

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



**ITEM:** 13.2  
(ID # 24382)

**MEETING DATE:**  
Tuesday, May 21, 2024

**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 and County of Riverside Transportation and Land Management Agency, Transportation Department for the Lake Cahuilla Pavement Slurry Project. District 4; [\$1,214,000 Total Cost - ARPA Fund No 21735 100%] (Companion Item to MT Item 24665)

**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 Cahuilla Pavement Slurry Project 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 4/11/2024

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Gutierrez, seconded by Director Jeffries 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: May 21, 2024  
xc: Parks, Trans.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

(Companion Item 3.53)

**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>	\$607,000	\$607,000	\$1,214,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: ARPA Fund 21736</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

Riverside County Regional Park and Open-Space District (District) has determined that there is a need to apply slurry seal on the pavement on access roads, campground, and parking spaces at five (5) sites located within Lake Cahuilla Veteran's Park. The District wishes to contract with the Riverside County Transportation Department (County) to complete the Project due to the County's experience and expertise in delivering roadway projects while coordinating the environmental, design, and construction process.

The sites are as follows: (1) Day Use Parking Lot No. 1 (West) consisting of about 114 parking stalls and 5 American with Disabilities Act (ADA) stalls, (2) Day Use Parking Lot No. 2 (South) containing approximately 177 parking stalls and 5 ADA stalls, (3) RV Campground access road with an approximate length of 0.55 mile, (4) Cahuilla Park Road with an approximate length of 1.5 miles, and (5) Jefferson Street with an estimated length of 0.5 mile. A vicinity map of these locations is included as an attachment to the Service Agreement.

The Service Agreement presented for approval assigns responsibilities and designates funding obligations for the Project. County Counsel has approved this Service 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 \$1,214,000. Project will be funded by ARPA allocation made to the District on November 28, 2023 by Minute Order 13.2.

**ATTACHMENTS:**

Lake Cahuilla Pavement Slurry Seal Service Agreement and Map Exhibits

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

  
Douglas Ordóñez Jr. 5/13/2024

  
Aaron Gettis, Chief of Deputy County Counsel 5/6/2024

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**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

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

**FOR**

**LAKE CAHUILLA PARK SLURRY SEAL PROJECT**

This Service Agreement (hereinafter "AGREEMENT") is entered into this 21 day of May, 2024, 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 apply slurry seal on the pavement of five separate sites in the Lake Cahuilla Park located within the County of Riverside (hereinafter "PARK PROJECT").

**RECITALS**

- A. WHEREAS, DISTRICT has determined that there is a need to apply slurry seal on the asphalt pavement on its access roads, campground, and parking spaces of five (5) sites located in the Lake Cahuilla Park as shown in Exhibits A1 (Vicinity Map – Parking Lots, Access Road, Campground) and A2 (Vicinity Map – Jefferson Street). The sites are as follows: (1) Day Use Parking Lot No. 1 (West) consisting of about 114 parking stalls and 5 American with Disabilities Act (ADA) stalls, (2) Day Use Parking Lot No. 2 (South) containing approximately 177 parking stalls and 5 ADA stalls, (3) RV Campground access road with an approximate length of 0.55 mile, (4) Cahuilla Park Road with an approximate length of 1.5 miles, and (5) Jefferson Street with an estimated length of 0.5 mile.
- B. WHEREAS, DISTRICT has allocated funding in an amount not to exceed one million two hundred fourteen thousand dollars (\$1,214,000), available through the American Rescue Plan Act (ARPA), to fund the PARK PROJECT.
- C. WHEREAS, COUNTY possesses the experience and qualified personnel required to fulfill the terms and conditions of this AGREEMENT. DISTRICT and COUNTY desire to have the COUNTY assume responsibility to design and administer the construction of the PARK PROJECT, including environmental

MAY 21 2024 3.53 / 13.2

1 documentation preparation, engineering plan preparation, surveying where required, construction  
2 inspection, construction contract administration, and general project management.

3 D. WHEREAS, DISTRICT has solicited support from COUNTY prior to execution of this AGREEMENT. The  
4 COUNTY through its Transportation Department has provided the requested support services including  
5 site visits, field reviews, and environmental and engineering design services. DISTRICT desire to  
6 reimburse COUNTY for these support services provided by COUNTY commencing on or after November  
7 1, 2023.

