



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.3
(ID # 5886)

MEETING DATE:

Tuesday, December 5, 2017

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Grant Agreement 17041 with the Coastal Conservancy and Adopt Resolution No 2017-10 Authorizing the Acceptance of Grant Funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) ; District 2; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Grant Agreement 17-041 between the Coastal Conservancy and the Riverside County Regional Park and Open-Space District (District); and
2. Adopt Resolution No. 2017-10 authorizing the District to accept and expend grant funds from the Coastal Conservancy under Proposition 84; and
3. Authorize the Chairperson of the Board of Directors to execute five (5) copies of grant agreement; and
4. Direct the Clerk of the Board to return five (5) copies of agreement to the District for transmittal and approval from the Coastal Conservancy.

ACTION: Policy

Scott Bangle, Director, General Manager / Park Director 11/21/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
 Nays: None
 Absent: None
 Date: December 5, 2017
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

BACKGROUND

The State Coastal Conservancy administers a competitive grant program under Proposition 84, under which funds are available for trail projects located along rivers and streams. 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.

Allocations of the grant funds awarded are determined on an as needed basis for imminent projects along the Santa Ana River Trail. The first allocation of funds to Riverside County was issued by the Coastal Conservancy in 2008, in the amount of \$1,950,000. The second allocation was issued in 2012, in the amount of \$3,400,000. Grant Agreement 17-041, presented for approval, provides \$700,000 in funding for construction of a trail access ramp and sewer stub line for a future trailhead staging area for the Santa Ana River Trail on top of the Prado Dam auxiliary embankment.

Among the requirements of the grant is a resolution adopted by the governing body of the public agency applicant. The attached Resolution No. 2017-10 approves the acceptance of grant funding for the proposed projects and certifies that the District will comply with applicable laws and has sufficient funding to operate and maintain the project.

IMPACT ON CITIZENS AND BUSINESSES

When complete, the Santa Ana River trail will provide the citizens of Riverside County a 36-mile recreational trail within the Santa Ana River Corridor. It will offer connections into both the Counties of Orange and San Bernardino, providing trail users the opportunity to use and explore approximately 110 miles of trail. In addition, the completed trail is designed as an alternate transportation route between the three counties and may possibly help reduce greenhouse gas emissions.

ATTACHMENTS


Grant Agreement 17-041

Resolution No. 2017-10

SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


Alex Gann

11/27/2017



Gregory V. Priamos, Director County Counsel

11/21/2017

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

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4 RESOLUTION NO. 2017-10

5 RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE
6 DISTRICT BOARD OF DIRECTORS AUTHORIZING THE ACCEPTANCE OF GRANT
7 FUNDS FROM THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY,
8 FLOOD CONTROL, RIVER AND COASTAL PROTECTION ACT OF 2006
9 (PROPOSITION 84)
10 SANTA ANA RIVER TRAIL

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

13 **WHEREAS**, the California State Coastal Conservancy has been delegated the
14 responsibility for the administration of this grant program, including the establishment of
15 necessary procedures; and

16 **WHEREAS**, the Riverside County Regional Park and Open-Space District ("District")
17 desires to enter into a grant agreement with the California State Coastal Conservancy to carry out
18 coastal access along the Santa Ana River Trail in Riverside County for alignment planning,
19 environmental impact analysis, detailed engineering and permit applications to complete twenty-
20 two and one-half miles of varying segments of trail along the Santa Ana River Trail in Riverside
21 County;

22 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** that the
23 Board of Directors for the Riverside County Regional Park and Open-Space District hereby:

- 24 1. Accepts the grant funds for the Santa Ana River Trail to prepare an alignment plan,
25 engineering studies and environmental review for projects to complete twenty-two and
26 one-half miles of varying trail segments along the Santa Ana River Trail from the Orange
27 County line up to the Hidden Valley Wildlife Area and to develop signage for the entire
28 Santa Ana River Trail; and
2. Certifies that Applicant understands the assurances and certification in the application;
and

