

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



**ITEM: 13.2  
(ID # 23101)**

**MEETING DATE:**  
Tuesday, October 17, 2023

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

**SUBJECT:** REGIONAL PARKS & OPEN SPACE DISTRICT: Approval of Professional Service Agreement with Albert A. Webb Associates for the District 4 Regional Park Feasibility Study; CEQA Exempt per State CEQA Guidelines Sections 15306 and 15262; District 4; [Fund 21735 - \$250,000; Fund 33100 - \$162,295]

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15306 – Information Gathering and 15262 – Feasibility & Planning Studies;

Continued on Page 2

**ACTION:Policy**

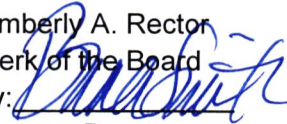
  
Kyla R. Brown, General Manager 9/27/2023

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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 17, 2023  
xc: Parks, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Approve the Professional Service Agreement (Agreement) with Albert A. Webb Associates for the District 4 Regional Park Feasibility Study for one year with a maximum total amount of \$412,925 with the option to renew for one additional one year period;
3. Authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (RivCoParks);
4. Authorize the General Manager, or designee, to execute future amendments and make ministerial changes to the Agreement, as approved by County Counsel, that do not change the intent or purpose of the Agreement and encumber additional funds less than 10% of the total contract amount;
5. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the RivCoParks; and
6. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of Board approval.

<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>	\$ 300,000	\$ 112,925	\$ 412,925	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> ARP Act Coronavirus Relief Fund 21735 - \$250,000; Park Acq & Dev, District Fund 33100 - \$162,925			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 23-24, 24-25	

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

**BACKGROUND:**

**Summary**

Riverside County Regional Park and Open-Space District (RivCoParks) has identified a disparity between recreational demand and available regional parks in Eastern Riverside County. To address this, RivCoParks intends to conduct a feasibility study to determine options available for potential future development of a new regional park facility in District 4. Diminishing quantity of available lands, rapidly increasing land costs, changes in environmental regulations, and public demand for such a facility makes this feasibility study of the utmost importance.

The feasibility study will be conducted by a neutral third-party consulting firm with experience in public lands development and park operations. A Request for Proposals seeking proposals from parties qualified to conduct such a study was advertised, and closed on May 24, 2023. One proposal was received. Upon review and determination that the submitted proposal was responsive, RivCoParks would like to move forward with awarding the contract to Albert A. Webb Associates.

The Agreement has been approved as to form by County Counsel.

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

**Impact on Residents and Businesses**

RivCoParks remains committed to their vision of providing diverse and challenging opportunities for all Riverside County residents while addressing economic, environmental, and social concerns. The proposed feasibility study will review properties currently held by RivCoParks or other public agencies, as well as examine potential sites for new acquisition and/or future development in District 4.

**CEQA Considerations**

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant CEQA Guidelines Sections 15306 – Information Gathering and 15262 – Feasibility & Planning Studies. A feasibility study is being conducted to determine options available for the future development of a new regional park facility in Eastern Riverside County. No ground disturbing activities will take place as part of this study.

**ATTACHMENTS:**

1. Professional Services Agreement
2. Notice of Exemption

  
\_\_\_\_\_  
Douglas Cardonez Jr. 10/10/2023

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 10/4/2023

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Riverside
4080 Lemon Street
Riverside, CA 92501

From: (Public Agency):
Riverside County Regional Park and Open-Space District
4600 Crestmore Road, Jurupa Valley, CA 92509
(Address)

Project Title: District 4 Regional Park Feasibility Study

Project Applicant: Riverside County Regional Park and Open-Space District

Project Location - Specific:
Eastern Riverside County

Project Location - City: N/A Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The study will assist the applicant to determine a realistic and documented need to support the possible development of a regional park facility in Eastern Riverside County. This will be accomplished through the completion of a Market Needs Assessment, Feasibility, and Community input and participation.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park and Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 15306 - Information Gathering; 15262 - Feasibility & Planning Studies
Statutory Exemptions. State code number:

Reasons why project is exempt:

Project consists entirely of basic data collection, research, and resource evaluation activities which will not result in any disturbance to an environmental resource. It will be utilized for possible future actions which have not been approved, adopted, or funded.

