



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

233



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Ratification of Grant Agreement with California Coastal Conservancy and Approval of Resolution Number 2012-5 Authorizing the Acceptance of Grant Funds for Projects along the Santa Ana River Trail – Districts II/II

RECOMMENDED MOTION: That the Board approves and:

1. Ratifies the agreement between the Regional Park and Open-Space District (District) and the Coastal Conservancy (CC) for grant funds through the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84); and
2. Authorizes Resolution No. 2012-5 authorizing the District to accept and expend grant funds from CC under Proposition 84; and
3. Authorizes the General Manager, or designee, to take all actions necessary to administer the grant agreements and execute future ministerial amendments to these agreements; and
4. Directs the Clerk of the Board to return one copy of the agreement with CC for transmittal and file.

BACKGROUND: The CC administers a competitive program in which grant funds are available for trail projects located along rivers and streams under Proposition 84.
(continued on page 2)

Scott Bangle, General Manager

2012-024D JT

FINANCIAL DATA N/A	Current F.Y. Total Cost:	\$ 0	In-Current Year Budget:
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:
	Annual Net County Cost:	\$ 0	For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Alex Gann*
Alex Gann

Policy Policy

Consent Consent

Attachments Filed with the Clerk of the Board
Per Exec. Ofc.:

DISTRICT
13.1

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *5/31/12*
Departmental Concurrence

SUBJECT: Ratification of Grant Agreement with California Coastal Conservancy and Approval of Resolution Number 2012-5 Authorizing the Acceptance of Grant Funds for Projects along the Santa Ana River Trail – Districts II/II

BACKGROUND:

The CC administers a competitive program in which grant funds are available for trail projects located along rivers and streams under Proposition 84. The award for the Santa Ana River Trail encompasses segments from the San Bernardino Mountains to the coast through the counties of Riverside, Orange and San Bernardino. The Proposition grant award has been divided over a five-phase period. Allocations for each phase are determined by the anticipated work to be completed. The section allocation of the grant award issued by CC, pursuant to Chapter 9 of Division 21 of the California Resources Code, for Riverside County's portion of the trail is not to exceed \$3,400,000.

Among the requirements of the grant is a resolution adopted by the governing body of the public agency applicant. Attached is Resolutions No. 2012-5 which approves the acceptance of the Proposition 84 funding, certifies that the District will comply with applicable laws and has sufficient funding to operate and maintain the project.

The District will use the Proposition 84 funds in conjunction with other agencies to complete preparation of the construction documents, construct trail, and obtain permissions and required permits to complete portions of the twenty-two and one-half miles of varying trail segments along the Santa Ana River Trail from the Orange County line up to the Hidden Valley Wildlife Area.

The office of County Counsel has reviewed and approved Resolutions No. 2012-5 and the grant agreement as legal to form.

Resolution No: 2012-5

RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND

OPEN SPACE DISTRICT BOARD OF DIRECTORS

AUTHORIZING THE ACCEPTANCE OF THE FOR GRANT FUNDS FOR

THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND

COASTAL PROTECTION BOND ACT OF 2006

(PROPOSITON 84)

SANTA ANA RIVER TRAIL

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Coastal Conservancy has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, the Applicant will enter into an agreement with the California State Coastal Conservancy to carry out coastal access along the Santa Ana River Trail in Riverside County for alignment planning, environmental impact analysis, detailed engineering and permit applications to complete twenty-two and one-half miles of varying segments of trail along the Santa Ana River Trail in Riverside County.

NOW, THEREFORE, BE IT RESOLVED that the Riverside County Regional Park and Open-Space District Board of Directors:

1. Authorizes the acceptance of Grant funds for the Santa Ana River Trail to prepare the construction documents, construct trail and obtain permissions and required permits to complete portions of the twenty-two and one-half miles of varying trail segments along the Santa Ana River Trail from the Orange County line up to the Hidden Valley Wildlife Area and to develop signage for the entire Santa Ana River Trail; and
2. Certifies that Applicant understands the assurances and certification in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements, or will secure the resources to do so; and
4. Certifies that it will comply with the provisions of Section 1771.5(b) under the Labor Code regarding payment of prevailing wages on Projects awarded Proposition 84 funds; and

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIRNISK

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- 5. If applicable, certifies that the Project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained;
- 6. Appoints the Chairman of the Board of Directors, or designee, as agent to execute all agreements which may be necessary for the completion of the aforementioned Project.
- 7. Appoints the General Manager of the Riverside County Regional Park and Open-Space District, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, payment requests and so on, which may be necessary for the completion of the aforementioned Project.