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 12/21/17
DATE
SYNTHIA M. GUNZEL

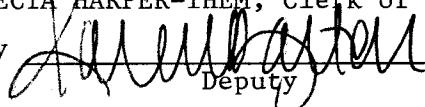
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- 3. Certifies that the Applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements, or will secure the resources to do so; and
- 4. Certifies that it will comply with the provisions of Section 1771.5(b) under the Labor Code regarding payment of prevailing wages on Projects awarded Proposition 84 funds; and
- 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; and
- 6. Approves the Grant Agreement on behalf of the District and Authorizes the Chairman of the Board of Directors for the District to execute the Grant Agreement; and
- 7. Appoints the Chairman of the Board of the Directors, or designee, as agent to execute all agreements which may be necessary for the completion of the aforementioned project; and
- 8. 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.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
 Nays: None
 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board
 By  Deputy

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

STATE OF CALIFORNIA
STANDARD AGREEMENT
Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 17-041	AM NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000930	

THIS AGREEMENT, made and entered into this 19th day of December, 2017, 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 Park 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 4.6 and Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Riverside County Regional Park and Open Space District ("the grantee") a sum not to exceed \$700,000 (seven hundred thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at the Prado Dam Auxiliary Embankment near the City of Corona, Riverside County, as shown on Exhibit A, which is incorporated by reference and attached.

(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.		FORM APPROVED COUNTY COUNSEL BY: <u>Synthia M. Gunzel</u> SYNTHIA M. GUNZEL DATE
AGENCY STATE OF CALIFORNIA	GRANTEE Riverside County Regional Park 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 Kevin Jeffery, Chair, Board of Directors	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 4600 Crestmore Road Riverside, CA 92509 Phone: (951) 955-4398	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$700,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Safe Drinking Water, Water Quality and...(Prop 84)
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	(OPTIONAL USE) Santa Ana River Trail Riverside Phase 3 Construction	
TOTAL AMOUNT ENCUMBERED TO DATE \$700,000.00	ITEM 3760-101-6051008(B0422)	CHAPTER 23
	OBJECT OF EXPENDITURE (CODE AND TITLE) Prop 84 SART General	STATUTE 2016
		FISCAL YEAR 16/17
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 12/19/2017	

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

Erlinda Corpuz
Procurement and Contracts Manager

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

DEC 05 2017 13.30 2018-1-138086

SCOPE OF AGREEMENT (Continued)

The grantee will bring about the construction of a trail access ramp and a sewer stub line for a future trailhead staging area for the Santa Ana River Trail on top of the Prado Dam Auxiliary Embankment, as detailed in the Conservancy staff recommendation of September 28, 2017, attached as Exhibit B and incorporated by this reference.

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 CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. Written agreements for implementation of the project improvements with the Orange County Flood Control District and with the City of Corona, which provide for the construction, maintenance and the use of the improvements for the Santa Ana River Trail and which protect the public interest in the improvements.
 - c. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

ADDITIONAL GRANT CONDITION[S]

The grantee shall also meet the following conditions:

1. As applicable, the grantee shall ensure that the project improvements are consistent with the Conservancy's "Standards and Recommendations for Accessway Location and Development" and with all applicable federal and state statutes, regulations and guidelines governing access for persons with disabilities.
2. In implementing the project, the grantee shall ensure compliance with all applicable mitigation measures and monitoring and reporting requirements for the project that are identified in the Initial Study/Mitigated Negative Declaration for the Santa Ana River Trail and the Mitigation Monitoring and Reporting Plan ("MMRP") adopted by the grantee through its Board of Directors on April 10, 2012, or in any permits, approvals or additional environmental documentation required for the project

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION 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 December 31, 2040 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 31, 2020 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than March 30, 2021.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 28, 2017 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, 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. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
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, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. 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. The grantee shall review the plans on-site with Conservancy staff.

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 contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, 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 contractor selection 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 construction.

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 construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The required sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method of acknowledging Conservancy funding. The grantee's sign plan shall require the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding.

BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION 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 five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's 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 five percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

COSTS AND DISBURSEMENTS (Continued)

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.

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. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. 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 forms. 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 project 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 until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. 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

Within thirty days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."
4. "As built" drawings of the completed project and photographs documenting project completion.

Within thirty days of 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 has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. 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.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement

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.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

OPERATION AND MAINTENANCE (Continued)

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

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 provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

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.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of 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 requirement in whole or in part through: (a) its contractors' procurement 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. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - 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. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 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.
 - 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.

INSURANCE (Continued)

4. Required Provisions Concerning the Conservancy and the State of California.
 - a. 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 first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
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,

INSURANCE (Continued)

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 and amendatory endorsements, or copies of the applicable policy language, 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 may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
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.
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, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. 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.

AUDITS/ACCOUNTING/RECORDS (Continued)

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

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.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

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). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (March 2015), available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of 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, the grantee may not assign this agreement 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.

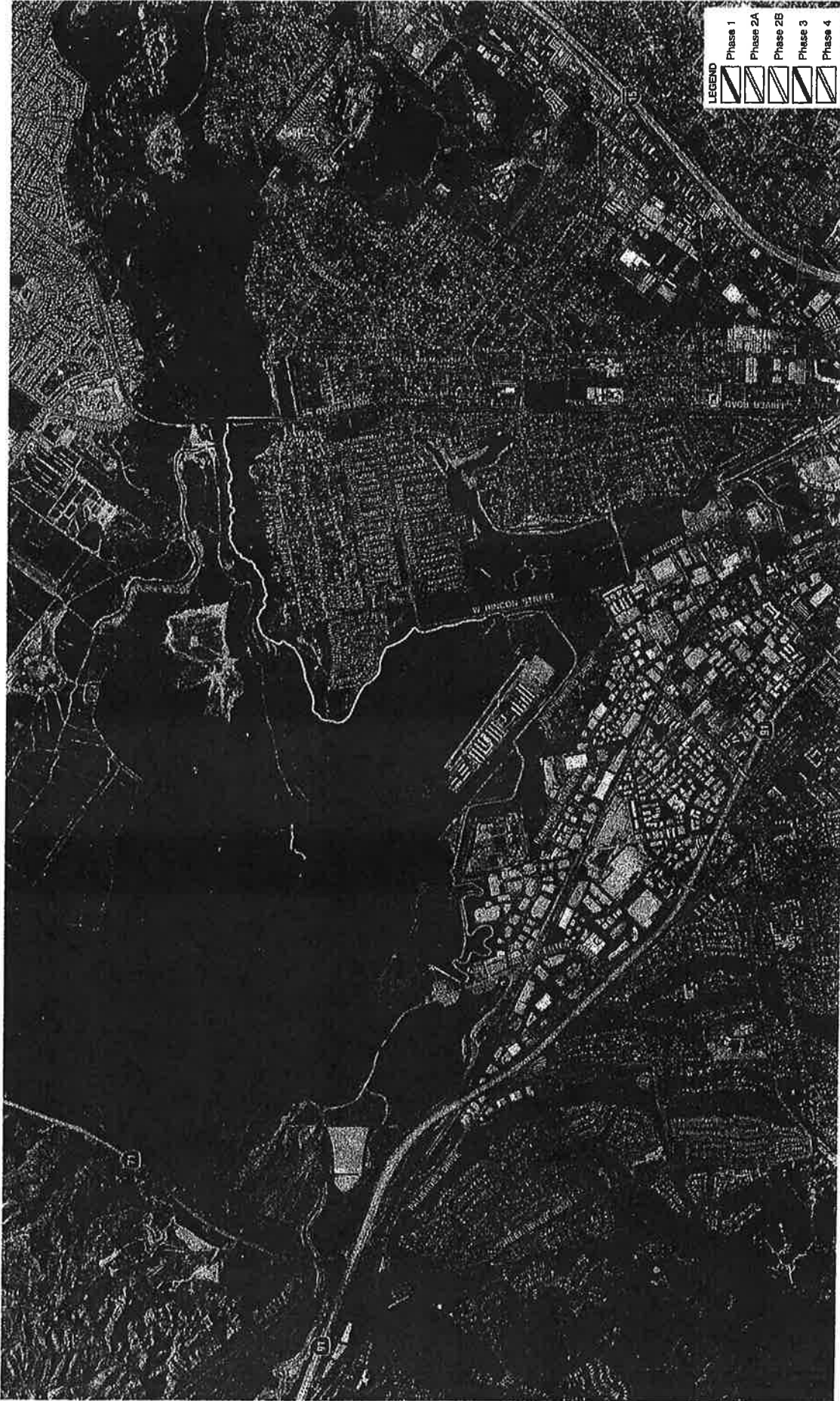
AMENDMENT

Except as expressly provided in this agreement, no changes 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.

Exhibit A: Project Location



LEGEND	
[Hatched Box]	Phase 1
[Hatched Box]	Phase 2A
[Hatched Box]	Phase 2B
[Hatched Box]	Phase 3
[Hatched Box]	Phase 4

RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT
Santa Ana River Trail • Project Phases



Exhibit B: Staff Recommendation

COASTAL CONSERVANCY

Staff Recommendation