Lead Agency
Contact Person: Gaby Adame Area Code/Telephone/Extension: (951) 955-1395

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: 9/20/2023 Title: Bureau Chief

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202301132
10/23/2023 05:00 PM Fee: \$ 50.00
Page 1 of 1

Removed: By: Deputy



**PROFESSIONAL SERVICE AGREEMENT**

**for**

**CONSULTING SERVICES**

**Between**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

**and**

**ALBERT A. WEBB ASSOCIATES**



OCT 17 2023 13.2

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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **ALBERT A. WEBB ASSOCIATES**, a California Stock Corporation (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a Park and open-space district created pursuant to the California Public Resource Code, Division 5, Chapter 3, Article 3., (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services at the prices stated in Exhibit B - Cost Proposal. The Project Schedule is outlined and specified in Exhibit C, and Exhibit D contains the District Map and Site Locations (Attachment 1-5).

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for one (1) year with the option to renew for one (1) additional year, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Cost Proposal. Maximum payments by DISTRICT to CONTRACTOR shall not exceed FOUR HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$412,925.00) including all expenses. The DISTRICT is not

responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange DISTRICT areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509  
OR: Email invoices to: [parks-finance@rivcoparks.org](mailto:parks-finance@rivcoparks.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**PKARC-91843-01-04/25**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not



allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

## **7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

## **8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a

Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.6** CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in County of Riverside before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

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

**CONTRACTOR**

ALBERT A. WEBB ASSOCIATES  
3788 McCray Street  
Riverside, CA 92506

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.



**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. In respect to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the District Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the District's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or

certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

**23.12** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Rd,  
Jurupa Valley, CA 92509

By: *Chuck Washington*  
CHUCK WASHINGTON, Chair  
Board of Supervisors

Dated: 10/17/23

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By: *Bruce Smith*  
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: *KB Waldz*  
~~Paula S. Salcido~~  
Deputy County Counsel

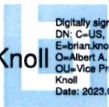
**CONTRACTOR**

ALBERT A. WEBB ASSOCIATES

3788 McCray Street  
Riverside, CA 92506

By: \_\_\_\_\_  
Name: ~~Matthew Webb~~ Brian P. Knoll  
Title: ~~President/CEO~~ COO

Dated: 9/14/2023

 Digitally signed by Brian P. Knoll  
DN: C=US,  
E=brian.knoll@webbassociates.com,  
OU=Albert A. Webb Associates,  
OU=Vice President, CN=Brian P.  
Knoll  
Date: 2023.09.14 09:38:55-0700

OCT 17 2023 13.2

**Exhibit A**  
**Scope of Services**

1. PROJECT OBJECTIVE:

1.1. Contractor shall acknowledge and build upon prior efforts to develop a Regional Park Facility in District 4 in Riverside County.

1.2. Contractor shall rank four (4) sites identified below by APN (Attachment D, Exhibits 2-5):

1.2.1. Site #1 APNs 638350002 and 638390002 (Attachment D, Exhibit 2)

1.2.2. Site #2 APNs 671120001, 671130002, 671170003, 671170005, 671170010, 671170011, 671190001, 671190002, 671190003, 671190004, 671190005, 671190006, 671190007, 671190008, 671190009, 671210001, 67120002, 67120003, 67120004, 67120006, 671200010, 671200011 (Attachment D, Exhibit 3)

1.2.3. Site #3 APNs 697020001, 697020002, 697020003, 697020004, 697020005, 697020012, 697020017, 697030001, 697030002, 697030003, 697030004, 697150001, 697150006, 697150007, 697160001, 697160005, 697160006, 697160008, 697160009, 697160010, 697160018, 697160019, 745380001, 745380002, 745380003, 745401014 (Attachment D, Exhibit 4)

1.2.4. Site #4 APN 723200003 (Attachment D, Exhibit 5)

1.2.5. If the selected sites are not feasible, contractor is to identify multiple site locations in District 4 for conducting conceptual planning and economic feasibility.

