

812



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

**FROM:** Regional Park and Open-Space District

**SUBMITTAL DATE:**  
March 10, 2014

**SUBJECT:** CalMat Site Vegetation Restoration Project – Memorandum of Understanding with the Western Riverside County Regional Conservation Authority – Intent to Adopt a Mitigated Negative Declaration - District 5/5 [0]

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

1. Adopt a Mitigated Negative Declaration for Environmental Assessment No. 10021 and the Mitigation Monitoring and Reporting Program, attached hereto, based on the findings and conclusions incorporated therein and the conclusion that the project will not have a significant effect on the environment; and
2. Approve the CalMat Site Vegetation Restoration Project, based upon the findings and conclusions herein the staff report and the exhibits attached hereto; and
3. Approve the Memorandum of Understanding ("MOU") with the Western Riverside County Regional Conservation Authority ("RCA") and authorize the Chairman of the Board of Directors to execute the same on behalf of the District; and
4. Direct the Clerk of the Board to file the attached Notice of Determination with the County Clerk within 5 working days of approval of the Project.

**BACKGROUND:**

**Summary**

(continued on page 2)

  
 Scott Bangle  
 General Manager

2013-031D MB


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:**

Budget Adjustment: No  
 For Fiscal Year:

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

APPROVE

BY:   
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM-APPROVED COUNTY COUNSEL  
 BY:   
 SYNTHIA M. GUNZEL  
 DATE: 3-13-14  
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: M.O.13.3, 04/26/11  
M.O.13.1,12/20/11

District: 5/5

Agenda Number:

13-2D

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: CalMat Site Vegetation Restoration Project – Memorandum of Understanding with the Western  
Riverside County Regional Conservation Authority – Intent to Adopt a Mitigated Negative Declaration -  
District 5/5; [0]**

**DATE:** March 10, 2014

**PAGE:** 2 of 2

**BACKGROUND:** (continued from page 1)

The District applied for and was awarded grant funds from the State of California Off-Highway Vehicle Commission to restore and rehabilitate certain lands owned by the RCA along Jackrabbit Trail at Gilman Springs Road referenced as the CalMat Site. The site has been vacant for years and has been damaged by extensive illegal off-highway vehicle use. The District and RCA desire to enter into this MOU to provide the rights and responsibilities for each party concerning the land to be restored and rehabilitated under this proposed CalMat Site Vegetation Restoration Project ("Project").

The District intends to implement the Project on the CalMat Site which will rehabilitate and re-vegetate the approximately 268 acres of open-space land. The existing compacted trails will be scarified, invasive vegetation will be removed and the site will be re-vegetated with native plant materials. The site will be fenced and posted with signs to warn against further illegal activities. No structures are proposed – the project is simply the rehabilitation and restoration of open-space property.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, the District, as lead agency, prepared an Initial Study/Environmental Assessment No. 10021 ("IS/EA#10021") to analyze the proposed Project to determine if any potential significant impacts upon the environment would result from implementation of the restoration and rehabilitation activities.

The results of the analysis demonstrate that the Project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the IS/EA#10021 for the potential impacts to biological resources. The IS/EA#10021/Mitigated Negative Declaration (MND) was prepared and circulated for the mandated 30 day public review and comment period from February 22, 2012 to March 23, 2012.

Pursuant to CEQA (Public Resources Code Section 21081.6), the District is required to adopt a reporting and monitoring plan for the mitigation measures identified in the MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the MND presented to the Board for adoption is designed to ensure compliance during project implementation. The MND, MMRP and Notice of Determination are attached.

Adoption of the Mitigated Negative Declaration and the Mitigation Monitoring Program will complete the environmental documentation for the project. Implementation of the project will be through various contracts, including potentially the State of California's California Conservation Corps.

Pursuant to CEQA Section 15074, the District considered all comments received during the review period prior to adoption of the MND. Only two comment letters were received. The comment letters and their responses are included in the final MND.

The District Board has considered the Mitigated Negative Declaration with any comments received during the process and finds that on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment and the mitigated negative declaration reflects the District's independent judgment and analysis.

The Memorandum of Understanding has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The impact on the residents and businesses is negligible. The project is an open-space vegetation and habitat restoration effort to repair damaged caused by illegal Off highway vehicle use to established RCA lands.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
AND THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY  
FOR THE CALMAT SITE VEGETATION RESTORATION PROJECT**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”) between Riverside County Regional Park and Open-Space District, a park and open-space district (“District”), and the Western Riverside County Regional Conservation Authority, a public agency and joint powers authority, (“RCA”) as set forth below. District and RCA, sometimes referred to in this MOU individually as a “Party” or collectively as the “Parties”.

