

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



ITEM: 13.1  
(ID # 22062)

**MEETING DATE:**

Tuesday, July 18, 2023

**FROM :** Regional Parks and Open Space District:

**SUBJECT:** PARKS: Approval of the Service Agreement by and between Riverside County Regional Park and Open-Space District County of Riverside for the Lake Skinner, Rancho Jurupa and Idyllwild Campground Resurfacing Projects. District 2, 3, and 4; [\$4,923,000 Total Cost - ARPA Fund No 21735 100%] (Companion Item to MT Item 22221)

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

1. Approve the Service Agreement by and between Riverside County Regional Park and Open-Space District (District) and the Riverside County Transportation and Land Management Agency, Transportation Department (County) for the Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects and authorize the Chairman of the Board to execute the same;
2. Authorize the General Manager, or designee, to execute future amendments, as approved by County Counsel, that do not change the intent or purpose of the agreement; and
3. Instruct the Clerk of the Board to return one (1) copy of the Service Agreement to the District.

**ACTION:Policy**

  
Kyla R. Brown, General Manager 6/29/2023

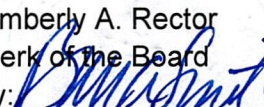
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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: July 18, 2023  
xc: Parks, Trans.

(Companion Item 3.29)

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS 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>	\$ 1,000,000	\$ 3,923,000	\$ 4,923,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> ARPA Fund No. 21735			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year:</b> 23/24-24/25	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Regional Park and Open-Space District (District) has determined that there is a need to rehabilitate the asphalt pavement on its access roads and parking areas at four (4) District managed sites located in the communities of Winchester, Jurupa Valley, and Idyllwild. The four (4) Parks Resurfacing Projects (Project) are the Lake Skinner Recreational Area, Rancho Jurupa Regional Park, Lawler Lodge, and Lawler Alpine Cabins. The Project will include reconstruction of main and access roads, repair and application of asphalt pavement sealer on parking areas, and paving of a campground site access road.

The District wishes to contract with the Riverside County Transportation Department (County) to be complete the Project due to the County's experience and expertise in delivering projects while coordinating the environmental, design, and construction process.

This Agreement between the County and District assigns responsibilities and designates funding obligations for the Project. County Counsel has approved this Agreement as to legal form. A companion item appears on County's agenda for this same date.

**Impact on Residents and Businesses**

The Project, when complete, will provide the public with a smooth paved roadway and parking spaces and increase safety while still providing high quality recreational opportunities and access to enjoy the great outdoors. The Project addresses impacts of increased use and deferred maintenance as a result of the pandemic.

**Additional Fiscal Information**

The total cost for the Project is estimated to be \$4,923,000. Project will be funded by ARPA allocations made to the District on October 4, 2022 (M.O. 13.1) and May 23, 2023 (M.O. 13.1).

**ATTACHMENTS:**

- Park Vicinity Map
- Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Service Agreement

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

  
Douglas Cordonez Jr. 7/10/2023

  
Kristine Bell-Valdez, Supervising Deputy County Counsel 6/30/2023



CLERK'S COPY

Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

FOR

LAKE SKINNER, RANCHO JURUPA, AND IDYLLWILD CAMPGROUND RESURFACING PROJECTS

This Service Agreement (hereinafter "AGREEMENT") is entered into this 18th day of July 2023, 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 rehabilitate the pavement on four separate campground sites in the Lake Skinner, Rancho Jurupa, and Idyllwild areas located within the County of Riverside (hereinafter "PARK PROJECT").

RECITALS

- A. WHEREAS, DISTRICT has determined that there is a need to rehabilitate the asphalt pavement on its access roads and parking spaces on four (4) campground sites located in the communities of Lake Skinner, Rancho Jurupa, and Idyllwild. The rehabilitation projects are: (1) Lake Skinner Park (Exhibit A1) – the reconstruction of the main park road with an approximate length of 1.5 miles, the application of a surface seal on an 1,800-foot segment of the main park road, and the repair and application of a surface seal of the Boat Launch No. 1 parking lot; (2) Rancho Jurupa Park (Exhibit A2) – the reconstruction of an existing park lot and the construction and paving of the Lakeview campground site access road; (3) Lawler Lodge (Exhibit A3) – the reconstruction of the access road and parking space with an approximate length of 400 feet; and (4) Alpine Cabins (Exhibit A3) – the reconstruction of the access road and parking space with an approximate length of 600 feet.
B. WHEREAS, DISTRICT desires COUNTY to be the lead agency and design and administer the construction of the PARK PROJECT, including environmental documentation preparation, engineering plan preparation, construction inspection, construction contract administration, and general project management.
C. WHEREAS, DISTRICT has \$4,923,000 available through the American Rescue Plan Act (ARPA) to fund

JUL 18 2023 3.29/3.30/13.1



1 this AGREEMENT with the COUNTY.

2 D. WHEREAS, COUNTY possesses the experience and qualified personnel required to fulfill the terms and  
3 conditions of this AGREEMENT, DISTRICT and COUNTY desire to have the COUNTY assume  
4 responsibility to design and administer the construction of the PARK PROJECT, including environmental  
5 documentation preparation, engineering plan preparation, construction inspection, construction contract  
6 administration, and general project management. The COUNTY's work will include selecting and directing  
7 consultant teams.

8 E. WHEREAS, DISTRICT has solicited support from COUNTY prior to execution of this AGREEMENT. The  
9 COUNTY through its Transportation Department has provided the requested support services including site  
10 visits, field reviews, and environmental and engineering design services. DISTRICT desire to reimburse  
11 COUNTY for these support services provided by COUNTY commencing on or after January 24, 2023.

12 **AGREEMENT**

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

14 **SECTION 1 - DISTRICT AGREES:**

- 15 1. Provide oversight and support to COUNTY for the work necessary to complete the environmental  
16 documentation and environmental clearances in accordance with the California Environmental Quality Act  
17 (CEQA), and any other applicable State regulations.
- 18 2. Provide oversight and support to COUNTY for the work necessary to complete the preparation of detailed  
19 Plans, Specifications and Estimate (PS&E) documents for the PARK PROJECT and to perform reviews at  
20 appropriate stages of development.
- 21 3. Fund one hundred percent (100%) of the cost up to a total amount not to exceed four million nine hundred  
22 twenty-three thousand dollars (\$4,923,000) for the COUNTY and the COUNTY's consultants to: prepare  
23 engineering plans, specifications and estimates (PS&E), advertise, award and administer a public works  
24 construction contract necessary to construct the PARK PROJECT improvements. The services will include  
25 preliminary engineering and environmental documentation for the "full limits" of the PARK PROJECT, as  
26 well as final engineering plans and construction administration for the "construction limits" of the PARK  
27 PROJECT. The Total Estimated Cost for the PARK PROJECT is provided in Exhibit B1, B2, and B3  
28 attached hereto and incorporated herein by reference.