1.3. Contractor shall establish County-wide Stakeholders Group and area-specific, community-based stakeholder groups.

1.4. Contractor shall formulate a stakeholder-based Project Elements package for each of the conceptual planning areas.

1.5. Contractor shall articulate regional enforcement and education outreach goals for each of the areas.

1.6. Contractor shall identify environmental constraints and concerns for each of the areas.

1.7. Contractor shall accomplish site specific concept planning and conceptual design.

1.8. Contractor shall recommend sustainable funding models, including examples currently in operation.

1.9. Contractor shall conduct an economic analysis for each site to identify costs and revenue(loss).

1.10. Contractor shall identify opportunities for public-private participation.

1.11. Contractor shall maintain objectivity throughout the planning process.

## 2. PROGRAMMING

2.1. Contractor is to provide the following:

2.1.1. Provide/conduct market study research guide in the form of a narrative complete with a pros and cons chart.

2.1.2. Advise RivCoParks staff of future barriers that have not yet been identified related to building of a Regional Park Facility within District four (4) limits. Some examples are below but are not limited to:

### 2.1.2.1. Infrastructure

- 2.1.2.1.1. Power
- 2.1.2.1.2. Sewer/Septic
- 2.1.2.1.3. Roads/Access
- 2.1.2.1.4. Drainage
- 2.1.2.1.5. Solid Waste
- 2.1.2.1.6. Broadband
- 2.1.2.1.7. Flood Protection
- 2.1.2.1.8. Water

### 2.1.2.2. Environmental

- 2.1.2.2.1. Geological
- 2.1.2.2.2. Sensitive/ endangered species/ habitats

### 2.1.2.3. Cultural

- 2.1.2.3.1. Native American sites
- 2.1.2.3.2. Historical sites

2.1.3. Provide partnership in finding resources and solutions to challenges associated with the project, which include, but not limited to, identifying grant opportunities, additional outside funding sources and guiding a public/private relationship with outside organizations that may be interested in partnerships.

2.1.4. Conduct community engagement efforts; prepare public media responses, assist RivCoParks in the marketing and communications plan associated with the project and other related duties.

2.2. Contractor shall conduct one (1) community outreach meeting at each site.

2.3. Project status meetings with RivCoParks Staff at kickoff, 30%, 60%, 90%, and full completion.



3. **REPORTING**

3.1. Contractor shall provide progress reports prior to invoicing which show the work completed. Updates shall include percentage of work completed and type of work performed. District staff will utilize the provided progress reports to verify work completed and authorize payment.

4. **INVOICES**

4.1. Contractor will be paid based on provided invoices, invoices are to be submitted in duplicate. For this contract, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road,  
Jurupa Valley, CA 92509

OR: Email invoices to: [Park-finance@rivco.org](mailto:Park-finance@rivco.org)

To ensure prompt payment of your invoices, awarded Contractor MUST promptly register with the County of Riverside Purchasing.

4.2. Voluntary E-Payment Program: Awarded Contractor may register with the County's Auditor Controllers Office to participate in this program.

4.3. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill-to" and "ship-to" addresses of ordering department/division; contract number (to be provided upon award); invoiced must be itemized, quantities; item descriptions, unit prices, individual/company performing services, hourly rate, hours spent performing the task, extensions, sales/use tax if applicable, and an invoice total.

4.4. Progress Payments are acceptable on completed deliverables only as listed in Cost Proposal, Exhibit A, and Invoices shall be rendered "monthly" in arrears.

4.5. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10

**Exhibit B  
Cost Proposal**

<u>Item</u>	<u>Proposal Price</u>
<b>A. Programming</b>	
1. Market Study Research	\$ <u>33,825</u>
2. Community engagement efforts (4 meetings)	
Services Performed by Albert A Webb Associates	\$ <u>36,865</u>
Services Performed by Communications LAB	\$ <u>112,900</u>
3. Feasibility Study	\$ <u>154,555</u>
<b>B. Site Selection</b>	
1. Site Selection Service	\$ <u>46,680</u>
2. Economic development impact report	\$ <u>28,100</u>
<b>D. Additional Survey Work (if needed)</b>	\$ _____
<b>TOTAL COST FOR THIS PROJECT</b>	\$ <u>412,925</u> (In Numbers)

four hundred twelve thousand, nine hundred twenty-five dollars 00/100 Dollars  
(In Words)

Contractor shall attach an hourly rate sheet to this form for use for extra services, if there is a need.