September 28, 2017

**SANTA ANA RIVER TRAIL
RIVERSIDE COUNTY
PHASE III ACCESS AND STAGING AREA CONSTRUCTION**

File No. 11-023-02
Project Manager: Greg Gauthier

RECOMMENDED ACTION: Authorize disbursement of up to \$700,000 to the Riverside County Regional Park and Open Space District for construction of a trail access ramp and sewer stub line for a future trailhead staging area for the Santa Ana River Trail on top of the Prado Dam auxiliary embankment, in the County of Riverside, and adopt findings under the California Environmental Quality Act.

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: Access and Staging Area Map
- Exhibit 3: Initial Study and Mitigated Negative Declaration: Santa Ana River Trail, Riverside County
- Exhibit 4: Project Letters

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et. seq.* and Sections 31170 *et seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed seven hundred thousand dollars (\$700,000) to the Riverside County Regional Park and Open Space District (District) for construction of a trail access ramp and sewer stub line for a future trailhead staging area for the Santa Ana River Trail on top of the Prado Dam auxiliary embankment.

This authorization is subject to the following conditions:

SANTA ANA RIVER TRAIL PHASE III ACCESS & STAGING AREA CONSTRUCTION

1. Prior to disbursement of funds to the District, the Conservancy's Executive Officer shall review and approve in writing:
 - a. A final work program, including a budget and schedule, and any contractors that will be retained for the project.
 - b. Written agreements for implementation of the project improvements with the Orange County Flood Control District and with the City of Corona, which provide for the construction, maintenance and the use of the improvements for the Santa Ana River Trail and which protect the public interest in the improvements
2. The District shall ensure that the project improvements are consistent with the Conservancy's 'Standards and Recommendations for Accessway Location and Development' and with all applicable federal and state statutes, regulations and guidelines governing access for persons with disabilities.
3. In implementing the project, the District shall ensure compliance with all applicable mitigation measures and monitoring and reporting requirements for the project that are identified in the Initial Study/Mitigated Negative Declaration ("IS/MND") and the Mitigation Monitoring and Reporting Plan ("MMRP"), attached to the accompanying staff recommendation as Exhibit 3, or in any permits, approvals or additional environmental documentation required 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 purposes and objectives of Chapter 4.6 of Division 21 of the Public Resources Code, regarding the Santa Ana River Conservancy Program and funding for recreational opportunities and trails, and with 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.
2. The proposed project will serve greater than local needs.
3. The proposed authorization is consistent with the current Project Selection Criteria and Guidelines.
4. The Conservancy has independently considered the IS/MND (attached to the accompanying staff recommendation as Exhibit 3) adopted by the District on April 10, 2012, pursuant to the California Environmental Quality Act and the Mitigation Monitoring and Reporting Program (included in the attached Exhibit 3 to the staff recommendation) developed to mitigate potentially significant environmental effects, and finds that the project as designed avoids, reduces or mitigates the potentially significant environmental effects to a less-than-significant level, and that there is no substantial evidence based on the record as a whole that the project may have a significant effect on the environment, as defined in 14 Cal. Code Regulations Section 15382."