Approved and adopted the _____ day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number 2012-5 was duly adopted by the Riverside County Regional Park & Open-Space District Board of Directors.

John J. Benoit, Chairman
Board of Directors

Following Roll Call Vote:
Ayes: _____
Noes: _____
Absent: _____

Clerk/Secretary for the Governing Board

STATE OF CALIFORNIA
STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 10-123	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000930	

THIS AGREEMENT, made and entered into this 29th day of June, 2011, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME Riverside County Regional Parks and Open Space District		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Riverside County Regional Parks and Open Space District, ("the grantee") a sum not to exceed \$3,400,000 (three million four hundred thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to prepare a trail and access plan ("the plan" or "the project") for the Santa Ana River Parkway in Riverside County, as shown on Exhibit A, which is incorporated by reference and attached.

The grantee shall complete the final design and engineering, environmental review for project permit applications, and construction cost budgets for the project. The project shall begin where the Orange County Santa Ana River Parkway project ends and continue east near the Prado Dam and continue through the cities of Corona and Norco.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Riverside County Regional Parks and Open Space District
BY (Authorized Signature) 	BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING John Benoit, Chair, Board of Directors
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 4600 Crestmore Road Riverside, CA 92509 Phone: (951) 955-4398

AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,400,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Safe Drinking Water, Water...		
	(OPTIONAL USE) Santa Ana River Parkway Riverside County Phase 2			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	3760-301-6051(1)(C) = \$2,956,970.00	268	2008	08/09
	3760-301-6051(1)(A) = \$443,030.00	268	2008	08/09
TOTAL AMOUNT ENCUMBERED TO DATE \$3,400,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Public Access			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE 06/29/11		

I certify that this agreement is exempt from Department of General Services' approval.

Erinda Corpuz
Contracts Manager

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

GG

FORM APPROVED COUNTY COUNCIL

 6/29/11

SCOPE OF AGREEMENT (Continued)

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Directors of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that the grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through April 25, 2013 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by January 31, 2013 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 19, 2011 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any request for contractor bids, submit the bid package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

COSTS AND DISBURSEMENTS (Continued)

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. Documentation that the grantee has complied with the "CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY" section, below.
3. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project is complete, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing and the Conservancy may suspend the agreement upon written notice. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work,

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

material, data, information, and written, graphic or other work produced or developed under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement

INSURANCE (Continued)

and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or

INSURANCE (Continued)

on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.

- b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit B to this agreement and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
 7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000].
 8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount,

AUDITS/ACCOUNTING/RECORDS (Continued)

receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave

NONDISCRIMINATION (Continued)

(Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY

The grantee shall prepare and submit an on-line computer catalog entry to the California Environmental Information Catalog ("CEIC") for all geographic information products and reports which characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The CEIC is available on the Internet at <http://gis.ca.gov/catalog/contrib1.html>. Where possible, electronic information should be supplied in Federal Geographic Data Committee metadata format. However, if the Executive Officer directs that certain information should not be disclosed, the grantee shall not include that information in the entry.

LABOR COMPLIANCE PROGRAM

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code Section 1771.5(b). The grantee shall review these statutory provisions and related provisions to determine its responsibilities.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

COASTAL CONSERVANCY

Staff Recommendation
May 19, 2011

**SANTA ANA RIVER PARKWAY
RIVERSIDE COUNTY PHASE II**

File No. 11-023-01
Project Manager: Greg Gauthier

RECOMMENDED ACTION: Authorize disbursement of up to three million four hundred thousand dollars (\$3,400,000) to implement coastal access along the Santa Ana River Parkway in Riverside County.

LOCATION: Santa Ana River Parkway, along the Santa Ana River in Riverside County.

PROGRAM CATEGORY: Public Access

EXHIBITS

- Exhibit 1: Project Location Map
 - Exhibit 2: Project Map with Funding Sources and Completion Dates
 - Exhibit 3: Project Images: Hidden Valley Wildlife Area to County Line
 - Exhibit 4: Maps of Recommended Trail Alignments
 - Exhibit 5: Project Letters
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RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et. seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed three million four hundred thousand dollars (\$3,400,000) to the County of Riverside for final design, engineering, environmental review and permit applications for projects to complete a 22.5 mile coastal access trail segment that extends from the Hidden Valley Wildlife Area to the Orange County Line.