## EXHIBIT C

### Project Schedule

#### **Presentation of Analysis, Findings and Format of Deliverables:**

1. **Guidance Report (PDF format) :**
  - a. Utilizing prior efforts
  - b. Guides site selection
  - c. Provide alternative site criteria
  - d. Contains intel related to economic development impact
2. **Ranking Report (PDF format):**
  - a. Market research
  - b. Reviews each site
  - c. Future Infrastructure barriers
  - d. Environmental barriers
  - e. Funding sources
  - f. Economic feasibility
  - g. Community engagement results
  - h. Optional sites
  - i. Ranking report
3. **Stakeholder element package (PDF format)**
4. **Site specific concept plan/final report (PDF format)**
  - a. High level bubble concept plans
  - b. Economic analysis to identify costs
  - c. Site cost estimates
  - d. Opportunities for public/private participation
  - e. Final report

#### **Schedule Adherence:**

As an example of past performance adhering to schedules: Key personnel on the Esperanza Cabins Feasibility Study project included Landscape Architecture Manager Jeff Hutchins, who remained the project manager throughout the project. Jeff's experience managing projects from design through construction, as well as status as a licensed contractor, provided as knowledge base to ensure adherence with the schedule, budget and overall objective. WEBB's high performance on this project lead to additional work for WEBB creating a set of Bridging Documents for this project.

WEBB created a schedule for submittals for the Esperanza Feasibility Study and Bridging Documents, and within this schedule provided a review window which ranged from 2 weeks to 2 months depending on which entities were involved in the review process. Providing a schedule which incorporated this review process set targets for the review process and allowed the team to understand the components of the review process.



**Project Name: DISTRICT 4 REGIONAL PARK FEASIBILITY STUDY**  
**Client: RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DEPARTMENT**

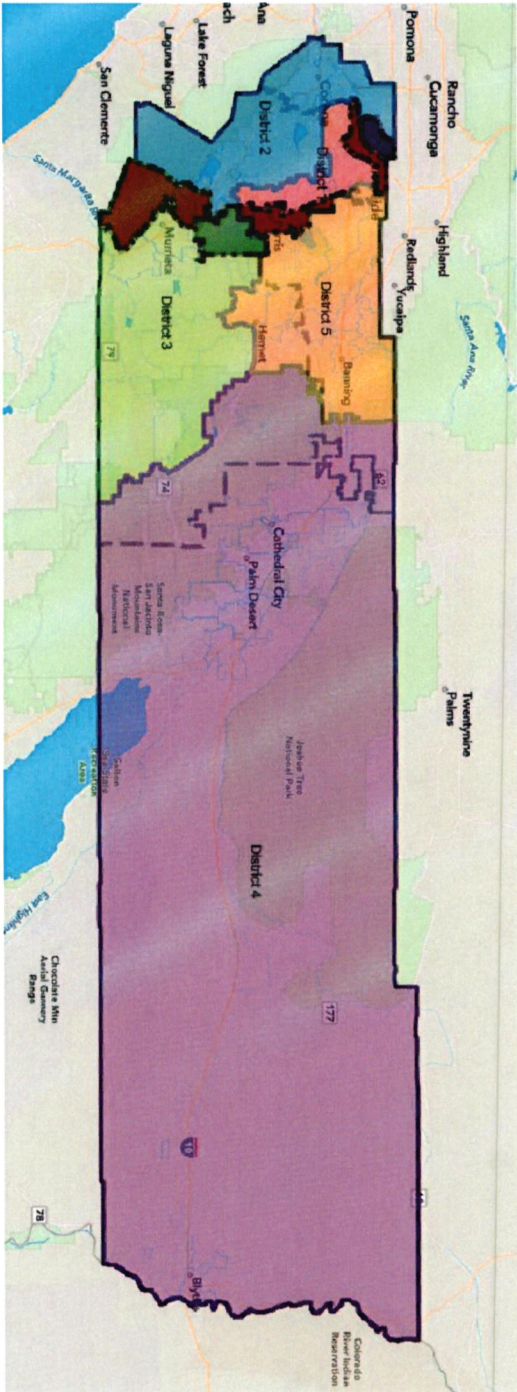
Associate Assigned	Hutchins, Jeff P.	Assistant V	Volpe, Nicole C.	Assistant V	Corea, Jesse	Principal II	Standerfer, Stephanie M.	Assistant V	Waters, Virginia C.	Assistant V	Paymard, Marshall	Associate III	Daniel, Calen M.	Assistant V	Avila, Noemi	COMMUNICATIONS LAB
Classification																
<b>Task 1 - Project Set up/build upon prior efforts</b>																
1.1 Review prior work	X	X	X	X												
1.2 provide report to build upon prior efforts	X	X	X	X												X
1.3 develop guide for site selection	X	X	X	X												X
1.4 provide alternative site criteria	X	X	X	X												X
1.5 Provide intel related to economic development impact	X	X	X	X												X
1.6 Kick off meeting	X	X	X	X												X
<b>Task 2 - Rank 3 sites</b>																
2.1 Provide market research guide	X	X	X	X												X
2.2 pros and cons chart	X	X	X	X												
2.3 Review each site	X	X	X	X												
2.4 Future infrastructure barriers	X	X	X	X												
2.5 Environmental Barriers	X	X	X	X												
2.6 environmental meetings	X	X	X	X												
2.7 Find funding sources	X	X	X	X												
2.8 Provide economic feasibility study	X	X	X	X												
2.9 community engagement	X	X	X	X												
2.10 optional sites	X	X	X	X												
2.11 project status meetings (2)	X	X	X	X												
2.12 provide ranking report	X	X	X	X												
<b>Task 3 - Establishing stakeholders</b>																
3.1 Community outreach for each site	X	X	X	X												X
3.2 Provide stakeholder project element package	X	X	X	X												X
3.3 articulate regional enforcement and education outreach goals	X	X	X	X												X
3.4 Provide support for media responses	X	X	X	X												X
3.5 Assist Fivos in marketing	X	X	X	X												X
3.6 Provide stakeholder groups names and associated site	X	X	X	X												X
<b>Task 4 - Site-specific concept/planning report</b>																
4.1 4 high level bubble concept plans	X	X	X	X												
4.2 economic analysis to identify costs	X	X	X	X												
4.3 site cost estimates	X	X	X	X												
4.4 identify opportunities for public/private participation	X	X	X	X												X
4.5 Final report	X	X	X	X												X
4.6 project status meetings (3)	X	X	X	X												X