PROJECT SUMMARY:

The recommended authorization will provide funds to Riverside County Regional Park and Open Space District (District) for construction of a trail access ramp and sewer stub line for a future staging area on top of the Prado Dam auxiliary embankment for the Prado Basin to Hidden Valley Wildlife Area segment of the Santa River Trail. Both the access ramp and staging area are on Orange County Flood Control District (OCFCD) property and fall within the site of the Army Corps' Prado Dam Auxiliary Embankment Project (Prado Dam Project), which seeks to increase flood storage in the Prado Basin by raising the face of the dam and constructing a series of supporting embankments. OCFCD is a cooperating local agency for the Army Corps' Prado Dam Project. Construction of the Prado Dam Project will begin in the near future and the project proposed for Conservancy funding will be constructed in connection with that larger Army Corps project.

An access ramp is needed for the Santa Ana River Trail staging area, because the existing trail runs along the base of the 25-foot- tall levee from the easterly side of Prado Dam, and the future staging area will be constructed along the top of the levee. The ramp will provide access to the top of the levee. The proposed staging area would include parking for automobiles and equestrian vehicles, restrooms, a horse corral and tie-ups, drinking water, bicycle racks, a picnic shelter, benches, trash receptacles, signage and an open space park area. The restrooms, which are planned as part of this staging area, will be served by sanitary sewer lines that are maintained and owned by the City of Corona. The City needs to relocate the existing sewer lines to accommodate the Army Corps Prado Dam Project. In order to connect restrooms in the staging area to those re-aligned sewer lines, a sanitary sewer stub needs to be constructed under the access ramp before construction of the ramp occurs. That is the second objective of the proposed project.

In order to facilitate the funding for these proposed improvements related to the Santa Ana River Trail, the District will enter into a contribution agreement with OCFCD, the cooperating agency with the Army Corps, under which the District will provide funding for construction of the access ramp by the Army Corps as part of its Prado Dam Project. The District will enter into a similar contribution agreement with the City of Corona to provide funding to the City so that the City will construct the sewer stub needed for the planned staging area of the Trail at the same time it re-aligns its existing sanitary sewer line.

Planning for the trail in this section is complicated because it must be balanced with natural resource protection and flood management. Exhibit 1 shows the general location of the proposed project within Riverside County. Exhibit 2 shows the location of the access ramp and future staging area within Phase III of the Santa Ana River Trail adjacent to Prado Dam.

The District will manage and oversee the construction of the improvements which will be funded by the proposed authorization. The District 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 has

SANTA ANA RIVER TRAIL PHASE III ACCESS & STAGING AREA CONSTRUCTION

extensive experience with project planning and implementation, as it manages more than 44,000 acres, including 40 parks, reserves, historic and archeological sites, and 90 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 2016 census data the population of Riverside County, San Bernardino County and Orange County combined is 7.7 million. Currently the state's total population is estimated to be 39.3 million; thus just less than 20 percent 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, the Santa Ana Sucker, San Bernardino kangaroo rat, and the Santa Ana River woollystar. The upper portion of the watershed is in the San Bernardino National Forest, and the middle section crosses the Inland Empire, through the urbanized 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, 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 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 that 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.