This authorization is subject to the condition that prior to disbursement of funds to the grantee, the Conservancy’s Executive Officer shall review and approve in writing a final work program, including a budget and schedule, and any contractors the grantee proposes to employ for the project.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with the Project Selection Criteria and Guidelines last updated by the Conservancy on June 4, 2009.
 2. The proposed authorization is consistent with the purposes and objectives of Chapter 9 of Division 21 of the Public Resources Code, regarding the establishment of a system of public accessways to and along the California Coast.
 3. The proposed project will serve greater than local needs.”
-

PROJECT SUMMARY:

For more than fifty years, trail users and community leaders sought to complete the Santa Ana River Trail and Parkway (“the Parkway”) from the crest of the San Bernardino Mountains to the coast near Huntington Beach. Portions of the Parkway were designated a National Recreation Trail in November 1976. When completed, it will be one of the longest urban recreation and river parkways in the United States. The Parkway will be a multi-use trail, serving pedestrians, cyclists and equestrians. It will connect a completed section of the California Coastal Trail to inland communities. The trail will go from the beach, through urban areas of Orange County and Riverside County up to San Bernardino National Forest wilderness areas. The completed trail will connect three counties and 14 cities. More than seven million people live in the three counties that the trail connects and the Inland Empire is one of the fastest growing regions of California and is one of the areas in the nation hardest hit by the recession.

The completed Parkway will be about 100 miles long and will include 18 miles of dirt multi-use trail in the National Forest and about 82 miles of paved trail along the lower reaches of the river. About half of the Parkway has been completed or is under construction. As shown in Exhibit 2, most of the trail in Orange County is complete although there is a three mile gap at the east end of the county, near the Riverside and San Bernardino County lines. There is a 22.5 mile gap in Riverside County and there are about 12 miles of trail left to be constructed in San Bernardino County.

The Parkway and river trail will connect more than 50 parks, historic sites, picnic areas, education facilities, forests, wilderness areas, hiking trails, campgrounds, nature preserves, and equestrian centers along the Santa Ana River. It is being designed to serve user groups with a wide range of interests and abilities ranging from casual pedestrian and family audiences to racing cyclists, commuters, equestrians, and hikers. The trail will be designed in compliance with the Americans with Disabilities Act.

The Santa Ana River Trail and Parkway Partnership (“the Parkway Partnership”) is a collaboration of the three counties, multiple cities and the Wildlands Conservancy, a nonprofit organization, created to coordinate building and administering the trail as a regional resource. One of the primary hurdles to completing the Parkway has been a lack of consistent funding for trail projects. Proposition 84 included a \$45 million dollar allocation to the Coastal Conservancy for projects to “expand and improve” the Parkway. These projects must be developed “in consultation with local government agencies participating in the development of the Santa Ana River Parkway.”

In Riverside County, fifteen miles of the Parkway have been completed from the San Bernardino County line to the Hidden Valley Wildlife Area. The recommended authorization will provide funds to the County to complete the final design and engineering, environmental review for project permitting, and construction cost budgets for the Riverside County portion of the Parkway trail and bikeway. When constructed, this project will complete the Parkway in the County of Riverside.

This trail segment will begin where the Orange County project ends and continue east through the Green River Golf Course to the Prado Dam. Near the Prado Dam, the trail will cross under Highway 71 and continue around the edge of the Prado Basin. Planning for this section will be coordinated with the Army Corps of Engineers which is currently working on a project to increase flood storage in the Prado Basin by raising the face of the dam and constructing a series of supporting dikes. The trail will continue through the cities of Corona and Norco. Above the Prado Basin, the Santa Ana River is a wide braided channel that migrates across an active floodplain. Planning for the trail in this section is complicated because it must be balanced with natural resource protection and flood management. Exhibits 3 and 4 show images of the various trail segments and maps of the recommended trail alignments respectively.

This project will be managed by the Riverside County Regional Park and Open-Space District (District) which was created by the electorate in November 1990 and formed on January 29, 1991. The District is an independent agency governed by the Riverside County Board of Supervisors, which sits as the District's Board of Directors. The District manages more than 44,000 acres, including forty parks, reserves, historic or archeological sites and ninety miles of regional trails.

Site Description:

The Santa Ana River watershed drains approximately 3,200 square miles, including portions of San Bernardino, Riverside and Orange counties. According to 2010 census data the population of Riverside County is 2,189, 641. The population of San Bernardino County is just over two million and the population of Orange County is just over three million people. Currently the state's total population is estimated to be 37.3 million; thus just under 20% of all the people in the state live in these three counties.