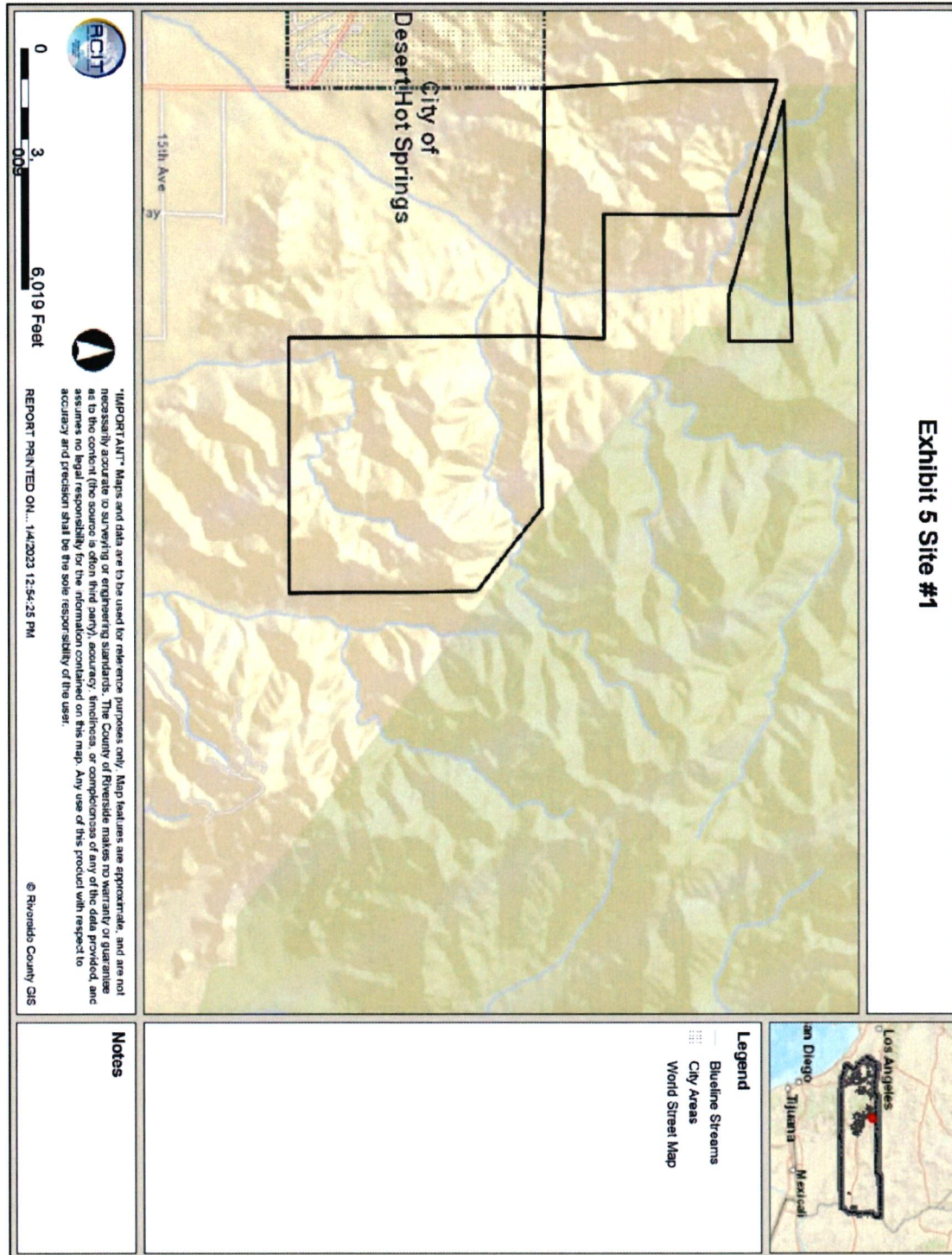
**EXHIBIT D**

**DISTRICT MAP AND SITE LOCATIONS**

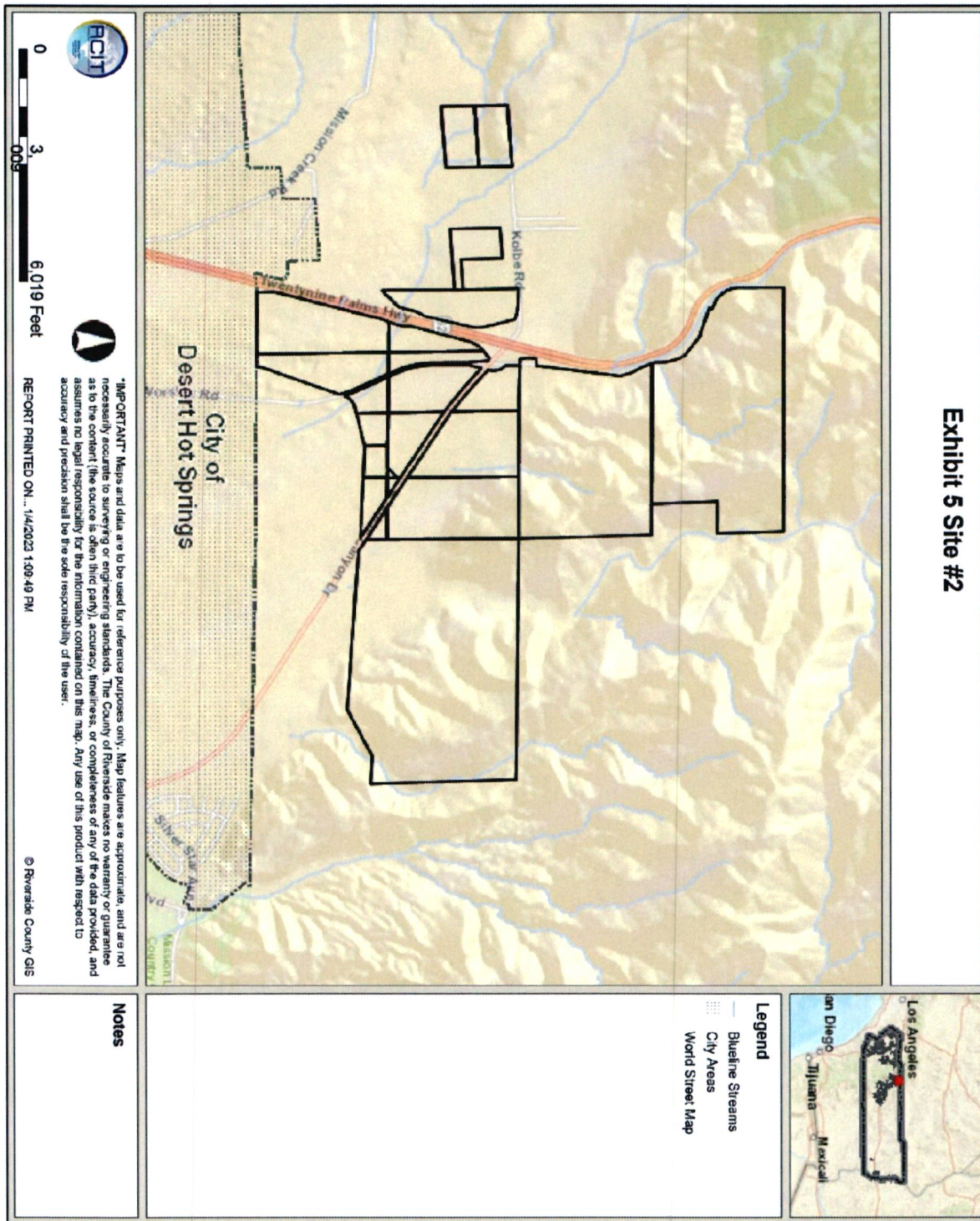
**ATTACHMENT 1 – RIVERSIDE COUNTY