- 1 4. Deposit funds to the COUNTY a sum not to exceed four million nine hundred twenty-three thousand dollars  
2 (\$4,923,000). DISTRICT agrees that should unforeseen circumstances arise which result in an increase of  
3 any costs over those shown in Exhibits B1 through B3, DISTRICT will in good faith consider an amendment  
4 to this AGREEMENT to include any such costs under this AGREEMENT.
- 5 5. Pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY staff  
6 and COUNTY's selected consultants for the PARK PROJECT.
- 7 6. Maintain, or cause to be maintained by a third-party, the physical improvements constructed as part of this  
8 PARK PROJECT upon the COUNTY's filing of a Notice of Completion for the construction contract. Said  
9 improvements include, but are not limited to, pavement, pavement markings, decomposed granite, signage,  
10 litter and debris removal, and re-grading as may be needed. DISTRICT acknowledges that COUNTY will  
11 not be providing short-term or long-term maintenance of pavement rehabilitation improvements.

12 **SECTION 2 - COUNTY AGREES:**

- 13 1. Review PARK PROJECT documents and provide oversight and support services to DISTRICT to assure  
14 work is in compliance with regulatory and funding requirements.
- 15 2. Prepare an environmental document for the PARK PROJECT using consultants selected and hired by the  
16 COUNTY to coordinate and facilitate all the environmental document and environmental technical studies,  
17 to coordinate and facilitate required environmental permitting and required mitigation, and to obtain  
18 necessary environmental clearances in accordance with CEQA and other applicable State regulations. The  
19 PARK PROJECT limits for the environmental document, as well as preliminary engineering in support of  
20 the environmental document, will include the Lake View campground site and the required water quality  
21 mitigation measures.
- 22 3. Perform final engineering and to prepare detailed PS&E documents for the PARK PROJECT using  
23 consultants selected and hired by the COUNTY. Final PS&E documents shall be signed and stamped by  
24 a Civil Engineer registered in the State of California. The PARK PROJECT limits for the final engineering  
25 and detailed PS&E documents will include the "construction limits" of the PARK PROJECT only.
- 26 4. Assist in identifying and locating all utility facilities within the construction limits of the PARK PROJECT. If  
27 any existing public and/or private utility facilities conflict with PARK PROJECT construction, COUNTY shall  
28 make all necessary arrangements with the owners of such facilities for their protection, relocation, or

*Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects*

1 removal. All utility facilities shall be identified on the PARK PROJECT plans and specifications, and  
2 conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors  
3 performing the relocation work within the jurisdiction of the DISTRICT to obtain a facility owner's  
4 encroachment permit prior to the performance of said relocation work. DISTRICT and COUNTY shall  
5 coordinate and cooperate in the effort to establish prior rights related to utility encroachments. In the case  
6 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne  
7 by the PARK PROJECT as reimbursable through DISTRICT.

- 8 5. Perform right-of-way engineering, consisting of research, surveying and preparation of legal descriptions  
9 for easements, necessary within the construction limits of the PARK PROJECT, where required.
- 10 6. Coordinate and facilitate all engineering document submittals through Caltrans for work within Caltrans  
11 right-of-way within the construction limits of the PARK PROJECT.
- 12 7. Advertise, award, and administer a public works contract for the construction of PARK PROJECT in  
13 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
14 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
15 California Labor Code, and California Public Contract Code.
- 16 8. Construct the PARK PROJECT in accordance with approved PS&E documents.
- 17 9. COUNTY agrees to provide timely invoicing to DISTRICT, invoices for all contracts reimbursed under this  
18 AGREEMENT shall be submitted on a quarterly basis at minimum.
- 19 10. Submit any contract change order that causes the construction contract to exceed ten percent (10%) of the  
20 contract bid amount for PARK PROJECT improvements to DISTRICT for review and approval prior to final  
21 authorization by COUNTY.
- 22 11. Furnish DISTRICT with as-built record drawings and all contract records, including survey documents,  
23 within six (6) months following the COUNTY's filing of a Notice of Completion for the PARK PROJECT  
24 construction contract.
- 25 12. Furnish DISTRICT a final reconciliation of PARK PROJECT expenses by December 30, 2024 following the  
26 COUNTY's filing of a Notice of Completion for the PARK PROJECT construction contract. If final  
27 construction costs associated with the PARK PROJECT improvements are in excess of payments received,  
28 then COUNTY shall include a final bill with the financial reconciliation. If final construction costs associated



1 with the PARK PROJECT improvements are less than the payments received, then COUNTY shall include  
2 a reimbursement for the difference with the financial reconciliation.

3 **SECTION 3 - IT IS MUTUALLY AGREED AS FOLLOWS:**

- 4 1. The responsibilities of COUNTY to provide preliminary engineering, environmental documentation, final  
5 engineering PS&E documents, utility coordination, right-of-way engineering, construction, construction  
6 contract administration, and funding program coordination services are for the specific limits of the PARK  
7 PROJECT as described in this AGREEMENT.
- 8 2. COUNTY shall not solicit construction bids until DISTRICT has approved the PARK PROJECT PS&E  
9 documents.
- 10 3. The total cost of PARK PROJECT is estimated to be four million nine hundred twenty-three thousand dollars  
11 (\$4,923,000) as detailed in the attached Exhibits B1 through B3.
- 12 4. COUNTY is not obligated to proceed with construction unless adequate funding is identified and  
13 appropriated.
- 14 5. If upon opening the construction bids for the PARK PROJECT, the bids indicate a cost overrun of no more  
15 than ten percent (10%) of the Total Estimated Cost as described in Exhibit B1, B2, and B3, COUNTY may  
16 award the contract.
- 17 6. If upon opening the construction bids for the PARK PROJECT, the bids indicate a cost overrun exceeding  
18 ten percent (10%) of the Total Estimated Cost, COUNTY and DISTRICT shall endeavor to agree upon a  
19 course of action. If, after thirty (30) calendar days from the date of bid opening, a course of action is not  
20 agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent and COUNTY shall  
21 be eligible for reimbursement of expenses up to the point of termination.
- 22 7. COUNTY shall cause COUNTY's contractor to maintain in force until COUNTY's filing of a Notice of  
23 Completion for the PARK PROJECT construction contract a policy of Commercial Liability Insurance,  
24 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000  
25 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000  
26 minimum. Endorsements to each policy shall be required to name COUNTY, DISTRICT, City of Riverside,  
27 State of California, its officers, agents and employees, as additionally insured. COUNTY shall also require  
28 COUNTY's contractor to maintain Worker's Compensation Insurance.

*Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects*

- 1 8. Upon completion of construction, DISTRICT shall be responsible for the maintenance of the PARK  
2 PROJECT improvements as described in the AGREEMENT, permits, or terms of the owners of the  
3 underlying properties and rights.
- 4 9. DISTRICT and COUNTY understand and agree that COUNTY's responsibility for the physical condition of  
5 the PARK PROJECT terminates upon the issuance of a Notice of Completion of the construction contract  
6 and that COUNTY has no responsibility to maintain PARK PROJECT improvements, nor to further  
7 coordinate the PARK PROJECT's improvements upon Notice of Completion of the construction contract.  
8 DISTRICT agrees that it is solely responsible, along with any third parties with whom the DISTRICT enters  
9 into an agreement with, to maintain the PARK PROJECT improvements.
- 10 10. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years  
11 beginning on the date of final payment all records and accounts relating to the PARK PROJECT.
- 12 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
13 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any  
14 work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is further agreed that  
15 pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless  
16 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason  
17 of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or  
18 jurisdiction delegated to DISTRICT under this AGREEMENT.
- 19 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability  
20 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any  
21 work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that  
22 pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless  
23 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason  
24 of anything done or omitted to be done by COUNTY under or in connection with any work, authority or  
25 jurisdiction delegated to COUNTY under this AGREEMENT.
- 26 13. This AGREEMENT and the exhibits herein contain the entire agreement between the parties and are  
27 intended by the parties to completely state the agreement in full. Any agreement or representation  
28 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth

1 in this AGREEMENT, is null and void.

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

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

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

12 17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following  
13 addresses or such other address as the parties may designate:

14  
15 COUNTY: Riverside County Transportation and Land Management Agency  
16 Transportation Department  
17 Attention: Mark Lancaster, Director of Transportation  
18 4080 Lemon Street, 8<sup>th</sup> Floor  
19 Riverside, CA 92501  
20 Phone: (951) 955-6740  
21

22 DISTRICT: Riverside County Regional Park and Open-Space District  
23 Attention: Kyla Brown, General Manager  
24 4600 Crestmore Road  
25 Jurupa Valley, CA 92509  
26 Phone: (951) 955-4398  
27  
28



[Signature Page Follows]

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**APPROVALS**

**COUNTY Approvals**

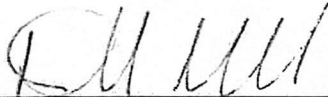
RECOMMENDED FOR APPROVAL:

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL



Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS



KEVIN JEFFRIES

PRINTED NAME

Chairman, Riverside County of Supervisors

ATTEST:



KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

**DISTRICT Approvals**

RECOMMENDED FOR APPROVAL:

KYLA BROWN


General Manager

APPROVED AS TO FORM:

COUNTY COUNSEL

Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS



CHUCK WASHINGTON

PRINTED NAME

Chairman, Board of Directors

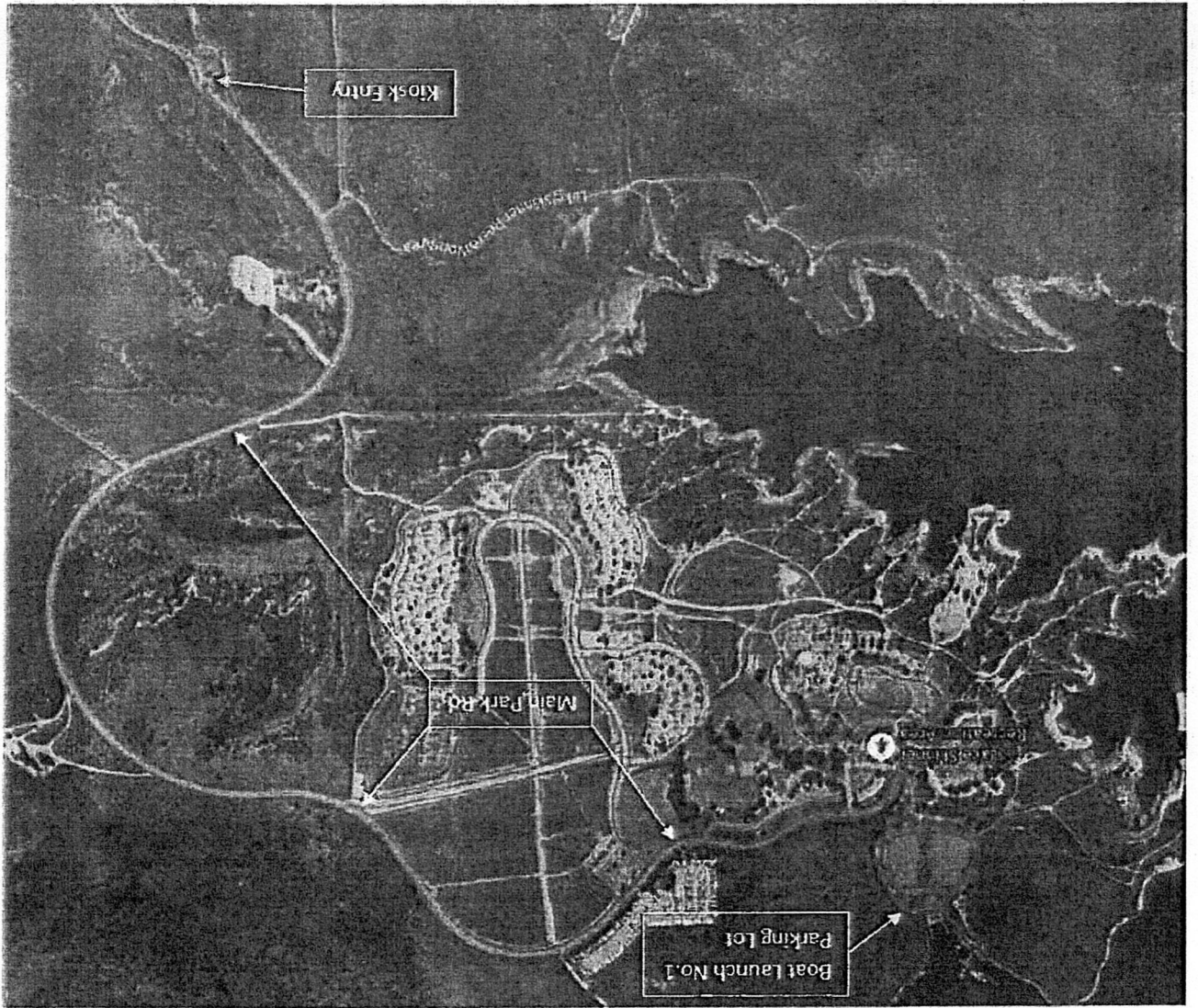
ATTEST:



KIMBERLY A. RECTOR

Clerk of the Board (SEAL)