The project will occur within the Prado Basin to Hidden Valley Wildlife Area segment of the Santa Ana River Trail. That segment is a portion of "Reach III" of the larger Corona-Norco-Eastvale project area of the Santa Ana River Trail, which consists of 12 reaches and stretches from just downstream of State Route 71 in the west to the Hidden Valley Wildlife Area in the east. The Corona-Norco-Eastvale project area encompasses the Prado Dam and surrounding flood control basin, the Corona Municipal Airport, Orange County Water District (OCWD) conservation lands, and the residential communities of the Cities of Corona, Norco, and Eastvale. A portion of Reach I, extending from the Orange County line to the downstream edge of the Prado Dam outflow channel, is being developed as a separate project by the County of Riverside in order to meet specific funding requirements.

The Santa Ana River Trail is nearly complete in Orange County and more than half finished in Riverside County with approximately 12 miles left to complete. There are approximately 8 miles of trail to finish in San Bernardino County.

SANTA ANA RIVER TRAIL PHASE III ACCESS & STAGING AREA CONSTRUCTION

The Santa Ana River Parkway will traverse the entire length of the Santa Ana River mainstem for one half mile on either side of the river. The Santa Ana River Parkway and Open Space Plan will be completed in 2017. As part of the Santa Ana River Conservancy Program the plan will address the resource and recreational goals of the Santa Ana River region including open space, trails, wildlife habitat, agricultural land protection, water quality protection, educational use, and public access.

Project History:

For more than 50 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 trail 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 17 cities.

The completed trail 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.

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.

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.

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 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

SANTA ANA RIVER TRAIL PHASE III ACCESS & STAGING AREA CONSTRUCTION

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 Santa Ana River Trail and Parkway Partnership including the counties of Orange, Riverside, San Bernardino, the Santa Ana Watershed Project Authority and The Wildlands Conservancy.

One of the primary hurdles to completing the Santa Ana River Trail and Parkway had been a lack of consistent funding for trail projects. 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. Proposition 84 included a \$45 million dollar allocation to the Coastal Conservancy for projects to "expand and improve" the Parkway.

PROJECT FINANCING:

Coastal Conservancy	<u>\$700,000</u>
Total Project Cost	\$700,000

Staff expects to use funds appropriated to the Conservancy in fiscal year 2016-2017 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Public Resources Code section 75001, *et seq.*) Chapter 5 of Proposition 84 provides for funding for the protection and restoration of rivers, their watersheds, and associated land, water and other natural resources. Public Resources Code section 75050. Chapter 5 specifically allocates funds to the Coastal Conservancy for projects that "expand and improve" the Santa Ana River Parkway and that have been developed "in consultation with local government agencies participating in the development of the Santa Ana River Parkway." Public Resources Code section 75050(i). Proposition 84 requires that at least \$10 million of the Parkway funds be spent in each of the three counties. Funding for this project would come from the set aside for Riverside County, which is where the project is located. Consistent with Proposition 84, the proposed project will improve the Parkway by creating a trail ramp that will connect the trail to a trail staging area. The proposed project was developed in partnership with the local governments participating in the development of the Santa Ana River Trail and Parkway. Finally, as discussed in the following section, the project is consistent with Chapters 4.6 and 9 of Division 21.

While there are no matching funds identified for the proposed project, significant matching funds have already been spent completing the Santa Ana River Trail. More than \$55,000,000 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

SANTA ANA RIVER TRAIL PHASE III ACCESS & STAGING AREA CONSTRUCTION

with the provisions of Chapter 4.6 of Division 21 of the Public Resources Code, Sections 31170 *et seq.* regarding the Santa Ana River Conservancy Program and funding for recreational opportunities and trails.

Section 31173 states that the Conservancy may undertake projects and award grants to public agencies to help achieve recreational opportunities and trails. It further states that the Conservancy may undertake projects for “Public access to, enjoyment of, and enhancement of recreational and educational experience on program lands in a manner consistent with the protection of land and natural resources and economic resources in the area.”

Section 31174(c) states that the Conservancy shall “Give priority to river-related projects that create expanded opportunities for recreation ...”. This project will complete construction of an access ramp and sewer line for a future staging area of the Santa Ana River Trail for the purpose of public access and recreation.

The project is also 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.” This project will expand access to the Santa Ana River inland trail system. 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 the recreational needs of three large counties encompassing almost 20 percent of the entire state’s population and will likely be used by visitors from other areas of the state and nation.

CONSISTENCY WITH CONSERVANCY’S 2013 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S), AS REVISED JUNE 25, 2015:

Consistent with **Goal 2, Objective 2F** of the Conservancy’s 2013-2018 Strategic Plan the proposed project will construct an access ramp and sewer connection for a future staging area for a regional trail and river parkway 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 October 2, 2014 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. **Promotion and Implementation if state plans and policies:** By funding the construction of the staging area access ramp and sewer line for a segment of the Santa Ana River Trail, the proposed project will implement the following state plans:

California @ 50 Million: The Environmental Goals and Policy Report (Governor's Office of Planning and Research, Draft 2013): Goal 2, "Build Sustainable Regions that Support Healthy, Livable Communities," specific strategy to "support and invest in active transportation projects, such as walking and biking infrastructure." This project will support completion of the Santa Ana River Trail which will provide increased opportunities for active transportation and commuting by bicycle, as well as pedestrian and equestrian trail use. The trail will contribute substantially to providing sustainable and healthy lifestyle opportunities and alternative modes of transportation and recreation.

California Recreational Trails Plan (California State Parks, Phase I, June 2002): The Santa Ana River Trail is identified in the California Recreational Trails Plan as a state trail corridor and meets the plan's three main criteria of bring 1) a trail corridor that will be a long-distance route greater than 50 miles identified for non-motorized travel; 2) a trail corridor that links people to public and private lands that have outstanding scenic, historic, natural, educational, or recreational values; and 3) a trail corridor that connects with other trail corridors or shorter local trails, and stimulates the development of connecting trails by its location.

4. **Support of the public:** The Parkway project is widely supported by local organizations and elected officials, including 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. Project letters are provided in Exhibit 4.
5. **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.
6. **Need:** As described above, there has been a vision of completing the Parkway for more than 50 years. During the last decade, significant political support and regional coordination was established with the goal of completing trail design and 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 and construction is progressing.
7. **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 7.7 million people) live in the three counties served by this trail.
8. **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, transportation and health 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 design, engineering and permitting for the proposed project are complete and the County of Riverside is prepared to begin construction immediately.
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 will potentially serve 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, Fairview Park and Talbert Nature Preserve.
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, and executive officers from the Santa Ana Watershed Project Authority and The Wildlands Conservancy.

COMPLIANCE WITH CEQA:

On April 10, 2012 the District, through its Board of Directors approved the project and adopted a Mitigated Negative Declaration (MND) for the Santa Ana River Trail, based on the findings incorporated and conclusions in the Initial Study (IS). See Exhibit 3 for the IS/MND that the District adopted. The IS/MND covered the Corona-Norco-Eastvale area of Santa Ana River Trail project, which consists of 12 reaches and stretches from just downstream of State Route 71 in the west to the Hidden Valley Wildlife Area in the east. The larger Corona-Norco-Eastvale project area encompasses the proposed project site, which is located in “Reach III” of the Santa Ana River Trail, between the Prado Basin and the Hidden Valley Wildlife Area. Thus, the environmental impacts of the proposed project were identified and assessed in the IS/MND.

As a responsible agency under the California Environmental Quality Act (CEQA), the Conservancy must independently analyze the components of the project it seeks to fund under this authorization.

The IS/MND identifies potentially significant impacts of the Project, but determines that they could be mitigated to “less than significant” levels. The potentially significant environmental impacts of the proposed project and the adopted mitigation measures that reduce impacts to a less than significant level are summarized below:

Air Quality: Potential significant effects to air quality were analyzed in the IS/MND and found to have no impact or less than significant impact with the exception of the potential to create objectionable odors affecting a substantial number of people due to horse manure from equestrian use of the trail and staging areas. The mitigation measure identified to avoid significant effects is to ensure that the trail shall be maintained by the County of Riverside at least once a month to remove any horse manure that may be on the trails. The manure would be properly disposed of at approved and permitted facilities. The proposed project will prepare the location for a future staging area which would require implementation of the above mentioned mitigation measure to avoid objectionable odors.

Biological Resources: Potential significant effects to biological resources were analyzed in the IS/MND and found to have no impact or less than significant impact with the exception of the potential to impact special status species and wetlands. The mitigation measures identified to avoid significant effects to biological resources include the following: avoiding construction along all reaches of the trail during the bird nesting season between February 15 and September 1; surveys by a qualified biologist prior to construction to determine the presence or absence of nesting birds. If active nests are identified, consultation with CDFG and/or US Fish and Wildlife Service (USFWS) shall occur to determine appropriate procedures and implementing mitigation if construction activities have a direct or indirect impact on nesting birds; maintenance activities avoiding tree-trimming activities during the nesting bird season between February 15 and September 1. Prior to the commencement of tree trimming activities between September 1 and February 15, a qualified biologist shall conduct surveys to determine the presence/absence of nesting birds. If active nests are identified, tree-trimming activities shall only proceed in the affected area in the presence of a qualified biologist. The proposed project is being constructed on already disturbed soils for construction of the U.S. Army Corps auxiliary embankment and does not contain trees or wetlands. Once the staging area is completed in the future the above mitigation measures would avoid significant impacts to biological resources.

Cultural Resources: Potential significant effects to cultural resources were analyzed in the IS/MND and found to have no impact or less than significant impact with the exception of areas with virgin earth for which mitigation and monitoring measures were identified. The project proposed for Conservancy funding is located on previously disturbed soils and will have no impact to cultural resources.

Paleontological Resources: Potential significant effects to paleontological resources were analyzed in the IS/MND and found to have no impact or less than significant impact with the exception of areas with virgin earth for which mitigation and monitoring measures were identified. The project proposed for Conservancy funding is located on previously disturbed soils and will have no impact to paleontological resources.

Geology and Soils: Potential significant effects to geology and soils were analyzed in the IS/MND and found to have no impact or less than significant impact with the exception of areas as delineated on the current Alquist-Priolo Earthquake Fault Zoning Map that lie within the Whittier segment of the Elsinore earthquake fault zone. The project proposed for Conservancy funding does not lie within the fault zone segment.

Noise: Potential significant effects of construction noise were identified in the IS/MND. Mitigation measures to avoid significant effects the following two measures. Construction equipment with internal combustion engines shall be equipped with mufflers, silencers, or other noise-mitigating device. Construction equipment shall not idle when within one quarter mile of residential or school uses or any other sensitive receptors.

Hydrology and Water Quality: Potential significant impacts to hydrology and water quality were analyzed in the IS/MND and found to have less than significant impact with the following mitigation measures: in the event that routine inspection of Prado Dam concludes that the structural integrity of the dam has been compromised, all construction activity (during the construction phase) and/or public use (during the operational phase) of affected Reaches will immediately cease and further use would be prohibited until U.S. Army Corp of Engineers and/or County of Riverside approval is given; and, during periods of heavy rains and major storm events, the water of the Prado Dam shall be routinely monitored by the U.S. Army Corps of Engineers. Should the release of excess water via the spillway to be necessary, public access to the proposed trail alignments shall be restricted to all uses until the condition of the trails can be assessed by the USACE and the County of Riverside and any necessary repairs made.

Based on this assessment the District determined that the larger Santa Ana Trail project would not have significant environmental effects with the incorporation of the identified mitigation measures.

Staff has reviewed the District's IS/MND with respect to the project proposed for Conservancy funding and concurs with the District's determination. Accordingly, staff recommends that the Conservancy find that the proposed project, with mitigation measures incorporated, avoids, reduces or mitigates any potential adverse environmental effect to less than significant and does not have the potential for a significant effect on the environment, as defined in 14 Cal. Code Regulations Section 15382. Upon approval, staff will file a Notice of Determination for this project.