DISTRICT BOUNDARIES MAP**



**ATTACHMENT 2 – SITE #1**

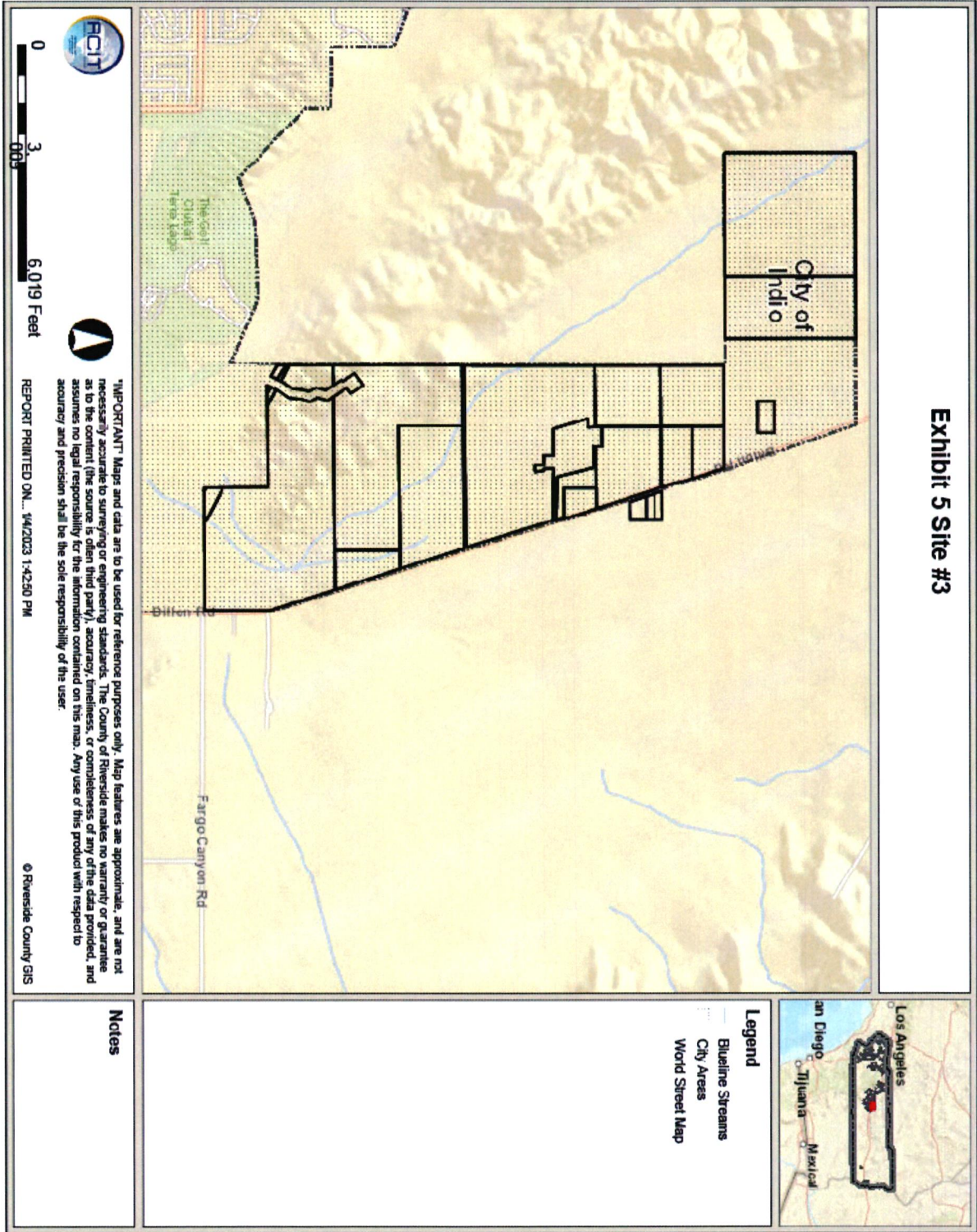


**ATTACHMENT 3 – Site #2**





ATTACHMENT 4 - SITE #3



#3