EXHIBIT A1 • VICINITY MAP - LAKE SKINNER PARK



LAKE SKINNER PARK

LAKE SKINNER PARK

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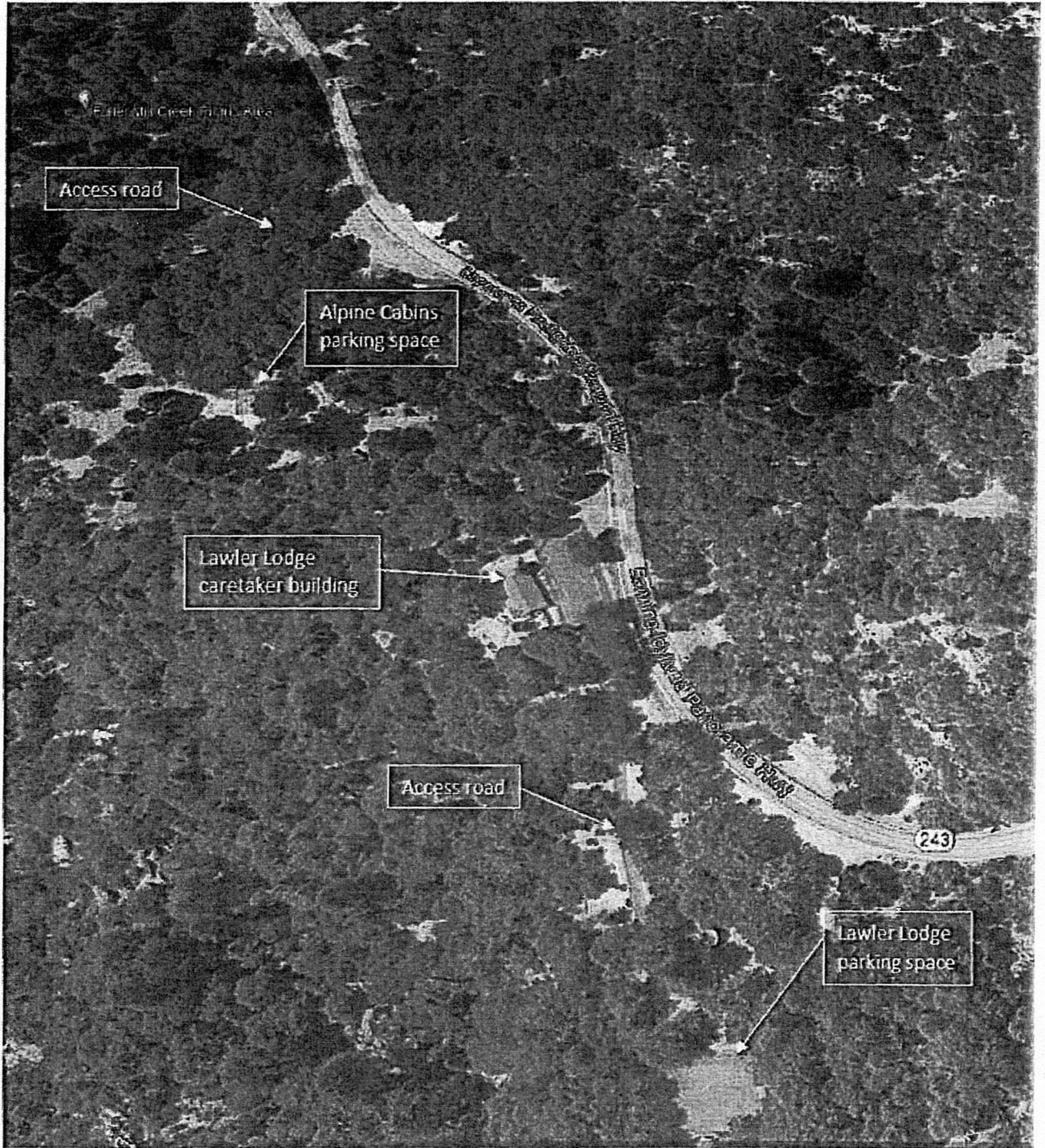


EXHIBIT A2 • VICINITY MAP – RANCHO JURUPA PARK



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EXHIBIT A3 • VICINITY MAP – LAWLER LODGE & ALPINE CABINS



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EXHIBIT B1 • LAKE SKINNER PROJECT COST ESTIMATE

Main Park Road Resurfacing (approx. 1.5 mi)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$158,000	\$158,000	\$0
Construction inspection and administration	\$130,000	\$130,000	\$0
Construction	\$874,000	\$874,000	\$0
<b>Total Estimated Cost</b>	<b>\$1,162,000</b>	<b>\$1,162,000</b>	<b>\$0</b>

Main Park Road Slurry Seal (approx. 1,800 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Environmental and design engineering	\$7,000	\$7,000	\$0
Construction inspection and administration	\$7,000	\$7,000	\$0
Construction	\$28,000	\$28,000	\$0
<b>Total Estimated Cost</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$0</b>

Boat Launch No.1 Parking Lot Repair and Surface Seal

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental and design engineering	\$55,000	\$55,000	\$0
Construction inspection and administration	\$59,000	\$59,000	\$0
Construction	\$392,000	\$392,000	\$0
<b>Total Estimated Cost</b>	<b>\$506,000</b>	<b>\$506,000</b>	<b>\$0</b>

Grand total estimated cost is \$1,710,000



EXHIBIT B2 • RANCHO JURUPA PROJECT COST ESTIMATE

Parking Lot Resurfacing

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$82,000	\$82,000	\$0
Construction inspection and administration	\$81,000	\$81,000	\$0
Construction	\$542,000	\$542,000	\$0
<b>Total Estimated Cost</b>	<b>\$705,000</b>	<b>\$705,000</b>	<b>\$0</b>

Lakeview Campground Paving

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$334,000	\$334,000	\$0
Hydrology Study, WQMP, SWPPP and other special studies for drainage	\$51,000	\$51,000	\$0
Construction inspection and administration	\$228,000	\$228,000	\$0
Construction	\$1,469,000	\$1,469,000	\$0
<b>Total Estimated Cost</b>	<b>\$2,082,000</b>	<b>\$2,082,000</b>	<b>\$0</b>

Grand total estimated cost is \$2,787,000



EXHIBIT B3 • LAWLER LODGE & ALPINE CABINS PROJECT COST ESTIMATE

Lawler Lodge Access Road Resurfacing (approx. 400 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$37,000	\$37,000	\$0
Construction inspection and administration	\$28,000	\$28,000	\$0
Construction	\$186,000	\$186,000	\$0
<b>Total Estimated Cost</b>	<b>\$251,000</b>	<b>\$251,000</b>	<b>\$0</b>

Alpine Cabins Access Road Resurfacing (approx. 600 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental and design engineering	\$21,000	\$21,000	\$0
Construction inspection and administration	\$21,000	\$21,000	\$0
Construction	\$133,000	\$133,000	\$0
<b>Total Estimated Cost</b>	<b>\$175,000</b>	<b>\$175,000</b>	<b>\$0</b>

Grand total estimated cost is \$426,000

CLERK'S COPY

Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects

County Office Box 1147, Riverside, Ca 92502-1147

Thank you.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

FOR

LAKE SKINNER, RANCHO JURUPA, AND IDYLLWILD CAMPGROUND RESURFACING PROJECTS

This Service Agreement (hereinafter "AGREEMENT") is entered into this 18th day of July 2023, 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 rehabilitate the pavement on four separate campground sites in the Lake Skinner, Rancho Jurupa, and Idyllwild areas located within the County of Riverside (hereinafter "PARK PROJECT").