**RECITALS**

- A. RCA is the owner of certain real property located along Jack Rabbit Trail at Gilman Springs Road in the unincorporated area of Riverside County, State of California, with Assessor’s Parcel Numbers 422-220-009, 422-220-010, 422-230-006, 422-230-008, 422-230-012, 423-180-002 and 422-240-001, (“Property”) as shown on Exhibit “A”, attached hereto and by this reference incorporated herein, that has been identified as such lands that are in need of restoration and rehabilitation due to extensive illegal off-highway vehicle usage.
- B. The District has received grant funds from the State of California Department of Parks and Recreation Off-Highway Vehicle Division (“State”) provided by the Off-Highway Motor Vehicle Recreation Act of 2003 Grants and Cooperative Agreements Program to restore native vegetation and rehabilitate lands that have been damaged over past years due to unregulated off-highway vehicle usage and has entered into that certain Project Agreement Number G10-03-60-R02 with the State (“Agreement”), attached hereto as Exhibit “B” and by this reference incorporated herein.
- C. The District plans to use said funds for the purpose of implementing its restoration and rehabilitation plan, known as the CalMat Site Vegetation Restoration Project (“Project”).
- D. In order for the District to implement its Project, the District must secure the right to enter upon the Property to perform the restoration and rehabilitation activities.
- E. District desires to obtain RCA’s permission to enter upon and use the Property and RCA desires to grant District’s request to enter the Property for the purpose of implementing the Project.

1 F. RCA has the authority and right to grant District the permission to enter upon the Property to  
2 perform the restoration and rehabilitation activities.

3 G. The Parties desire to enter into this MOU to work cooperatively in furtherance of the Project and  
4 to provide the rights and responsibilities for each of the Parties.

5 NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are  
6 hereby acknowledged, the parties agree as follows:

7 **AGREEMENT**

8 **I. RCA'S RIGHTS AND RESPONSIBILITIES.**

9 A. RCA hereby grants the right to the District to enter upon the Property to implement the  
10 Project by performing the restoration and rehabilitation activities as described in the Agreement.  
11 RCA shall grant no rights inconsistent with the reasonable exercise by District of its rights under  
12 this MOU.

13 B. RCA and its representatives, employees, or agents may enter and inspect the Property or  
14 any portion thereof or any improvements thereon at any time and from time to time at reasonable  
15 times to verify District's compliance with the terms and conditions of this MOU.

16 **II. DISTRICT'S RIGHTS AND RESPONSIBILITIES.**

17 A. District agrees to perform the activities described in the Agreement upon the Property.

18 B. Prior to any entry upon the Property for any of the purposes hereinabove set forth, District  
19 shall notify the authorities in charge named below by written and/or oral notice at least forty-eight  
20 (48) hours prior to commencement of entry and work. District shall also notify authorities in  
21 charge when work has been completed.

22 C. District shall not permit to be placed against the Property, or any part thereof, any design  
23 professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to  
24 District's actions upon the Property. District agrees to hold RCA harmless for any loss or  
25 expense, including reasonable attorneys' fee, arising from any such liens which might be file  
26 against the Property.

27 D. It is expressly understood that any rights granted under this MOU is not exclusive and does  
28

1 not in any way whatsoever grant or convey any permanent easement, lease, fee or other real  
2 property interest in the Property to the District.

3 E. The District agrees to provide RCA in a timely fashion a copy of RCA's reports,  
4 publications, or electronic data published as a result of information obtained from the District's  
5 use of the Property, including any reports provided to the State of California. In addition, the  
6 District shall provide RCA with a status report, once this MOU is signed by both parties and at the  
7 completion of the Project. RCA retains the right to use any and all such data or reports for its own  
8 purposes.

9 F. Other than the restoration work implemented as a result of the Agreement, in the event of  
10 an early termination of this MOU, the District shall, at its own cost and expense, restore the  
11 Property to the same condition in which it was prior to the District's entry. In case the District  
12 shall fail to restore the Property to its prior condition within ten (10) business days after the  
13 effective date of the termination, RCA may proceed with such work at the expense of the District.

14 G. The District agrees to require all consultants and contractors to comply with the provisions  
15 in Exhibit "C."

16 **III. COOPERATION.**

17 A. The Parties agree that RCA is not a party to the Agreement, nor will RCA assume or be  
18 assigned of the terms and conditions of the Agreement by entering into this MOU. RCA agrees  
19 that it will not act in any manner that would cause the District to violate the terms of the  
20 Agreement.

21 B. The Parties agree to cooperate with each other in the implementation of this MOU and  
22 perform any and all acts necessary to carry out the intent of the MOU. Without limiting the  
23 foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver  
24 any and all additional papers, documents and other assurances as may be necessary to carry out the  
25 intent of the MOU.

26 C. Mutual Indemnification.

27 1. RCA shall defend, indemnify and hold harmless District, its directors, officers,  
28

1 Board of Directors, elected and appointed officials, employees, agents and representatives,  
2 from all actions, claims, suits, penalties, obligations, damages and liabilities of whatsoever  
3 kind and nature arising from death, personal injury, property damage or other cause  
4 asserted or based upon any act or omission of RCA, its employees, agents or  
5 representatives of RCA, or the obligations contemplated by this MOU, to or in any way  
6 connected with RCA's use of the Property. Such indemnification shall include all  
7 reasonable costs and attorney fees. The obligations set forth in this paragraph shall survive  
8 the termination of this MOU.