### ATTACHMENT 5 - SITE #4

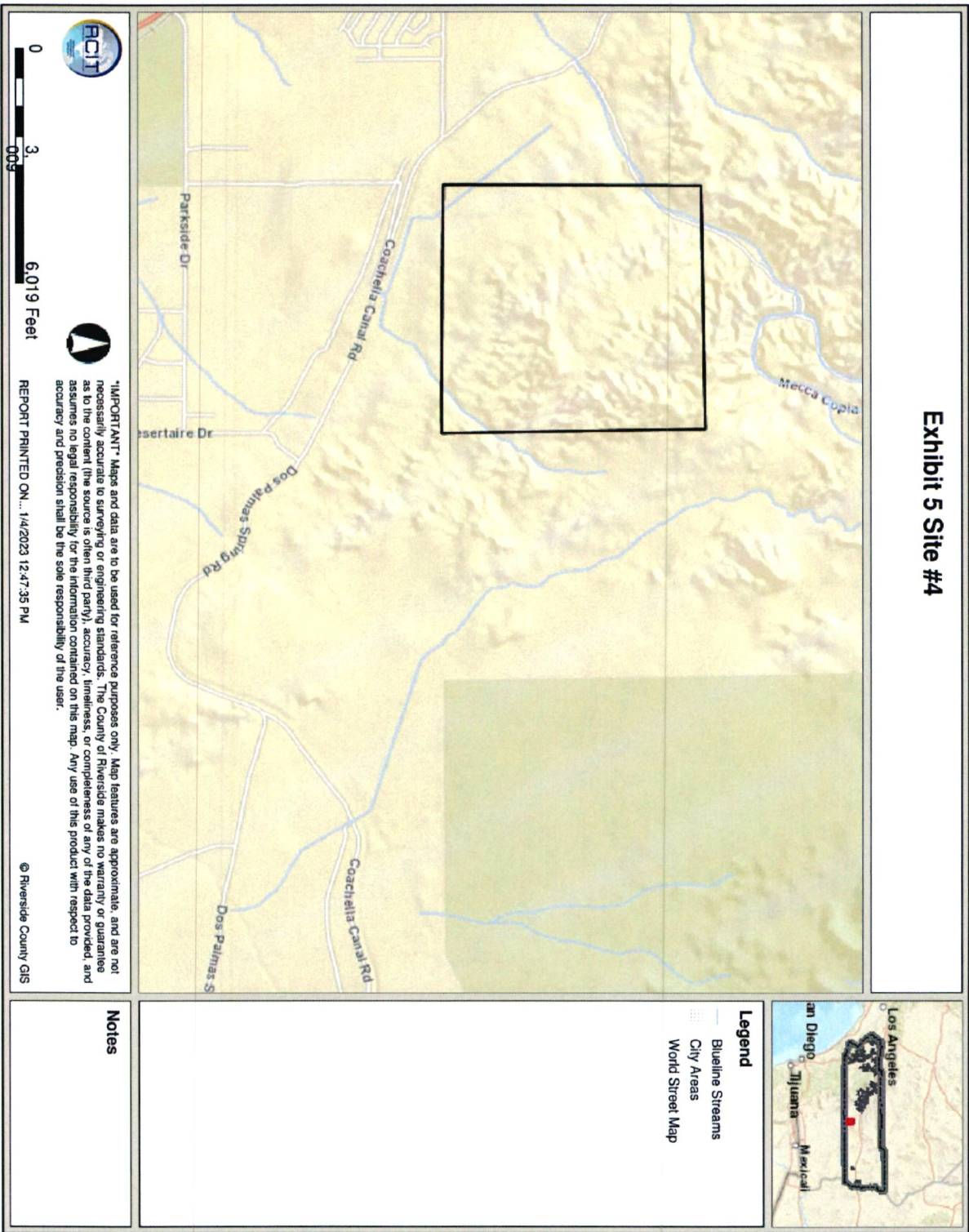
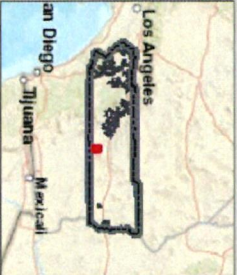


Exhibit 5 Site #4

**IMPORTANT:** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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© Riverside County GIS



- Legend**
- Blue Line Streams
  - City Areas
  - World Street Map

Notes