RECITALS

- A. WHEREAS, DISTRICT has determined that there is a need to rehabilitate the asphalt pavement on its access roads and parking spaces on four (4) campground sites located in the communities of Lake Skinner, Rancho Jurupa, and Idyllwild. The rehabilitation projects are: (1) Lake Skinner Park (Exhibit A1) – the reconstruction of the main park road with an approximate length of 1.5 miles, the application of a surface seal on an 1,800-foot segment of the main park road, and the repair and application of a surface seal of the Boat Launch No. 1 parking lot; (2) Rancho Jurupa Park (Exhibit A2) – the reconstruction of an existing park lot and the construction and paving of the Lakeview campground site access road; (3) Lawler Lodge (Exhibit A3) – the reconstruction of the access road and parking space with an approximate length of 400 feet; and (4) Alpine Cabins (Exhibit A3) – the reconstruction of the access road and parking space with an approximate length of 600 feet.
B. WHEREAS, DISTRICT desires COUNTY to be the lead agency and design and administer the construction of the PARK PROJECT, including environmental documentation preparation, engineering plan preparation, construction inspection, construction contract administration, and general project management.
C. WHEREAS, DISTRICT has \$4,923,000 available through the American Rescue Plan Act (ARPA) to fund

JUL 18 2023 3.29/3.30/13.1

1 this AGREEMENT with the COUNTY.

2 D. WHEREAS, COUNTY possesses the experience and qualified personnel required to fulfill the terms and  
3 conditions of this AGREEMENT, DISTRICT and COUNTY desire to have the COUNTY assume  
4 responsibility to design and administer the construction of the PARK PROJECT, including environmental  
5 documentation preparation, engineering plan preparation, construction inspection, construction contract  
6 administration, and general project management. The COUNTY's work will include selecting and directing  
7 consultant teams.

8 E. WHEREAS, DISTRICT has solicited support from COUNTY prior to execution of this AGREEMENT. The  
9 COUNTY through its Transportation Department has provided the requested support services including site  
10 visits, field reviews, and environmental and engineering design services. DISTRICT desire to reimburse  
11 COUNTY for these support services provided by COUNTY commencing on or after January 24, 2023.

12 **AGREEMENT**

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

14 **SECTION 1 - DISTRICT AGREES:**

- 15 1. Provide oversight and support to COUNTY for the work necessary to complete the environmental  
16 documentation and environmental clearances in accordance with the California Environmental Quality Act  
17 (CEQA), and any other applicable State regulations.
- 18 2. Provide oversight and support to COUNTY for the work necessary to complete the preparation of detailed  
19 Plans, Specifications and Estimate (PS&E) documents for the PARK PROJECT and to perform reviews at  
20 appropriate stages of development.
- 21 3. Fund one hundred percent (100%) of the cost up to a total amount not to exceed four million nine hundred  
22 twenty-three thousand dollars (\$4,923,000) for the COUNTY and the COUNTY's consultants to: prepare  
23 engineering plans, specifications and estimates (PS&E), advertise, award and administer a public works  
24 construction contract necessary to construct the PARK PROJECT improvements. The services will include  
25 preliminary engineering and environmental documentation for the "full limits" of the PARK PROJECT, as  
26 well as final engineering plans and construction administration for the "construction limits" of the PARK  
27 PROJECT. The Total Estimated Cost for the PARK PROJECT is provided in Exhibit B1, B2, and B3  
28 attached hereto and incorporated herein by reference.

*Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects*

- 1 4. Deposit funds to the COUNTY a sum not to exceed four million nine hundred twenty-three thousand dollars  
2 (\$4,923,000). DISTRICT agrees that should unforeseen circumstances arise which result in an increase of  
3 any costs over those shown in Exhibits B1 through B3, DISTRICT will in good faith consider an amendment  
4 to this AGREEMENT to include any such costs under this AGREEMENT.
- 5 5. Pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY staff  
6 and COUNTY's selected consultants for the PARK PROJECT.
- 7 6. Maintain, or cause to be maintained by a third-party, the physical improvements constructed as part of this  
8 PARK PROJECT upon the COUNTY's filing of a Notice of Completion for the construction contract. Said  
9 improvements include, but are not limited to, pavement, pavement markings, decomposed granite, signage,  
10 litter and debris removal, and re-grading as may be needed. DISTRICT acknowledges that COUNTY will  
11 not be providing short-term or long-term maintenance of pavement rehabilitation improvements.

12 **SECTION 2 - COUNTY AGREES:**

- 13 1. Review PARK PROJECT documents and provide oversight and support services to DISTRICT to assure  
14 work is in compliance with regulatory and funding requirements.
- 15 2. Prepare an environmental document for the PARK PROJECT using consultants selected and hired by the  
16 COUNTY to coordinate and facilitate all the environmental document and environmental technical studies,  
17 to coordinate and facilitate required environmental permitting and required mitigation, and to obtain  
18 necessary environmental clearances in accordance with CEQA and other applicable State regulations. The  
19 PARK PROJECT limits for the environmental document, as well as preliminary engineering in support of  
20 the environmental document, will include the Lake View campground site and the required water quality  
21 mitigation measures.
- 22 3. Perform final engineering and to prepare detailed PS&E documents for the PARK PROJECT using  
23 consultants selected and hired by the COUNTY. Final PS&E documents shall be signed and stamped by  
24 a Civil Engineer registered in the State of California. The PARK PROJECT limits for the final engineering  
25 and detailed PS&E documents will include the "construction limits" of the PARK PROJECT only.
- 26 4. Assist in identifying and locating all utility facilities within the construction limits of the PARK PROJECT. If  
27 any existing public and/or private utility facilities conflict with PARK PROJECT construction, COUNTY shall  
28 make all necessary arrangements with the owners of such facilities for their protection, relocation, or



*Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects*

1 removal. All utility facilities shall be identified on the PARK PROJECT plans and specifications, and  
2 conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors  
3 performing the relocation work within the jurisdiction of the DISTRICT to obtain a facility owner's  
4 encroachment permit prior to the performance of said relocation work. DISTRICT and COUNTY shall  
5 coordinate and cooperate in the effort to establish prior rights related to utility encroachments. In the case  
6 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne  
7 by the PARK PROJECT as reimbursable through DISTRICT.

- 8 5. Perform right-of-way engineering, consisting of research, surveying and preparation of legal descriptions  
9 for easements, necessary within the construction limits of the PARK PROJECT, where required.
- 10 6. Coordinate and facilitate all engineering document submittals through Caltrans for work within Caltrans  
11 right-of-way within the construction limits of the PARK PROJECT.
- 12 7. Advertise, award, and administer a public works contract for the construction of PARK PROJECT in  
13 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
14 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
15 California Labor Code, and California Public Contract Code.
- 16 8. Construct the PARK PROJECT in accordance with approved PS&E documents.
- 17 9. COUNTY agrees to provide timely invoicing to DISTRICT, invoices for all contracts reimbursed under this  
18 AGREEMENT shall be submitted on a quarterly basis at minimum.
- 19 10. Submit any contract change order that causes the construction contract to exceed ten percent (10%) of the  
20 contract bid amount for PARK PROJECT improvements to DISTRICT for review and approval prior to final  
21 authorization by COUNTY.
- 22 11. Furnish DISTRICT with as-built record drawings and all contract records, including survey documents,  
23 within six (6) months following the COUNTY's filing of a Notice of Completion for the PARK PROJECT  
24 construction contract.
- 25 12. Furnish DISTRICT a final reconciliation of PARK PROJECT expenses by December 30, 2024 following the  
26 COUNTY's filing of a Notice of Completion for the PARK PROJECT construction contract. If final  
27 construction costs associated with the PARK PROJECT improvements are in excess of payments received,  
28 then COUNTY shall include a final bill with the financial reconciliation. If final construction costs associated

1 with the PARK PROJECT improvements are less than the payments received, then COUNTY shall include  
2 a reimbursement for the difference with the financial reconciliation.