9 2. District shall defend, indemnify and hold harmless RCA, its directors, officers,  
10 Board of Directors, elected and appointed officials, employees, agents and representatives,  
11 from all actions, claims, suits, penalties, obligations, damages and liabilities of whatsoever  
12 kind and nature arising from death, personal injury, property damage or other cause  
13 asserted or based upon any act or omission of District, its employees, agents or  
14 representatives of District, or the obligations contemplated by this MOU, to or in any way  
15 connected with District's use of the Property. Such indemnification shall include all  
16 reasonable costs and attorney fees. The obligations set forth in this paragraph shall survive  
17 the termination of this MOU.

18 **IV. TERM.**

19 A. This MOU shall commence on the Effective Date and shall continue until the Project is  
20 complete and the responsibilities of the Agreement have been fully satisfied, but in no event shall  
21 the MOU extend beyond September 5, 2017. The term may be extended by an express written  
22 amendment to this MOU by the Parties pursuant to Section V below.

23 B. If either Party to this MOU believes that the other Party has failed to perform any  
24 obligation of that Party in accordance with the terms of this MOU ("Default"), the Party alleging  
25 the Default shall provide written notice ("Default Notice") to the other Party, setting forth the  
26 nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the  
27 Party claimed to be in Default shall have thirty (30) days from the receipt of the Default Notice to  
28

1 completely cure such Default or, if such Default cannot reasonably be cured within such thirty  
2 (30) day period, to commence the cure of such Default within the thirty (30) day period and  
3 diligently prosecute the cure to completion thereafter. If the Party alleged to be in Default fails to  
4 cure, or to commence to cure (if applicable), the Party alleging the Default may terminate this  
5 MOU.

6 **V. CHANGES OR MODIFICATIONS.**

7 No part of this MOU may be modified, altered, amended, waived, or changed without the express  
8 written consent of the Parties hereto. The Parties recognize that the potential for similar projects  
9 may arise in the future and will negotiate in good faith to enter into another memorandum of  
10 understanding to address those projects at an appropriate time.

11 **VI. NOTICE.**

12 As used in this MOU, notice includes but is not limited to, the communication of any notice,  
13 request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All  
14 notices must be in writing. Notice is given either (i) when delivered in person to the person or  
15 company intended named below, (ii) when delivered via facsimile with confirmation from the  
16 receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal  
17 Express), addressed by name and addressed to the party or persons intended, as follows, until such  
18 time as a party gives notice of a change of address in accordance with the terms of this section:

19 **DISTRICT**

20 Attn: Marc Brewer  
21 4600 Crestmore Road  
22 Jurupa Valley, CA 92509  
23 Phone: (951) 955-4316  
24 Fax: (951) 955-4305

25 With a copy to:

26 **COUNTY COUNSEL**

27 Attn: Synthia M. Gunzel  
28 Office of the County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

19 **RCA**

20 Attn: Laurie Correa  
21 3403 10th Street, Suite 320  
22 Riverside, CA 92501  
23 Phone: (951) 955-9700  
24 Fax: (951) 955-8873

25 With a copy to:

26 **RCA GENERAL COUNSEL**

27 Attn: Michelle Ouellette  
28 Best Best & Krieger LLP  
3390 University Avenue, Suite 500  
Riverside CA 92501

29 **VII. CONFLICT OF INTEREST.**

1 No member, official or employee of the District or RCA shall have any personal interest, direct or  
2 indirect, in this MOU nor shall any such member, official or employee participate in any decision  
3 relating to this MOU which affects his or her personal interests or the interest of any corporation,  
4 partnership or association in which he or she is directly or indirectly interested.

5 **VIII. NO THIRD PARTY BENEFICIARIES.**

6 This MOU is made and entered into for the sole protection and benefit of the Parties hereto. No  
7 other person or entity shall have any right of action based upon the provisions of this MOU.

8 **IX. ASSIGNMENT.**

9 This MOU shall not be assigned by either Party, either in whole or in part, without the prior  
10 written consent of the non-assigning Party. Any assignment or purported assignment of this MOU  
11 without the prior written consent of the non-assigning Party will be deemed void and of no force  
12 or effect.

13 **X. GOVERNING LAW AND JURISDICTION.**

14 The Parties agree that in the exercise of this MOU, the Parties shall comply with all applicable  
15 federal, state, county and local laws, and regulations. Without limiting the generality of the  
16 foregoing, the District, at its sole cost and expense, shall obtain any and all permits which may be  
17 required by any law, regulation or ordinance for any activities the District desires to conduct or  
18 have conducted pursuant to this MOU. The existence, validity, construction, operation and effect  
19 of this MOU and all of its terms and provisions shall be determined in accordance with the laws of  
20 the State of California. Any action at law or in equity brought by either of the Parties hereto for  
21 the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of  
22 competent jurisdiction in the County of Riverside, State of California, and the Parties hereby  
23 waive all provisions of law providing for a change of venue in such proceedings to any other  
24 county.

25 ///

26 ///

27 ///



1  
2 **XI. PARAGRAPH TITLES.**

3 The paragraph titles of this MOU are (i) inserted only for the convenience of the Parties, (ii) are  
4 not intended to describe, define, limit, or otherwise affect the provisions in the portions of the  
5 MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the  
6 scope or intent of this MOU or in any way affect the agreement of the Parties set out in this MOU.