The Santa Ana River watershed supports hundreds of species of birds, fish and amphibians, including more than a dozen protected rare or endangered species such as Least Bell's vireo and the Santa Ana Sucker.

The upper portion of the watershed is in the San Bernardino National Forest, the middle section crosses the Inland Empire, through the urbanizing areas of San Bernardino and Riverside Counties. Throughout this region, the Santa Ana River is a wide, braided channel with flood control levees protecting the urban development. In some places, the river is a mile wide.

Near the western boundary of San Bernardino and Riverside counties, the river flows into the Prado Basin. The Prado Basin is a flood control basin, a habitat area and a water treatment wetland. The Orange County Water District owns 2,150 acres in the basin, which is in Riverside

County. It operates a treatment wetland to reduce nitrogen levels in the river water prior to using that water for groundwater recharge downstream. Prado Dam was built at a narrow point along the river, where the river flows between the Chino Hills and the Santa Ana Mountains.

Below the Prado Dam, through the Santa Ana Canyon, there is a short section of relatively natural riparian corridor, with natural channel bottom and riparian vegetation. Below this section, through most of Orange County, the Santa Ana River is a concrete-encased flood control channel which leads to the coast. The mouth of the Santa Ana River is between Huntington Beach and Newport Beach and is part of the 1,000 acre Orange Coast River Park.

Project History:

Since the 1950's, citizens groups have worked with leaders in the watershed to develop a 100 mile trail running adjacent to the river. These efforts sought to create a lively parkway connecting population centers, urban commuter routes, playgrounds, schools, ball fields, commercial centers, golf courses, equestrian facilities and neighborhoods to natural areas with a linear trail along the river corridor. In this vision, the river parkway would be a safe, multi-use trail network linked to other parts of the watershed.

This vision for the Santa Ana River Parkway proceeded in fits and starts for more than 40 years. Portions of the trail were developed independently in the three counties through which the river passed. Over time, local leaders in the watershed realized that a regional approach was necessary to complete the trail. A regional approach would allow the sharing of resources and ideas and development of a common vision for the entire trail. In 1990, the Counties of San Bernardino, Riverside, and Orange, along with 14 cities and various agencies came together to adopt the "Plan for the Santa Ana River Trail" which provided a road map for completing the trail along its entirety. The over-arching goal of the plan was to provide a continuous, multi-use, trail system along the entire length of the Santa Ana River Corridor. Over the next decade, efforts to complete the trail continued at different rates within each of the respective jurisdictions. Some moved forward but progress stalled in many jurisdictions due to lack of funds.

In May of 2005, with the support of the Wildlands Conservancy, a nonprofit organization, local elected officials and state legislators from the watershed met to explore the possibility of state support for the Santa Ana River Trail and Parkway. At this initial meeting Supervisor John Tavaglione of Riverside County suggested development of a Partnership Action Plan to coordinate planning efforts and leverage funding and resources by local entities throughout the watershed. In August of 2005, the group determined that a Memorandum of Understanding (MOU) was the appropriate vehicle to formalize their commitment and in July of 2006, a final MOU was signed and adopted by the participants including the Counties of Orange, Riverside, San Bernardino, the Santa Ana Watershed Project Authority and the Wildlands Conservancy. The Conservancy approved a \$1,850,000 planning grant to Riverside County in December, 2007. Since then the members of the Partnership have worked cooperatively and coordinated efforts to complete the conceptual development and trail alignments for the uncompleted segments of the Parkway.

PROJECT FINANCING:

Coastal Conservancy	<u>\$3,400,000</u>
Total Project Cost	\$3,400,000

Proposition 84 included a \$45 million dollar allocation to the Coastal Conservancy for projects to “expand and improve” the Parkway. These projects must be developed “in consultation with local government agencies participating in the development of the Santa Ana River Parkway.” Proposition 84 further specified that at least \$10 million of the Parkway funds would be spent in each of the three counties. Consistent with the bond language, the recommended action provides a planning grant to Riverside County to prepare projects for implementation. The proposed projects were developed in partnership with the local governments participating in the development of the Parkway.