3 **SECTION 3 - IT IS MUTUALLY AGREED AS FOLLOWS:**

- 4 1. The responsibilities of COUNTY to provide preliminary engineering, environmental documentation, final  
5 engineering PS&E documents, utility coordination, right-of-way engineering, construction, construction  
6 contract administration, and funding program coordination services are for the specific limits of the PARK  
7 PROJECT as described in this AGREEMENT.
- 8 2. COUNTY shall not solicit construction bids until DISTRICT has approved the PARK PROJECT PS&E  
9 documents.
- 10 3. The total cost of PARK PROJECT is estimated to be four million nine hundred twenty-three thousand dollars  
11 (\$4,923,000) as detailed in the attached Exhibits B1 through B3.
- 12 4. COUNTY is not obligated to proceed with construction unless adequate funding is identified and  
13 appropriated.
- 14 5. If upon opening the construction bids for the PARK PROJECT, the bids indicate a cost overrun of no more  
15 than ten percent (10%) of the Total Estimated Cost as described in Exhibit B1, B2, and B3, COUNTY may  
16 award the contract.
- 17 6. If upon opening the construction bids for the PARK PROJECT, the bids indicate a cost overrun exceeding  
18 ten percent (10%) of the Total Estimated Cost, COUNTY and DISTRICT shall endeavor to agree upon a  
19 course of action. If, after thirty (30) calendar days from the date of bid opening, a course of action is not  
20 agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent and COUNTY shall  
21 be eligible for reimbursement of expenses up to the point of termination.
- 22 7. COUNTY shall cause COUNTY's contractor to maintain in force until COUNTY's filing of a Notice of  
23 Completion for the PARK PROJECT construction contract a policy of Commercial Liability Insurance,  
24 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000  
25 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000  
26 minimum. Endorsements to each policy shall be required to name COUNTY, DISTRICT, City of Riverside,  
27 State of California, its officers, agents and employees, as additionally insured. COUNTY shall also require  
28 COUNTY's contractor to maintain Worker's Compensation Insurance.

*Lake Skinner, Rancho Jurupa, and Idyllwild Campground Resurfacing Projects*

- 1 8. Upon completion of construction, DISTRICT shall be responsible for the maintenance of the PARK  
2 PROJECT improvements as described in the AGREEMENT, permits, or terms of the owners of the  
3 underlying properties and rights.
- 4 9. DISTRICT and COUNTY understand and agree that COUNTY's responsibility for the physical condition of  
5 the PARK PROJECT terminates upon the issuance of a Notice of Completion of the construction contract  
6 and that COUNTY has no responsibility to maintain PARK PROJECT improvements, nor to further  
7 coordinate the PARK PROJECT's improvements upon Notice of Completion of the construction contract.  
8 DISTRICT agrees that it is solely responsible, along with any third parties with whom the DISTRICT enters  
9 into an agreement with, to maintain the PARK PROJECT improvements.
- 10 10. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years  
11 beginning on the date of final payment all records and accounts relating to the PARK PROJECT.
- 12 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
13 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any  
14 work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is further agreed that  
15 pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY harmless  
16 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason  
17 of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or  
18 jurisdiction delegated to DISTRICT under this AGREEMENT.
- 19 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability  
20 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any  
21 work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that  
22 pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT harmless  
23 from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason  
24 of anything done or omitted to be done by COUNTY under or in connection with any work, authority or  
25 jurisdiction delegated to COUNTY under this AGREEMENT.
- 26 13. This AGREEMENT and the exhibits herein contain the entire agreement between the parties and are  
27 intended by the parties to completely state the agreement in full. Any agreement or representation  
28 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth

1 in this AGREEMENT, is null and void.

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

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

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

12 17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following  
13 addresses or such other address as the parties may designate:

14  
15 COUNTY: Riverside County Transportation and Land Management Agency  
16 Transportation Department  
17 Attention: Mark Lancaster, Director of Transportation  
18 4080 Lemon Street, 8<sup>th</sup> Floor  
19 Riverside, CA 92501  
20 Phone: (951) 955-6740

21  
22 DISTRICT: Riverside County Regional Park and Open-Space District  
23 Attention: Kyla Brown, General Manager  
24 4600 Crestmore Road  
25 Jurupa Valley, CA 92509  
26 Phone: (951) 955-4398  
27  
28



[Signature Page Follows]

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1 **APPROVALS**

2 **COUNTY** Approvals

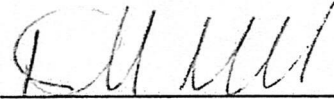
3 RECOMMENDED FOR APPROVAL:

6 \_\_\_\_\_  
7 **MARK LANCASTER**

8 Director of Transportation

9  
10 APPROVED AS TO FORM:

11 COUNTY COUNSEL

12 

13 \_\_\_\_\_  
14 Deputy County Counsel

15  
16 APPROVAL BY THE BOARD OF SUPERVISORS

17  
18 

19 \_\_\_\_\_  
20 **KEVIN JEFFRIES**

21 PRINTED NAME

22 Chairman, Riverside County of Supervisors

23 ATTEST:

24  
25 

26 \_\_\_\_\_  
27 **KIMBERLY A. RECTOR**

28 Clerk of the Board (SEAL)

**DISTRICT** Approvals

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

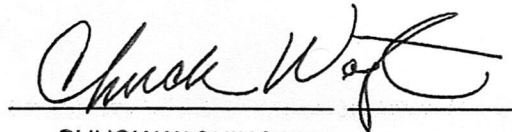
**KYLA BROWN**  
General Manager

APPROVED AS TO FORM:

COUNTY COUNSEL

\_\_\_\_\_

APPROVAL BY THE BOARD OF DIRECTORS



\_\_\_\_\_

PRINTED NAME

Chairman, Board of Directors

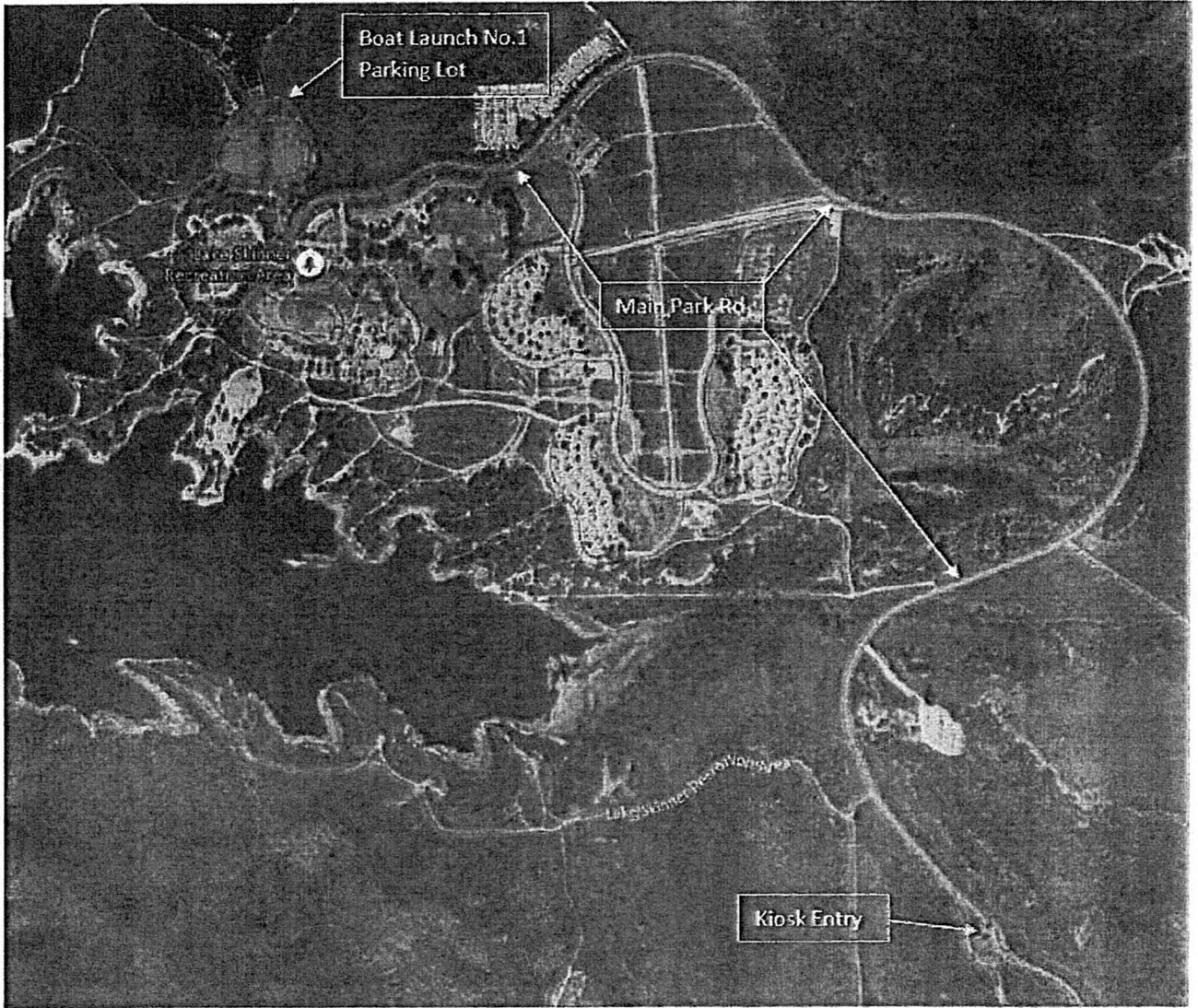
ATTEST:



\_\_\_\_\_

Clerk of the Board (SEAL)

EXHIBIT A1 • VICINITY MAP – LAKE SKINNER PARK



2019/04/24

2019/04/24

EXHIBIT A2 • VICINITY MAP – RANCHO JURUPA PARK



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EXHIBIT A3 • VICINITY MAP – LAWLER LODGE & ALPINE CABINS

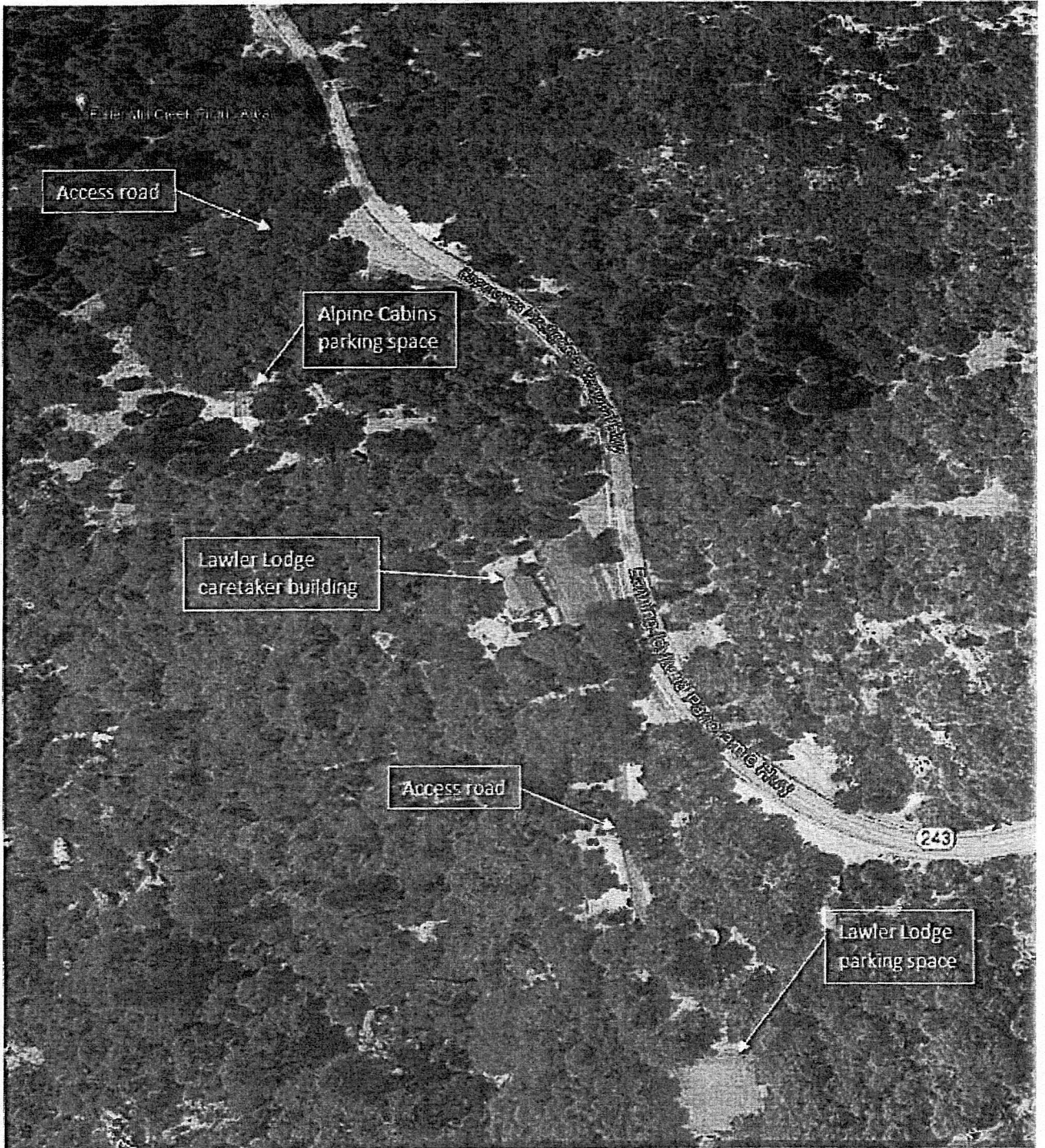


EXHIBIT B1 • LAKE SKINNER PROJECT COST ESTIMATE

Main Park Road Resurfacing (approx. 1.5 mi)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$158,000	\$158,000	\$0
Construction inspection and administration	\$130,000	\$130,000	\$0
Construction	\$874,000	\$874,000	\$0
<b>Total Estimated Cost</b>	<b>\$1,162,000</b>	<b>\$1,162,000</b>	<b>\$0</b>