8 **AGREEMENT**

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

11 **SECTION 1 - DISTRICT AGREES TO:**

- 12 1. Provide oversight and support to COUNTY for the work necessary to complete the environmental  
13 documentation and environmental clearances in accordance with the California Environmental Quality Act  
14 (CEQA), and any other applicable Federal, State, or Local laws.
- 15 2. Act as a Responsible Agency under CEQA, taking all necessary and appropriate actions to comply with  
16 CEQA for PARK PROJECT.
- 17 3. Provide oversight and support to COUNTY for the work necessary to complete the preparation of detailed  
18 Plans, Specifications and Estimate (PS&E) documents for the PARK PROJECT and to perform reviews at  
19 appropriate stages of development.
- 20 4. Fund one hundred percent (100%) of the cost up to a total amount not to exceed one million two hundred  
21 fourteen thousand dollars (\$1,214,000) as shown in Exhibit B for the COUNTY to: prepare engineering  
22 plans, specifications, and estimates (PS&E), advertise, award and administer a public works construction  
23 contract necessary to construct the PARK PROJECT improvements. The services will include preliminary  
24 engineering and environmental documentation for the "full limits" of the PARK PROJECT, as well as final  
25 engineering plans and construction administration for the "construction limits" of the PARK PROJECT.  
26 "Construction limits" as used herein shall mean the parking lots, streets, and roads as shown in Exhibit A;  
27 "full limits" as used herein goes beyond the construction limits to do analysis on certain factors that may  
28 impact the design and construction of the PARK PROJECT such as drainage and environmental. The

1 Total Estimated Cost for the PARK PROJECT is provided in Exhibit B (Cost Estimate) attached hereto  
2 and incorporated herein by reference.

3 5. Pay within 45 days of receipt all invoices submitted by COUNTY for services performed by COUNTY staff  
4 for the PARK PROJECT. DISTRICT agrees that should unforeseen circumstances arise which result in  
5 an increase of any costs over those shown in Exhibits B, DISTRICT will in good faith consider an  
6 amendment to this AGREEMENT to include any such costs under this AGREEMENT.

7 6. Maintain, or cause to be maintained by a third-party, the physical improvements constructed as part of  
8 this PARK PROJECT upon the COUNTY's filing of a Notice of Completion for the construction contract.  
9 Said improvements include, but are not limited to, pavement sealer (slurry seal), pavement markings and  
10 striping, pavement repair, crack seal work, and modifications to ADA stall and signage replacement as  
11 may be needed. DISTRICT acknowledges that COUNTY will not be providing short-term or long-term  
12 maintenance of the slurry seal improvement project.

13 **SECTION 2 - COUNTY AGREES TO:**

14 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume  
15 responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents  
16 pertaining to the construction of the PARK PROJECT.

17 2. Review PARK PROJECT documents and provide oversight and support services to DISTRICT to assure  
18 work is in compliance with regulatory and funding requirements, including the American Rescue Plan Act  
19 (ARPA).

20 3. Perform final engineering and prepare PS&E documents for the PARK PROJECT. Final PS&E  
21 documents shall be signed and stamped by a Civil Engineer registered in the State of California. The  
22 PARK PROJECT limits for the final engineering and PS&E documents will include the "construction limits"  
23 of the PARK PROJECT only.

24 4. Identify and locate all utility facilities within the "construction limits" of the PARK PROJECT. If any existing  
25 public and/or private utility facilities conflict with PARK PROJECT construction, COUNTY shall make all  
26 necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All  
27 utility facilities shall be identified on the PARK PROJECT plans and specifications, and conflicting utilities  
28 shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation

1 work within the jurisdiction of the DISTRICT to obtain a facility owner's encroachment permit prior to the  
2 performance of said relocation work. DISTRICT and COUNTY shall coordinate and cooperate in the  
3 effort to establish prior rights related to utility encroachments. In the case that any utility companies are  
4 determined to have prior rights, the cost of relocating utilities shall be borne by the PARK PROJECT as  
5 reimbursable through DISTRICT.