7 **XII. INTERPRETATION.**

8 The parties hereto have negotiated this MOU at arm's length and have been advised by their  
9 respective attorneys, or if not represented by an attorney, represent that they had an opportunity to  
10 be so represented and no provision contained herein shall be construed against the District solely  
11 because it prepared this MOU in its executed form.

12 **XIII. ENTIRE AGREEMENT.**

13 This MOU embodies the entire agreement between the Parties hereto in relation to the subject  
14 matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this  
15 subject matter exists between the Parties at the time of execution of this MOU. This MOU may  
16 only be modified or amended by the mutual consent of the Parties in writing.

17 **XIV. AUTHORITY TO EXECUTE.**

18 The individuals executing this MOU and the instruments referenced herein each represent and  
19 warrant that they have the legal power, right and actual authority to bind their respective Parties to  
20 the terms and conditions hereof and thereof.

21 **XV. ATTORNEYS' FEES.**

22 In the event of a dispute, demand, claim, or action or other proceeding between the Parties with  
23 respect to the interpretation of the terms or conditions of this MOU or the respective rights of the  
24 Parties pursuant to this MOU, the prevailing Party shall be entitled to collect from the other its  
25 reasonable attorneys' fees, costs and expenses, and other costs of litigation, if any, as established  
26 by the judge or arbitrator presiding over such dispute.

27 **XVI. COUNTERPARTS.**

28 The Parties may execute duplicate originals (counterparts) of the MOU or any other documents  
that they are required to sign or furnish pursuant to the MOU.

///

[Signature Provisions on the Following Page]

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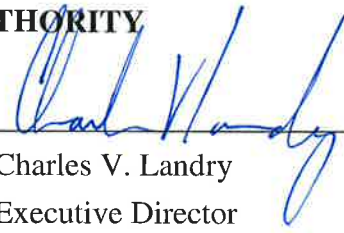
**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT AND THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY FOR THE CALMAT SITE VEGETATION RESTORATION PROJECT**

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be signed as of the date first above written.

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

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY**


By: \_\_\_\_\_  
Chairman  
Board of Directors

By:   
Charles V. Landry  
Executive Director

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
Pamela J. Walls, County Counsel

By:   
Synthia M. Gunzel  
Deputy County Counsel

**APPROVED AS TO FORM:**

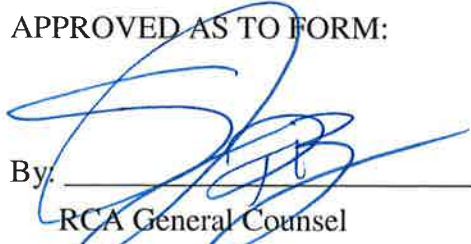
By:   
RCA General Counsel  
Best Best & Krieger LLP

Exhibit A

**LEGAL DESCRIPTION OF PROPERTY**

PARCEL 1:

THAT PORTION OF BLOCK 15 OF THE CONSOLIDATED RESERVOIR AND POWER COMPANY'S SUBDIVISION OF SAN JACINTO LAKE TRACT, AS PER MAP RECORDED IN BOOK 6, PAGE 83 OF MAPS, RIVERSIDE COUNTY RECORDS, BOUNDED ON THE WEST BY THAT CERTAIN PARCEL OF LAND CONVEYED TO FRANK MOTTE AND ELIZABETH MOTTE, BY DEED RECORDED SEPTEMBER 16, 1969, AS INSTRUMENT NO. 94564, OFFICIAL RECORDS, BOUNDED ON THE SOUTH BY GILMAN SPRINGS ROAD, AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED IN BOOK 433, PAGE 111 OF DEEDS AND BOUNDED ON THE SOUTHEAST BY JACKRABBIT TRAIL AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED OCTOBER 30, 1968, AS INSTRUMENT NO. 104247, OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPT THAT PORTION INCLUDED WITHIN JACKRABBIT TRAIL AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 30, 1968, AS INSTRUMENT NO. 104247, OFFICIAL RECORDS.