While there are no matching funds identified for these projects, significant matching funds have already been spent completing the Santa Ana River Trail. As shown in Exhibit 4 more than \$50,000,000 in private funding has matched a total of \$15,000,000 from the local governments and approximately \$8,000,000 in federal funds. It is expected that the entire Parkway will cost approximately \$118,000,000 to complete.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project will help implement the Santa Ana River Trail and Parkway which will become a major inland trail connecting to the California Coastal Trail. The project is consistent with the provisions of Chapter 9 of Division 21 of the Public Resources Code, Sections 31400 et. seq.. Section 31409 states that the Conservancy “may award grants and provide assistance to public agencies and nonprofit organizations to establish and expand those inland trail systems that may be linked to the California Coastal Trail.” Section 31400.1 states that the Conservancy may award grants to any public agency for public access purposes to the coast if the accessway serves more than local public need; this project will serve almost 20% of the entire state’s population in three large counties.

CONSISTENCY WITH CONSERVANCY’S 2007 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 1, Objective 1E** of the Conservancy’s 2007 Strategic Plan, the proposed project will develop plans for approximately 22.5 miles of trails and parkways along the Santa Ana River that will connect inland populations to the coast.

CONSISTENCY WITH CONSERVANCY’S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines last updated by the Conservancy on June 4, 2009 in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** The Parkway project is widely supported by local organizations and elected officials, including Senator Diane Feinstein, Representative Ken Calvert, Senator Robert Dutton, Senator Gloria Negrete McCleod, California State Parks, the Counties of Orange, Riverside, and San Bernardino, the Wildlands Conservancy, the Santa Ana Watershed Project Authority, the Flood Control Districts of Orange, Riverside, and San Bernardino Counties, the Orange County Water District, the US Army Corps of Engineers, Riverside Bicycle Club, Trails 4 All, the Riverside Land Conservancy, equestrian groups and others. Letters of Support are provided in Exhibit 5.
4. **Location:** The proposed project is located along the Santa Ana River and will help to complete a 100 mile trail that will connect the Coastal Trail to the San Bernardino Mountains.
5. **Need:** As described above, there has been a vision of completing the Parkway for more than fifty years. During the last few years, significant political support and regional coordination was established with the goal of completing trail construction. Funding for trail construction is one of the key factors needed to complete the trail. With the funding allocated in Proposition 84, the Parkway planning is progressing rapidly.
6. **Greater-than-local interest:** Portions of the Parkway were designated a National Recreation Trail in November 1976 linking the San Bernardino Mountains to the Pacific Ocean. The National Park Service has indicated its interest in designating the entire trail, once completed, as a National Recreation Trail. When complete, it will be one of the longest urban recreation river parkways in the United States. Just under one-fifth of all the people in the state (approximately seven million people) live in the three counties served by this trail.
7. **Sea level rise vulnerability:** The project area is not vulnerable to sea level rise due to the projects area's distance from the coast.