Main Park Road Slurry Seal (approx. 1,800 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Environmental and design engineering	\$7,000	\$7,000	\$0
Construction inspection and administration	\$7,000	\$7,000	\$0
Construction	\$28,000	\$28,000	\$0
<b>Total Estimated Cost</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$0</b>

Boat Launch No.1 Parking Lot Repair and Surface Seal

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental and design engineering	\$55,000	\$55,000	\$0
Construction inspection and administration	\$59,000	\$59,000	\$0
Construction	\$392,000	\$392,000	\$0
<b>Total Estimated Cost</b>	<b>\$506,000</b>	<b>\$506,000</b>	<b>\$0</b>

Grand total estimated cost is \$1,710,000

EXHIBIT B2 • RANCHO JURUPA PROJECT COST ESTIMATE

Parking Lot Resurfacing

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$82,000	\$82,000	\$0
Construction inspection and administration	\$81,000	\$81,000	\$0
Construction	\$542,000	\$542,000	\$0
<b>Total Estimated Cost</b>	<b>\$705,000</b>	<b>\$705,000</b>	<b>\$0</b>

Lakeview Campground Paving

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$334,000	\$334,000	\$0
Hydrology Study, WQMP, SWPPP and other special studies for drainage	\$51,000	\$51,000	\$0
Construction inspection and administration	\$228,000	\$228,000	\$0
Construction	\$1,469,000	\$1,469,000	\$0
<b>Total Estimated Cost</b>	<b>\$2,082,000</b>	<b>\$2,082,000</b>	<b>\$0</b>

Grand total estimated cost is \$2,787,000

EXHIBIT B3 • LAWLER LODGE & ALPINE CABINS PROJECT COST ESTIMATE

Lawler Lodge Access Road Resurfacing (approx. 400 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental, and design engineering	\$37,000	\$37,000	\$0
Construction inspection and administration	\$28,000	\$28,000	\$0
Construction	\$186,000	\$186,000	\$0
<b>Total Estimated Cost</b>	<b>\$251,000</b>	<b>\$251,000</b>	<b>\$0</b>

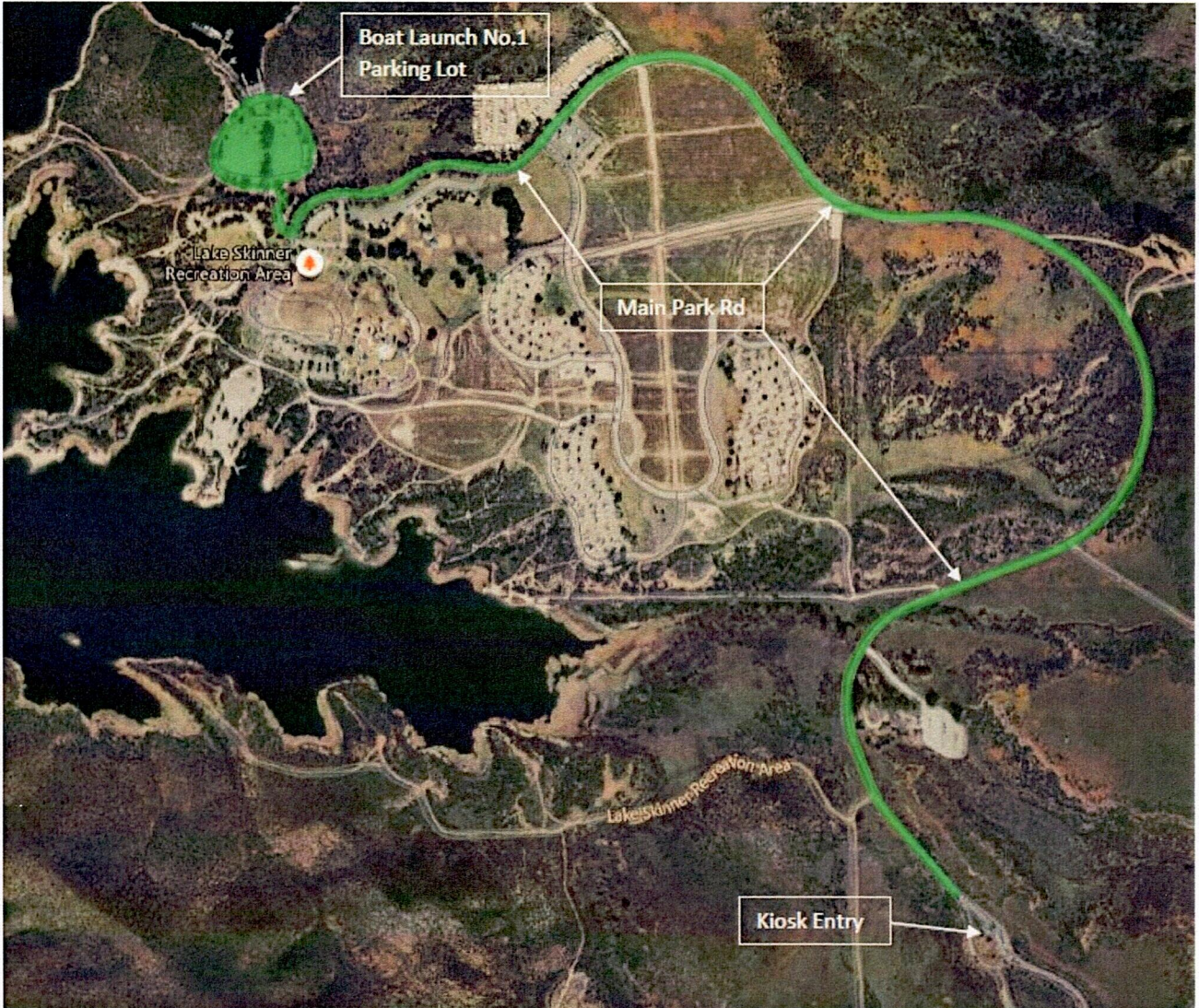
Alpine Cabins Access Road Resurfacing (approx. 600 ft)

ACTIVITY	TOTAL	DISTRICT	COUNTY
Surveying, environmental and design engineering	\$21,000	\$21,000	\$0
Construction inspection and administration	\$21,000	\$21,000	\$0
Construction	\$133,000	\$133,000	\$0
<b>Total Estimated Cost</b>	<b>\$175,000</b>	<b>\$175,000</b>	<b>\$0</b>

Grand total estimated cost is \$426,000



# VICINITY MAP – LAKE SKINNER PARK





# VICINITY MAP – LAWLER LODGE & ALPINE CABINS





VICINITY MAP – RANCHO JURUPA PARK