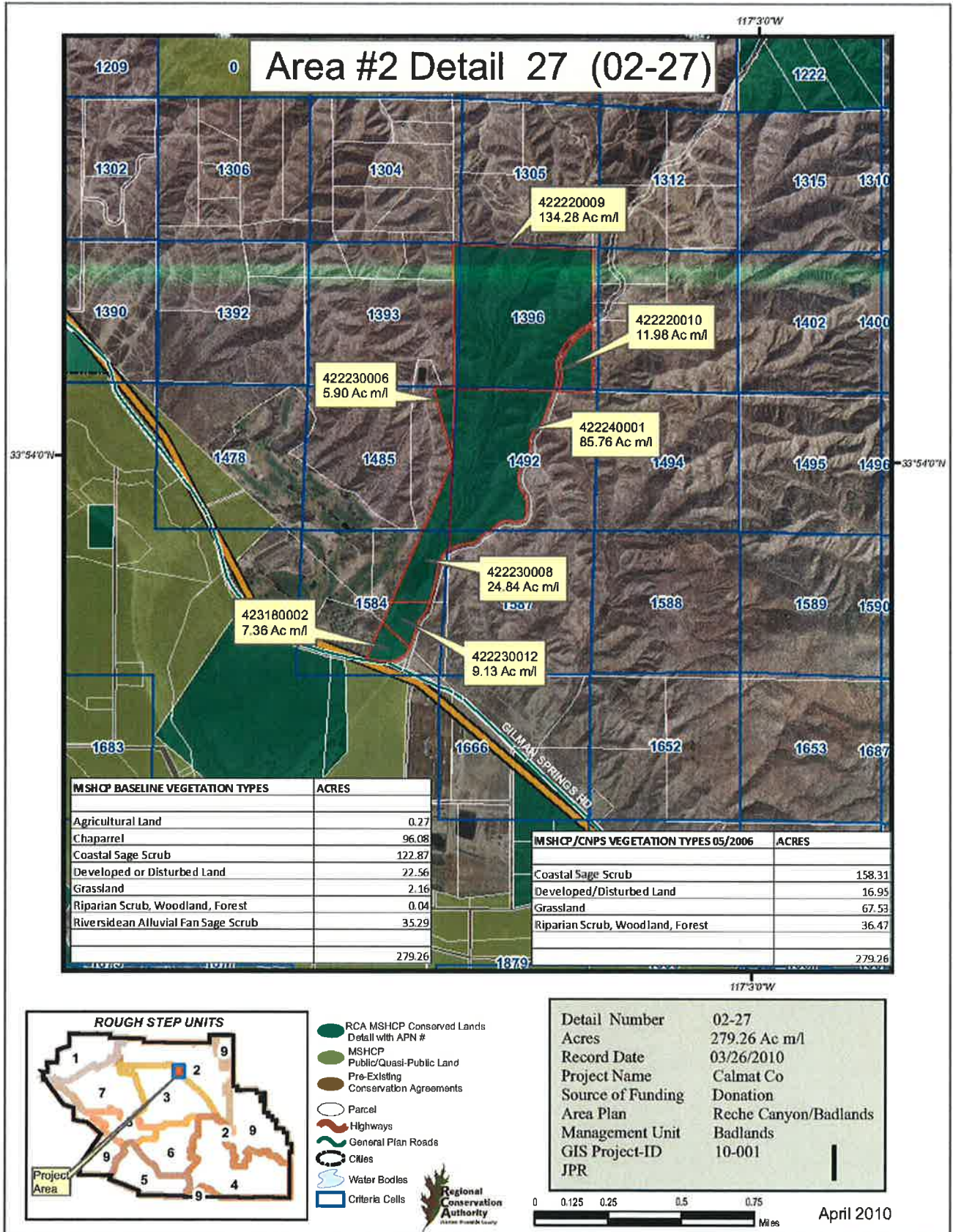
PARCEL 3:

THAT PORTION OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHERLY AND WESTERLY OF JACKRABBIT TRAIL AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 30, 1968, AS INSTRUMENT NO. 104247, OFFICIAL RECORDS.

PARCEL 4:

THAT PORTION OF GOVERNMENT LOT 4 AND THE EAST 1/2 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN LYING EASTERLY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO FRANK MOTTE AND ELIZABETH MOTTE BY DEED RECORDED SEPTEMBER 16, 1969, AS INSTRUMENT NO. 94564, OFFICIAL RECORDS AND LYING WESTERLY AND NORTHWESTERLY OF JACKRABBIT TRAIL, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 30, 1968, AS INSTRUMENT NO. 104247, OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION



RC21000062

Exhibit B  
The Agreement

State of California - The Resources Agency      OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION  
DEPARTMENT OF PARKS AND RECREATION      GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G10-03-60-R02      PROJECT TYPE: Restoration

GRANTEE: Riverside County Regional Park and Open-Space District

PROJECT TITLE: Restoration: CalMat Site

PROJECT PERFORMANCE PERIOD: FROM 09/06/2011 THROUGH 09/05/2014


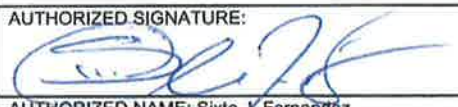
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$439,438.00 (Four Hundred Thirty Nine Thousand Four Hundred Thirty Eight and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE: 
AUTHORIZED NAME: <b>JOHN J. BENOIT</b>	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: <i>Chairman</i>	TITLE: Grants Manager
DATE: <i>DEC 20 2011</i>	DATE: <i>2-24-12</i>

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-14-146		VENDOR NUMBER: 4000000001-04		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62666	CONTRACT AMOUNT: 439,438.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263	CHAPTER: 712/10	STATUTE: 2010	FISCAL YEAR: 2011/2012		

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

      *2/24/12*

ATTEST:  
 IECM HARPER-IHEM, Clerk  
 BY: *[Signature]*  
 DEPUTY  
 FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS      DATE:

*DEC 20 2011 13.1*

**Grantee**

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
Agency: Riverside County Regional Park and Open-Space District  
Application: Restoration: CalMat Site

