OPEN-SPACE DISTRICT
 4600 Crestmore Road
 Jurupa Valley, CA 92509

IF TO CITY:

CITY OF MENIFEE
 ATTN: COMMUNITY SERVICES DEP'T
 29844 Haun Road
 Menifee, CA 92586

11. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
12. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by the DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the DISTRICT because the DISTRICT prepared this Agreement in its final form.

13. Any waiver by the DISTRICT or the CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of the DISTRICT or the CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping the DISTRICT or the CITY from enforcing this Agreement.
14. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

[Signature Provisions on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

By: _____
KYLA BROWN
GENERAL MANAGER

By: Chuck Washington
CHUCK WASHINGTON,
CHAIRMAN, BOARD OF DIRECTORS

Date: 11/29/22

APPROVED AS TO FORM:

COUNTY COUNSEL

By: Kristine Bell-Valdez
KRISTINE BELL-VALDEZ
SUPERVISING COUNTY COUNSEL

ATTEST:

KECIA HARPER
CLERK OF THE BOARD

By: Bruna Smith
DEPUTY
(SEAL)

RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

By: _____
NAME
TITLE

By: _____
NAME
TITLE

APPROVED AS TO FORM:

ATTEST:

By: _____
CITY ATTORNEY

By: _____
CITY CLERK
(SEAL)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

By: _____
KYLA BROWN
GENERAL MANAGER

By: _____
CHUCK WASHINGTON,
CHAIRMAN, BOARD OF DIRECTORS

Date: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTEST:
KECIA HARPER
CLERK OF THE BOARD

By: _____
KRISTINE BELL-VALDEZ
SUPERVISING COUNTY COUNSEL

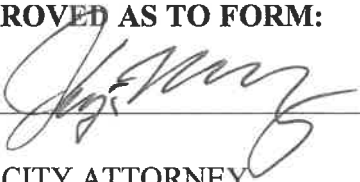
By: _____
DEPUTY
(SEAL)

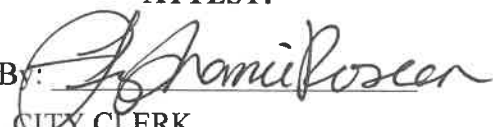
RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

By:  _____
CITY MANAGER

By:  _____
COMMUNITY SERVICES DIRECTOR

APPROVED AS TO FORM:
By:  _____
CITY ATTORNEY

ATTEST:
By:  _____
CITY CLERK
(SEAL)

11.29.27 13:1