- 6 5. Advertise, award, and administer a public works contract for the construction of PARK PROJECT in  
7 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
8 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
9 California Labor Code, and California Public Contract Code.
- 10 6. Cause the PARK PROJECT to be constructed in accordance with approved PS&E documents.
- 11 7. Provide timely invoicing to DISTRICT; invoices for all contracts reimbursed under this AGREEMENT shall  
12 be submitted on a quarterly basis at minimum.
- 13 8. Submit any contract change order that causes the construction contract to exceed the amount shown in  
14 Exhibit B to DISTRICT for review and approval (including an amendment to this AGREEMENT) prior to  
15 final authorization by COUNTY.
- 16 9. Furnish DISTRICT with as-built record drawings/maps and all contract records, including survey  
17 documents where required, within six (6) months following the COUNTY's filing of a Notice of Completion  
18 for the PARK PROJECT construction contract.
- 19 10. Furnish DISTRICT a final reconciliation of PARK PROJECT expenses by March 31, 2025, following the  
20 COUNTY's filing of a Notice of Completion for the PARK PROJECT construction contract. If final  
21 construction costs associated with the PARK PROJECT improvements are in excess of payments  
22 received, then COUNTY shall include a final bill with the financial reconciliation. If final construction costs  
23 associated with the PARK PROJECT improvements are less than the payments received, then COUNTY  
24 shall include a reimbursement for the difference with the financial reconciliation.

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

- 26 1. The responsibilities of COUNTY to provide preliminary engineering, environmental documentation, final  
27 engineering PS&E documents, utility coordination, construction, construction contract administration, and  
28 funding program coordination services are for the "construction limits" of the PARK PROJECT as

- 1 described in this AGREEMENT.
- 2 2. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the  
3 DISTRICT'S financial contribution toward PARK PROJECT as set forth herein. In the event that such  
4 funds are not forthcoming for any reason, DISTRICT shall immediately notify COUNTY in writing. This  
5 AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt  
6 of DISTRICT's notification by COUNTY. DISTRICT shall pay COUNTY for all costs incurred and any  
7 non-cancelable costs incurred up through the date of termination.
- 8 3. COUNTY shall not solicit construction bids until DISTRICT has approved the PARK PROJECT PS&E  
9 documents.
- 10 4. The total cost of PARK PROJECT shall not exceed one million two hundred fourteen thousand dollars  
11 (\$1,214,000) as detailed in the attached Exhibit B.
- 12 5. COUNTY is providing services on a reimbursable basis and shall have no obligation whatsoever with  
13 regard to funding any portion of the PARK PROJECT.
- 14 6. If upon opening the construction bids for the PARK PROJECT, the bids indicate a construction cost  
15 exceeding the amount shown in Exhibit B, COUNTY and DISTRICT shall endeavor to agree upon a  
16 course of action. If, after thirty (30) calendar days from the date of bid opening, a course of action is not  
17 agreed upon, this AGREEMENT shall be deemed to be terminated by mutual consent and COUNTY shall  
18 be eligible for reimbursement of expenses up to the point of termination.
- 19 7. COUNTY shall cause COUNTY's contractor to maintain in force until COUNTY's filing of a Notice of  
20 Completion for the PARK PROJECT construction contract a policy of Commercial Liability Insurance,  
21 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000  
22 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000  
23 minimum. Endorsements to each policy shall be required to name COUNTY, DISTRICT, its officers,  
24 agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to  
25 maintain Worker's Compensation Insurance.
- 26 8. Upon completion of construction, DISTRICT shall be responsible for the maintenance of the PARK  
27 PROJECT improvements as described in the AGREEMENT, permits, or terms of the owners of the  
28 underlying properties and rights.



- 1 9. DISTRICT and COUNTY understand and agree that COUNTY's responsibility for the physical condition of  
2 the PARK PROJECT terminates upon the issuance of a Notice of Completion of the construction contract  
3 and that COUNTY has no responsibility to maintain PARK PROJECT improvements, nor to further  
4 coordinate the PARK PROJECT's improvements upon Notice of Completion of the construction contract.  
5 DISTRICT agrees that it is solely responsible, along with any third parties with whom the DISTRICT  
6 enters into an agreement with, to maintain the PARK PROJECT improvements.
- 7 10. DISTRICT and COUNTY shall retain or cause to be retained for audit for a period of three (3) years  
8 beginning on the date of final payment all records and accounts relating to the PARK PROJECT.
- 9 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
10 occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any  
11 work, authority or jurisdiction delegated to DISTRICT under this AGREEMENT. It is further agreed that  
12 pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify and hold COUNTY  
13 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring  
14 by reason of anything done or omitted to be done by DISTRICT under or in connection with any work,  
15 authority or jurisdiction delegated to DISTRICT under this AGREEMENT.
- 16 12. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability  
17 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any  
18 work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that  
19 pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold DISTRICT  
20 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring  
21 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,  
22 authority or jurisdiction delegated to COUNTY under this AGREEMENT.
- 23 13. This AGREEMENT and the exhibits herein contain the entire agreement between the parties and are  
24 intended by the parties to completely state the agreement in full. Any agreement or representation  
25 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set  
26 forth in this AGREEMENT, is null and void.
- 27 14. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in  
28 third parties not parties to this AGREEMENT or affects the legal liability of either party to the

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AGREEMENT by imposing any standard of care with respect to the maintenance of trails different from the standard of care imposed by law.

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

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

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

COUNTY: Riverside County Transportation and Land Management Agency  
Transportation Department  
Attention: Dennis Acuna, Director of Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-6740

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

[Signature Page Follows]

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**APPROVALS**

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:

**PATRICIA ROMO DENNIS ACUNA**

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

**CHUCK WASHINGTON**

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

Kristine Bell-Valdez, Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS

**KEVIN JEFFRIES**

PRINTED NAME

Chairman, Board of Directors

ATTEST:

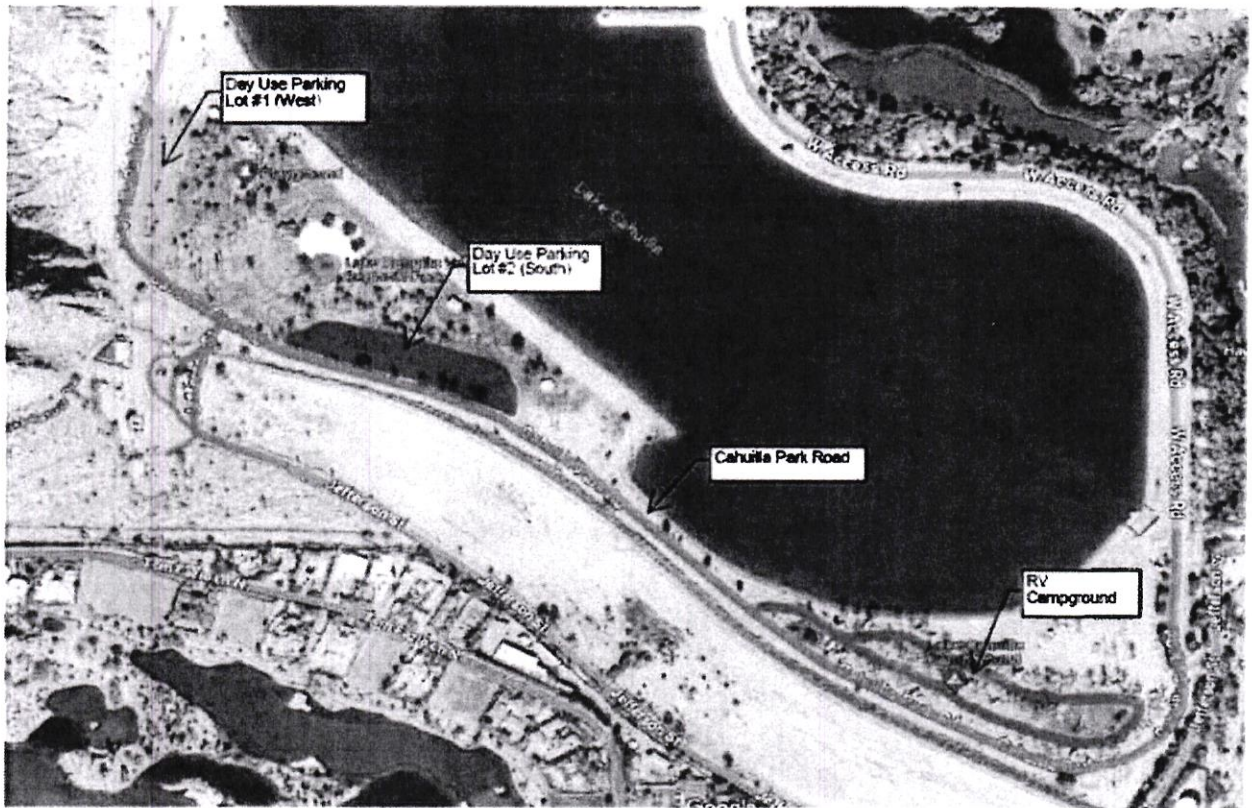
**KIMBERLY A. RECTOR**

Clerk of the Board (SEAL)

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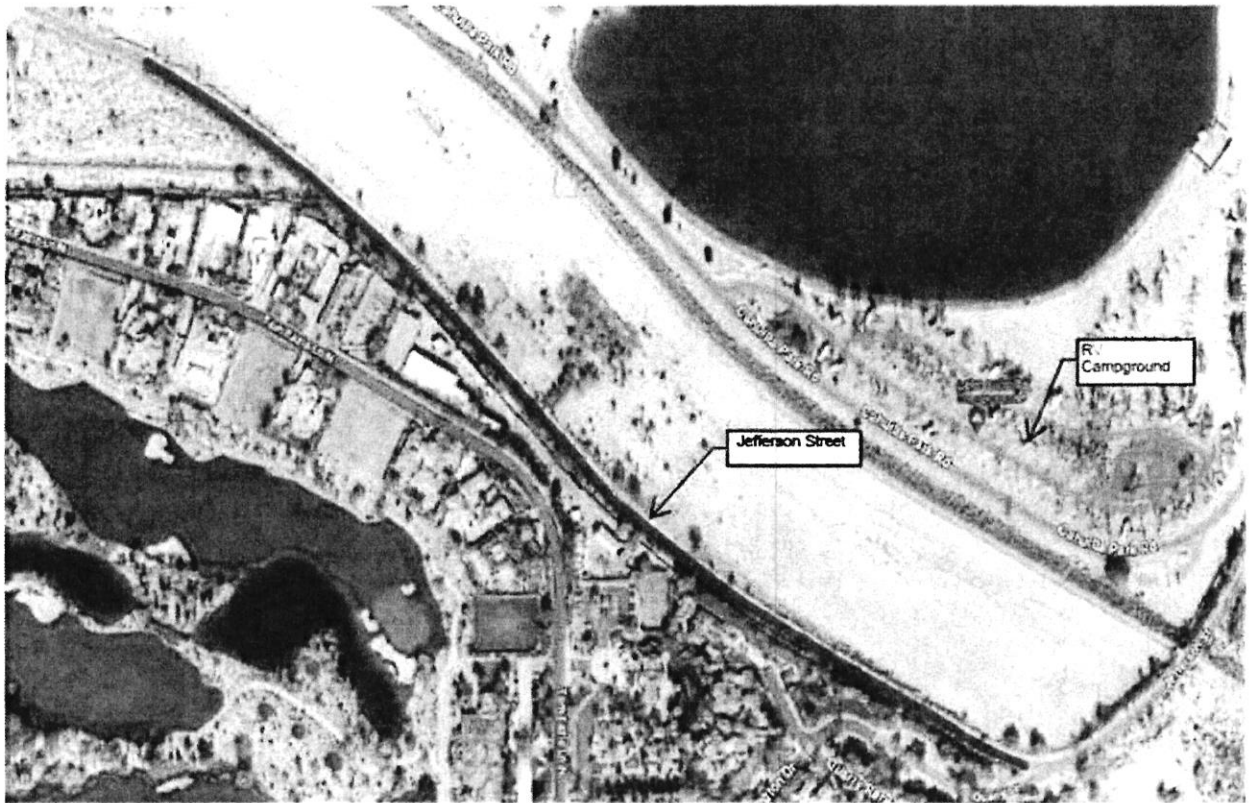
EXHIBIT A1 • VICINITY MAP – PARKING LOTS, ACCESS ROAD, CAMPGROUND

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**EXHIBIT A2 • VICINITY MAP – JEFFERSON STREET**

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**EXHIBIT B • COST ESTIMATE**

<b>ACTIVITY</b>	<b>TOTAL</b>	<b>DISTRICT</b>	<b>COUNTY</b>
Surveying, environmental, and design engineering	\$150,000	\$150,000	\$0
Construction inspection and administration	\$180,000	\$180,000	\$0
Construction	\$884,000	\$884,000	\$0
<b>Total Estimated Cost</b>	<b>\$1,214,000</b>	<b>\$1,214,000</b>	<b>\$0</b>