<b>APPLICANT NAME :</b>	Riverside County Regional Park and Open-Space District		
<b>PROJECT TITLE :</b>	Restoration: CalMat Site	<b>PROJECT NUMBER (Division use only) :</b>	G10-03-60-R02
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Restoration		
<b>PROJECT DESCRIPTION :</b>	<p>The project will consist of two phases:          Phase 1 - Completion and approval of the California Environmental Quality Act (CEQA) required activities for the project; and          Phase 2 - Provide for restoration to a section of 'The Badlands' which separates the City of Moreno Valley from the City of Beaumont (CalMat site) within Riverside County. Restoration activities of the CalMat site include, but are not limited to: regrading and revegetation of areas damaged by unauthorized OHV use; perimeter fencing of the site (approximately 5 miles); and associated regulatory agency fees.</p> <p>The grantee is required to provide a minimum of 26 percent of the total project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1</b>	<b>Staff</b>					
Other-Park Planner	800.000	41.670	HRS	0.00	33,336.00	33,336.00
Other-Park Ranger II	700.000	37.610	HRS	0.00	26,327.00	26,327.00
Other-Ground Maintenance Worker	1202.000	33.750	HRS	0.00	40,568.00	40,568.00
Other-Natural Resources Manager Notes : Primary Objective: Conduct site assessments and create monitoring reports prior, during and after the completion of the Landscape Restoration Phase of the project. The Natural Resource Manager will be responsible for all site monitoring and assessment reports	615.000	54.080	HRS	0.00	33,259.00	33,259.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
Agency: Riverside County Regional Park and Open-Space District  
Application: Restoration: CalMat Site

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
upon the completion of the landscape restoration phase of the project. For a complete list of all job activities directly related to this project please refer to the Grant Application Soil Conservation Plan for the proposed CalMat site.						
<b>Total for Staff</b>				0.00	133,490.00	133,490.00
<b>2 Contracts</b>						
Other-Landscape Restoration Notes : Landscape Restoration Construction will be performed by a yet-to-be-determined General Contractor. The work will involve re-grading and revegetating areas throughout the site damaged by unauthorized OHV use. The process will proceed by first removing compacted unauthorized OHV trails using a bulldozer ripper attachment. Second, areas will be regraded to match the original contours of the land. Third, regraded areas will receive native plants grown either from previously acquired clippings or from nursery stock of plants known to be native to the area. This will serve the dual purpose of providing	1.000	300000.000	PKG	300,000.00	0.00	300,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
Agency: Riverside County Regional Park and Open-Space District  
Application: Restoration: CalMat Site

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
habitat to encourage the return of native insects and other species as well as combating non-native plant species.						
Other-Fencing Notes : The proposed project site will need to be enclosed using at least five (5) miles of perimeter fencing. Perimeter fencing will consist of five horizontally ran smooth wire strands connected to t-posts. The smooth wire fencing will replace the originally proposed chain link fence. This will have the two pronged effect of reducing material cost and being more environmentally friendly by enabling animals to easily pass through the fence.	1.000	35000.000	PKG	35,000.00	0.00	35,000.00
Other-Environmental Analysis/CEQA/WQMP Notes : The environmental assessment report will be created by a yet-to-be-identified third party environmental consulting firm. It will provide an assessment of the project site as well as providing recommendations on how to implement fixes to damage caused by OHV use.	1.000	45000.000	PKG	45,000.00	0.00	45,000.00
Other-Permitting	1.000	15000.000	PKG	15,000.00	0.00	15,000.00



ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
Agency: Riverside County Regional Park and Open-Space District  
Application: Restoration: CalMat Site

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Services Notes : These funds will help cover the regulatory agency fees of county, state and federal organizations that RC Parks will be required to pay during the design and implementation of the site rehabilitation project.						
<b>Total for Contracts</b>				395,000.00	0.00	395,000.00
<b>3 Materials / Supplies</b>						
Signs	10.000	610.000	PKG	0.00	6,100.00	6,100.00
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
<b>Total Program Expenses</b>				395,000.00	139,590.00	534,590.00
<b>TOTAL DIRECT EXPENSES</b>				395,000.00	139,590.00	534,590.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
Indirect Costs-Project Contingency	1.000	59250.000	PKG	44,438.00	14,812.00	59,250.00
<b>Total Indirect Costs</b>				44,438.00	14,812.00	59,250.00
<b>TOTAL INDIRECT EXPENSES</b>				44,438.00	14,812.00	59,250.00
<b>TOTAL EXPENDITURES</b>				<b>439,438.00</b>	<b>154,402.00</b>	<b>593,840.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>439,438.00</b>		

ATTACHMENT 2

**Project Agreement General Provisions  
(Local Agencies Only)**

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the Individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

Grantee

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.  
  
State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.
2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

Grantee

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate Interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.  
  
Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.
5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

Grantee

ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chapple-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

Grantee

ATTACHMENT 2

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

Grantee

Exhibit C

1 (1) All Consultants or Contractors. The District will require any consultant or contractor hired to assist  
2 with the implementation of the Project on the Property to comply with this MOU.