Additional Criteria

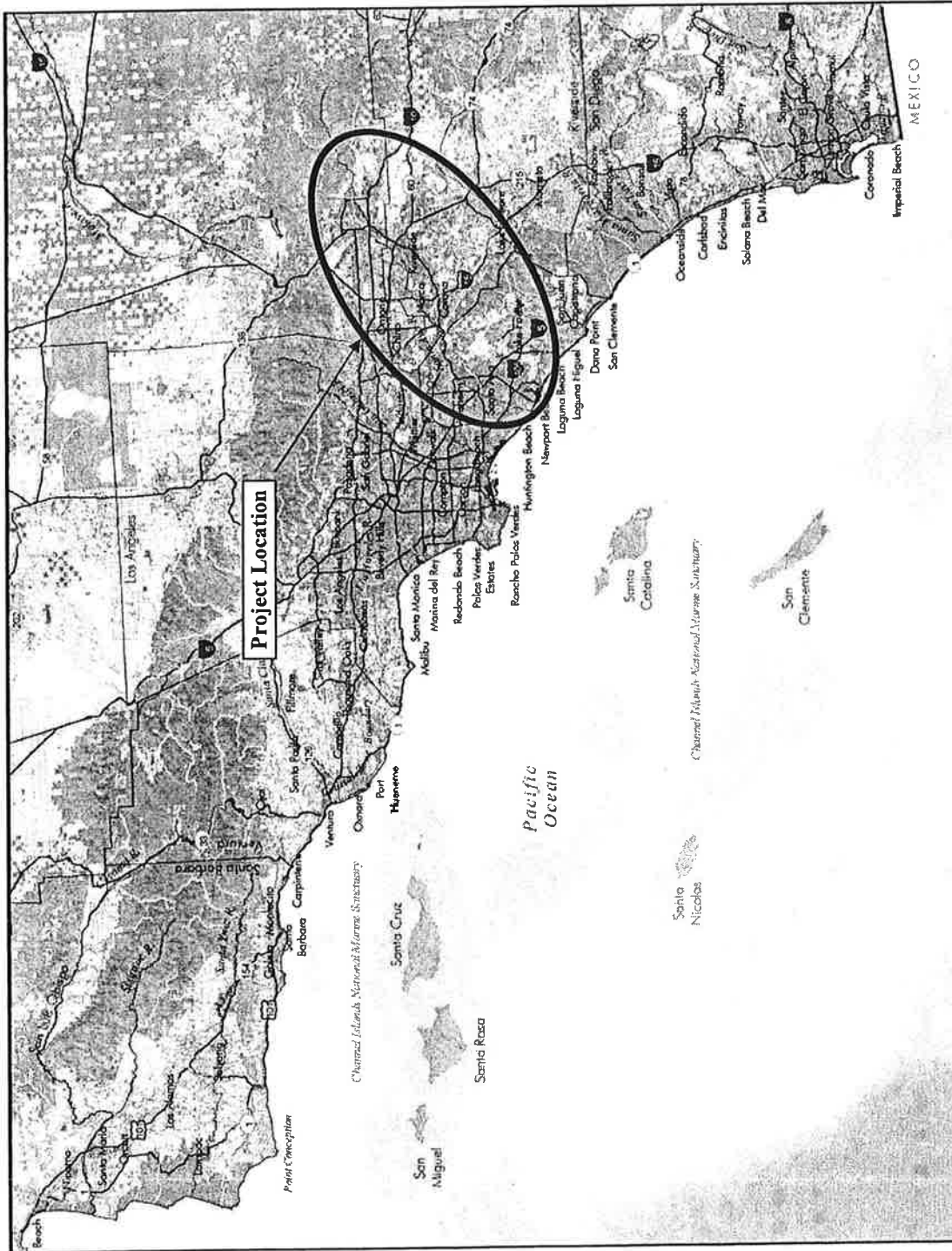
9. **Resolution of more than one issue:** The Parkway will provide recreational and transportation benefits to the residents of Orange County and the Inland Empire. The trail will provide urban populations with access to natural areas along the river, to the Coast and National Forests, and to many cultural and historical sites adjacent to the river. Trails development will be balanced with natural resource protection and flood management along the river.
10. **Leverage:** See the "Project Financing" section, above.
13. **Readiness:** The conceptual planning and trail alignment alternatives are complete and the County of Riverside is prepared to begin immediately with the final design, engineering and environmental review phase for the three miles of trail gap.

14. **Realization of prior Conservancy goals:** Completion of the Parkway will advance the Conservancy's long-held goal of increasing public access to the Coast. The proposed trail will provide bicycle, pedestrian and equestrian access to the coast. The trail potentially serves millions of residents within these counties. Completion of the entire trail will benefit previous Conservancy projects at the mouth of the Santa Ana River, including work at the Huntington Beach Wetlands, Orange Coast River Park and Fairview Park.
16. **Cooperation:** The Santa Ana River Trail and Parkway Partnership is a unique example of regional coordination and collaboration among the agencies and stakeholders created by a Memorandum of Understanding. The Santa Ana River Trail and Parkway Partnership was created to coordinate building and administering the trail as a regional resource and to manage and maintain the trail cooperatively across jurisdictional boundaries in perpetuity. The Partnership is comprised of elected officials from Orange, Riverside, and San Bernardino Counties, cities within the watershed, Executive Officers from the Santa Ana Watershed Project Authority, and the Wildlands Conservancy.

COMPLIANCE WITH CEQA:

The proposed project involves planning design and engineering and environmental review and is therefore statutorily exempt from review under the California Environmental Quality Act under Title 14 California Code of Regulations (CCR) Section 15262. Upon approval, staff will file a notice of exemption for the project.

Exhibit 1: Project Location Map



CERTIFICATE OF INSURANCE

ISSUE DATE (/ /)

State Coastal Conservancy, State of California

Grant Agreement #: 10-123 SCC Project Mgr: G. Gauthier

PRODUCER (Agent or Broker)

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

		COMPANIES	BEST'S RATING
COMPANY LETTER	A	_____	_____
COMPANY LETTER	B	_____	_____
COMPANY LETTER	C	_____	_____
COMPANY LETTER	D	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement. <input type="checkbox"/> Other: _____ <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent.) <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
					STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
					PERCENT REPLACEMENT VALUE	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13th Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
- All rights of subrogation under the property insurance policy listed above have been waived against the State.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

State of California

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
 TITLE _____
 PHONE NO. _____

EXHIBIT B

EXHIBIT B