3 (2) Indemnification. The District will require any and all consultant or contractors to indemnify defend,  
4 assume all liability for and hold harmless RCA and its officers, employees, agents and representatives  
5 from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental  
6 claims or injuries to persons, which may be caused by consultant's or contractor's activities pursuant to  
7 this MOU or arising out of or in connection with such activities, whether such activities or performance  
8 thereof is by consultant or contractor or anyone directly or indirectly employed or under contract with  
9 consultant or contractor, and whether such damage or claim shall accrue or be discovered before or after  
10 the termination of this MOU. The indemnity and other rights afforded to RCA by this section shall  
11 survive the revocation or termination of this MOU until such time that the statute of limitations has run  
12 for bringing any said claims.

13 (3) Insurance. The District will require any consultant or contractor entering the PROPERTY on its  
14 behalf to obtain insurance of the types and in the amounts described below and satisfactory to the RCA.

15 A. Commercial General Liability Insurance. Any consultant or contractor shall maintain  
16 occurrence version commercial general liability insurance or equivalent form with a combined single limit  
17 of not less than one million dollars (\$1,000,000) per occurrence. If such insurance contains a general  
18 aggregate limit, it shall apply separately to this MOU or be no less than two times the occurrence limit.  
19 Such insurance shall:

20 1. Include the RCA its officials, officers, employees, agents, and consultants as additional  
21 insureds with respect to the use of the Property and shall contain no special limitations on the scope of  
22 coverage or the protection afforded to the additional insureds;

23 2. Be primary with respect to any insurance or self-insurance programs covering the RCA,  
24 its officials, officers, employees, agents and consultants; and

25 3. Contain standard separation of insured provisions.

26 B. Workers' Compensation Insurance. The consultant or contractor shall maintain workers'  
27 compensation insurance with statutory limits and employers' liability insurance with limits of not less than  
28 \$1,000,000 each accident.

C. Certificates of Insurance. The consultant or contractor shall, prior to entering the Property,  
furnish the RCA with properly executed certificates of insurance and, if requested by the RCA, certified  
copies of endorsements and policies, which clearly evidence all insurance required under this MOU and  
provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage,  
except on thirty (30) days' prior written notice to the RCA. The RCA shall have the sole discretion to  
determine whether the certificates and endorsements presented comply with the provisions of this MOU.

D. Coverage Maintenance. The consultant or contractor shall replace certificates, policies and  
endorsements for any insurance expiring prior to the termination of this MOU. Unless otherwise  
provided for in this MOU, the consultant or contractor shall maintain such insurance from the execution  
of this MOU until completion of the agreed use of the RCA's property is complete and the Property is  
fully restored, except as otherwise provided in this MOU.

E. Licensed Insurer. The consultant or contractor shall place such insurance with insurers having A.M.  
Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise  
approved, in writing, by the RCA.

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

**NOTICE OF DETERMINATION**

**TO:**  
 Office of Planning and Research (OPR)  
P. O. Box 3044  
Sacramento, CA 95812-3044  
 County Clerk  
County of Riverside

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

**SUBJECT:** Filing of Notice of Determination in Compliance with Section 21152 of the California Public Resources Code.

CalMat Vegetation Restoration Project                      EA # 10021  
*Project Title:*    *Case Numbers*

2012021046    Marc Brewer    (951) 955-4316  
*State Clearinghouse Number*    *Contact Person*    *Area Code/No./Ext.*

Riverside County Regional Park and Open-Space District, 4600 Crestmore Road, Jurupa Valley, CA 92509  
*Project Applicant/Property Owner and Address*

North corner of Gilman Springs Road and Jackrabbit Trail, northwest of the City of San Jacinto in portions of Sections 14, 16, 22, and 23, T3S, R2W  
*Project Location*

Rehabilitate an existing 280-acre open-space site that has been used for illegal off-highway vehicle riding for several years and has a network of illegal OHV riding trails. No structures are proposed.  
*Project Description*

This is to advise that the Riverside County Board of Supervisors has approved the above-referenced project on February 23, 2010, and has made the following determinations regarding that project:

1. The project  will,  will not have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for the project and certified pursuant to the provisions of the California Environmental Quality Act.  
 A Negative Declaration was prepared for the project pursuant to the provisions of the California Environmental Quality Act.
3. Mitigation Measures  were,  were not made a condition of the approval of the project.
4. Findings were made in accordance with Section 21081 of the California Public Resources Code.
5. A statement of Overriding Considerations  , was,  was not adopted for the project.

This is to certify that EA No. 10021 is available to the general public at the Riverside County Regional Park and Open-Space District Headquarters, 4600 Crestmore Road, Jurupa Valley, CA 92509.



*Signature*

General Manager

March 5, 2014

*Title*

*Date*

<b>TO BE COMPLETED BY OPR</b> Date Received for Filing and Posting at OPR:	<b>FOR COUNTY CLERK'S USE ONLY</b>  <i>Please charge deposit fee case #:</i>
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**Notice of Completion & Environmental Document Transmittal**

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613  
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # **2012021046**

Project Title: CalMat Site Vegetation Restoration Project

Lead Agency: Riverside County Regional Park and Open-Space District

Contact Person: Steve Lech

Mailing Address: 4600 Crestmore Road

Phone: 951-955-4310

City: Jurupa Valley

Zip: 92509

County: Riverside

Project Location: County: Riverside

City/Nearest Community: San Jacinto

Cross Streets: Gilman Springs Road at Jackrabbit Trail

Zip Code: 92555

Longitude/Latitude (degrees, minutes and seconds): 33° 53' 33.72" N / 117° 4' 16.89" W Total Acres: 280 m/l

Assessor's Parcel No.: 422-220-009 at al

Section: 14, 16 Twp.: 3S Range: 2W Base: SBBM

Within 2 Miles: State Hwy #: 79

Waterways: N/A

Airports: N/A

Railways: N/A

Schools: N/A

**Document Type:**

- CEQA:  NOP  Draft EIR  NEPA:  NOI  Other:  Joint Document  
 Early Cons  Supplement/Subsequent EIR  EA  Final Document  
 Neg Dec (Prior SCH No.)  Draft EIS  Other: \_\_\_\_\_  
 Mit Neg Dec Other: \_\_\_\_\_

**Local Action Type:**

- General Plan Update  Specific Plan  Rezone  Annexation  
 General Plan Amendment  Master Plan  Prezone  Redevelopment  
 General Plan Element  Planned Unit Development  Use Permit  Coastal Permit  
 Community Plan  Site Plan  Land Division (Subdivision, etc.)  Other: Site restoration

**Development Type:**

- Residential: Units \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Transportation: Type \_\_\_\_\_  
 Office: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Mining: Mineral \_\_\_\_\_  
 Commercial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Power: Type \_\_\_\_\_ MW  
 Industrial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Waste Treatment: Type \_\_\_\_\_ MGD  
 Educational: \_\_\_\_\_  Hazardous Waste: Type \_\_\_\_\_  
 Recreational: \_\_\_\_\_  Other: Site restoration - no development  
 Water Facilities: Type \_\_\_\_\_ MGD \_\_\_\_\_

**Project Issues Discussed In Document:**

- Aesthetic/Visual  Fiscal  Recreation/Parks  Vegetation  
 Agricultural Land  Flood Plain/Flooding  Schools/Universities  Water Quality  
 Air Quality  Forest Land/Fire Hazard  Septic Systems  Water Supply/Groundwater  
 Archeological/Historical  Geologic/Seismic  Sewer Capacity  Wetland/Riparian  
 Biological Resources  Minerals  Soil Erosion/Compaction/Grading  Growth Inducement  
 Coastal Zone  Noise  Solid Waste  Land Use  
 Drainage/Absorption  Population/Housing Balance  Toxic/Hazardous  Cumulative Effects  
 Economic/Jobs  Public Services/Facilities  Traffic/Circulation  Other: \_\_\_\_\_

**Present Land Use/Zoning/General Plan Designation:**

Open Space - Rural Open Space - Recreation

**Project Description: (please use a separate page if necessary)**

The project will rehabilitate an existing 280-acre open space site that has been used for illegal off-highway vehicle (OHV) riding for several years and has a network of illegal OHV riding trails. The existing compacted trails will be scarified, invasive vegetation will be removed, and the site will be revegetated with native plant materials. The site will be fenced and posted with signs to warn against further illegal activities. No structures are proposed - the project is simply the rehabilitation/revegetation of an open-space property.

State Clearinghouse Contact:

(916) 445-0613

State Review Began:

02-22-2012

SCH COMPLIANCE

03-22-2012

Please note State Clearinghouse Number (SCH#) on all Comments

SCH#: **2012021046**

Please forward late comments directly to the Lead Agency

AQMD/APCD 03

(Resources: 02/15)

**Project Sent to the following State Agencies**

- Resources  State/Consumer Svcs  
 Boating & Waterways  General Services  
 Coastal Comm  Cal EPA  
 Colorado Rvr Bd  ARB: Airport/Energy Projects  
 Conservation  ARB: Transportation Projects  
 Fish & Game # 6  ARB: Major Industrial Projects  
 Delta Protection Comm  SWRCB: Div. Financial Assist.  
 Cal Fire  SWRCB: Wtr Quality  
 Historic Preservation  SWRCB: Wtr Rights  
 Parks & Rec  Reg. WQCB # 8  
 Central Valley Flood Prot.  Toxic Sub Ctrl-CTC  
 Bay Cons & Dev Comm.  Yth/Adlt Corrections  
 DWR  Corrections  
 Cal EMA  
 Resources, Recycling and Recovery  
 Bus Transp Hous  Independent Comm  
 Aeronautics  Energy Commission  
 CHP  NAHC  
 Caltrans # 9  Public Utilities Comm  
 Trans Planning  State Lands Comm  
 Housing & Com Dev  Tahoe Rgl Plan Agency  
 Food & Agriculture  
 Public Health  
 Conservancy  
 Other: \_\_\_\_\_



EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH



KEN ALEX  
DIRECTOR

March 23, 2012

Steve Lech  
Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Riverside, CA 92509

Subject: CalMat Site Vegetation Restoration Project  
SCH#: 2012021046

Dear Steve Lech:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on March 22, 2012, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures

cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044  
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov