



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



ITEM
13.3
(ID # 6941)

MEETING DATE:
Tuesday, June 5, 2018

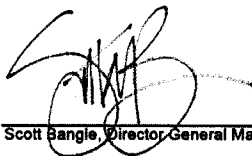
FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Approval of Grant Agreement with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for Lake Skinner Recreation Area; Adopt Resolution No. 2018-08; District 3 100%; [\$200,000]; 100% State of California

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Grant Agreement C4129041 between the Natural Resources Agency and the Riverside County Regional Park and Open-Space District (District); and
2. Authorize the Chairman of the Board of Directors to execute the Grant Agreement and Grant Certification on behalf of the District; and
3. Adopt Resolution No. 2018-08 authorizing the District to accept and expend grant funds under the Boat Launching Facilities grant; and
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
5. Direct the Clerk of the Board to return five (5) copies of each the agreement to the District for transmittal and approval from the Natural Resources Agency.
6. Approve and direct the Auditor-Controller to make the budget adjustments shown on Attachment A.

ACTION: 4/5 Vote Required, Policy

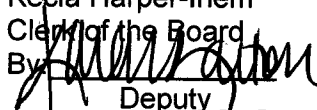


Scott Bangle, Director, General Manager / Park Director 5/22/2018

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Perez 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: June 5, 2018
 xc: Parks, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 200,000	\$ 200,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% CA Boating and Waterways Grant			Budget Adjustment:	Yes
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Division of Boating and Waterways (DBW) Local Assistance Grant Program was established to provide safe and convenient public access to California's waterways. This program awards grants on a competitive basis for the development or the improvement of boat launching facilities.

On March 25, 2014 by M.O. 13-1D, the Board of Directors approved an application in the amount of \$546,780 for improvements to Boat Launch #1 and #2 at Lake Skinner Recreation Area. DBW subsequently underwent an agency reorganization, and new grant awards were temporarily put on hold. On July 22, 2016, DBW staff visited the boat launching facilities at Lake Skinner Recreation Area. Upon their recommendation, it was determined that the project scope be revised to focus solely on the planning of improvements to Boat Launch #1. On February 22, 2018, the revised project scope and cost estimate of \$200,000 was presented and approved for funding by the Boating and Waterways Commission.

Grant funds will be utilized for the design, permitting, and establishment of an engineer's cost estimate to replace two of the four launch ramp lanes at Boat Launch #1 with concrete v-lanes, repair cracks, slurry seal, and stripe the parking area, replace the two boarding float guide rails, replace the fish cleaning station, upgrade the restroom for ADA compliance, provide an ADA path of travel to the site's components, and install a project credit sign at Lake Skinner Recreation Area.

Among the requirements of the grant is a resolution adopted by the governing body of the public agency applicant. The attached Resolution 2018-08 approves the acceptance of the Boat Launching Facilities grant funds, certifies that the District will comply with applicable laws, and has sufficient funding to operate and maintain the project.

IMPACT ON CITIZENS AND BUSINESSES

The proposed improvements will enhance user experience, improve safety, and provide necessary ADA compliant renovations to the facility.

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OTHER FINANCIAL INFORMATION

This \$200,000 grant will pay for design, permitting, and the establishment of an engineer's construction estimate for improvements at Lake Skinner's Boat Launch #1. There is no match requirement associated with this grant. Once the design, permitting, and construction estimate are complete, the District expects to apply for additional grant money to fund construction which is anticipated to occur in or around 2020.

Attachments

Grant Agreement C4129041

Resolution 2018-08

DBW Grant Certification

Attachment A – Budget Adjustment


Rahmi Baske, Principal Management Analyst 5/29/2018


Gregory V. Priamos, Director County Counsel 5/23/2018

ATTACHMENT A

Approval of Grant Agreement with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways for Lake Skinner Recreation Area; District III; [\$200,000]

Increase Appropriations:

33100- 931105- 524660 Consultants \$ 200,000

Increase Estimated Revenue:

33100- 931105- 751680 CA-State Grant Revenue \$ 200,000

2
3 RESOLUTION NO. 2018-08

4 A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE RIVERSIDE COUNTY

5 REGIONAL PARK AND OPEN-SPACE DISTRICT

6 AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DIVISION OF BOATING
7 AND WATERWAYS BOAT LAUNCHING FACILITIES GRANT PROGRAM

8
9 **WHEREAS**, the State of California has provided funds for the program shown above; and

10 **WHEREAS**, California State Natural Resources Agency Department of Parks and Recreation
11 Division of Boating and Waterways has been delegated the responsibility for the administration of this grant
12 program, establishing necessary procedures; and

13 **WHEREAS**, Riverside County Regional Park and Open-Space District will enter into an agreement
14 with the California State Natural Resources Agency Department of Parks and Recreation Division of
15 Boating and Waterways to carry out the planning of improvements to the boat launching facilities at Lake
16 Skinner Recreation Area in Winchester, California; and

17 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** that the Board
18 of Directors for the Riverside County Regional Park and Open-Space District (District):

- 19 1. Authorizes the acceptance of \$200,000 in grant funds for Lake Skinner Recreation Area for
20 the design, permitting, and establishment of an engineer's cost estimate to replace two of the
21 four launch ramp lanes at Boat Launch #1 with concrete v-lanes, repair cracks, slurry seal,
22 and stripe the parking area, replace the two boarding float guide rails, replace the fish
23 cleaning station, upgrade the restroom for ADA compliance, provide an ADA path of travel
24 to the site's components, and install a project credit sign; and
- 25 2. Certifies that the District understand the assurances and certification in the application; and
- 26 3. Certifies that the District will have sufficient funds to operate and maintain the Project
27 consistent with the land tenure requirements, or will secure the resources to do so; and
28

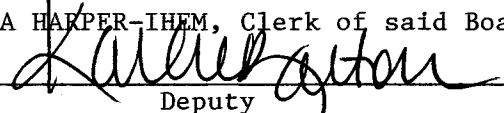
FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 81205/2018-03-18
DATE
SYNTHIA M. GUNZEL

- 1 4. Certifies that the District will comply with the provisions of Section 1771.5(b) under the
2 Labor Code regarding payment of wages on Projects awarded grant funds; and
3 5. If applicable, certifies that the Project will comply with any and all laws and regulations
4 including but not limited to legal requirements for building codes, health and safety codes,
5 disabled access laws, and that prior to commencement of contraction, all applicable permits
6 will have been obtained; and
7 6. Appoints the Chairman of the Board of Directors, or designee, as agent to execute all
8 agreements which may be necessary for the completion of the aforementioned Project; and
9 7. Appoints the General Manager for the District, or designee, as agent to conduct all
10 negotiations, execute and submit all documents including but not limited to applications,
11 ministerial amendments which do not fundamentally change the scope or original intent of
12 the agreement, requests for reimbursement, summaries, releases, certifications, and so on,
13 which may be necessary for the completion of the aforementioned Project.

14
15 ROLL CALL:

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

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

21 KECIA HARPER-IHEM, Clerk of said Board
22 By 
23 Deputy
24
25
26
27
28

State of California – Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 DIVISION OF BOATING AND WATERWAYS

WHEN DOCUMENT IS FULLY EXECUTED RETURN

GRANT AGREEMENT

CLERK'S COPY

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

GRANTEE: Riverside County Regional Park & Open Space District

GRANT PERFORMANCE PERIOD is from: Effective date and continues to February 1, 2020.

GRANT AGREEMENT PERFORMANCE PERIOD is from: Effective date and continues 20 years from Date of Acceptance of Project.

PROJECT TITLE: Lake Skinner Boat Launching Facility #1141 GRANT NUMBER: C4129041

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below for the project identified in the Feasibility Report which is a part of the agreement consisting of: Exhibit A "Small Craft Launching Facility Construction Grant and Operation Agreement", page 1-17. Exhibit A, Attachment 1 "Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines", page 1-4. Exhibit B "Lake Skinner Boat Launching Facility Feasibility Report", page 1-8. Exhibit B, Attachment 1 "Lake Skinner Boat Launching Facility Addendum to Feasibility Report", page 1. Exhibit C "General Terms and Conditions", page 1-4.

Grantee: Riverside County Regional Park & Open Space District

Agency: Department of Parks and Recreation
 Division of Boating and Waterways

Address: 4600 Crestmore Road
 Jurupa Valley, CA, 92509

Address: One Capitol Mall, Suite 500
 Sacramento, CA 95814

BY: *Chuck Washington*
 (Authorized Signature)

BY: _____
 (Authorized Signature)

CHUCK WASHINGTON
 CHAIRMAN BOARD OF DIRECTORS
 (Printed Name and Title of Authorized Representative)

KEREN DILL, STAFF SERVICES MANAGER II
 (Printed Name and Title of Authorized Representative)

Date JUN 05 2018

Date _____

ATTEST:

KECIA HARPER-IHEM, Clerk
 By *Kecia Harper-Ihem*
 DEPUTY

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

GRANT C4129041	AMENDMENT NO	FISCAL SUPPLIER NO 0000059153		PROGRAM 2855019
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000.00	FUND TITLE HARBORS AND WATERCRAFT REVOLVING FUND		AGENCY BILLING CODE NO 053709	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	GL / APPROP REF / FUND 3790-101-0516	CHAPTER 14	STATUTE (ENY) 2017	FISCAL YEAR 2017/18
TOTAL AMOUNT ENCUMBERED TO DATE \$200,000.00	RPTG STRUCTURE 37900709	ACCOUNT 53432000	ACTIVITY 61029	PROJECT 37900OTHER
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel* 5-23-18
 SYNTHIA M. GUNZEL DATE

JUN 05 2018 13.30

**SMALL CRAFT LAUNCHING FACILITY
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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**SMALL CRAFT LAUNCHING FACILITY
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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ARTICLE 1 - DEFINITIONS

- A. "Account": An interest bearing account to be established by the Grantee for the deposit of Grant funds when grant funds are disbursed in advance (see Article 5); such account is to be designated the "Boating Grant – Lake Skinner Boat Launching Facility Development Fund" which shall reflect all receipts and expenditures of grant funds.
- B. "Budget Act": The Legislature enactment of a budget in support of on-going programs (appropriations) in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California.
- C. "CEQA": The California Environmental Quality Act.
- D. "Commission": The Boating and Waterways Commission.
- E. "Date of Acceptance": The date specified on the Project Completion Certification and which denotes the beginning of the twenty (20) year portion of the Grant term in accordance with Article 3, Subpart A of this Exhibit.
- F. "Department": The Department of Parks and Recreation, Division of Boating and Waterways.
- G. "Effective Date": The effective date of this Agreement is either the mutually agreed upon Project start date or the approval date by the Department of General Services (DGS), whichever is later. In cases when DGS approval is not required, this Agreement is of no force or effect until the date of the last signature. No work shall commence until the Effective Date.
- H. "Exhibit B": The feasibility report exhibit presents the proposed Project in "concept" form only. The actual Project layout shall be determined by the Grantee and the engineer of record (to be determined) during the design process taking actual site conditions and public safety into account. The Project must meet the scope, cost and intent of this report and shall conform to Department guidelines.
- I. "Grant": Funds provided pursuant to Harbors and Navigation Code section 72.5 to finance all or part of the Project Costs.
- J. "Grantee": The Entity identified as Grantee on the face page of the Grant Agreement.
- K. "Project": The construction, improvement or development of a recreational small craft boat launching facility as described in Exhibit B.
- L. "Project Area": The real property, and improvements thereto, identified in Exhibit B, within which the Project will be undertaken.
- M. "Project Completion Certification": A fully executed Notice of Completion, or equivalent,

which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

- N. "Project Costs": Engineering, permitting, material and construction costs that are incurred by the Grantee for the purpose of completing the Project. However, Project costs incurred:
1. Shall not include any indirect or overhead charges,
 2. For engineering, permitting and inspection shall be no greater than the combined maximum budget allocation for *Engineering, Inspection* and *Permit Costs* as identified in Exhibit B (Feasibility Report – Cost Estimate Table),
 3. For engineering, inspection, and construction management services provided by Grantee or Grantee's personnel may only be reimbursed with prior written approval of Department, and
 4. Shall not include any expenses incurred prior to the Effective Date of this Agreement.

ARTICLE 2 - GRANTEE'S WARRANTIES

- A. Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.
- B. Grantee warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
1. Access to the Project Area by a maintained public way,
 2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
 3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.
- C. Grantee warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

ARTICLE 3 - TERM OF AGREEMENT

- A. This Agreement, subject to any provision for prior termination, shall begin on the Effective Date and shall continue for twenty (20) years from the Date of Acceptance by the Grantee.
- B. This Agreement may be extended, amended or cancelled upon the written agreement of the parties.

ARTICLE 4 - BUDGET CONTINGENCY

- A. Only funds that have been appropriated by the Legislature and approved for expenditure on the Project by the Department, on or before the Effective Date of this Agreement, are authorized for disbursement through this Agreement.
- B. In the event that the Legislature or Department, for any reason, does not approve sufficient funding for this Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and provided that Grantee has not accepted any grant funds, Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to perform any provision of this Agreement; this Agreement shall be of no further force and effect.
- C. In the event that the Legislature or Department does not approve sufficient funds to complete the Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and Grantee has drawn grant funds:
 - 1. Grantee shall repay all drawn grant funds within ninety (90) days of the end of the fiscal year that such approval is denied, or
 - 2. Grantee shall complete the Project within the scheduled timeline using Grantee's own funds, or
 - 3. Department and Grantee may agree upon a reduced scope version of the Project to be completed within the scheduled timeline and all funds in excess of those previously appropriated necessary to complete the Project shall come from Grantee, or
 - 4. Department and Grantee may, within ninety (90) days of knowledge of such denial, agree that the expenditure of such funds toward the Project constitutes construction completion. The date of such agreement shall become the Date of Acceptance of the Project and Grantee shall be obligated to perform all non-construction provisions of this Agreement for twenty (20) years beyond the Date of Acceptance.

ARTICLE 5 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee in the maximum amount stated on the face page of the Grant Agreement, however:

- A. No funds shall be disbursed for work performed prior to the Effective Date of this Agreement.
- B. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project.
- C. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement.
- D. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.
- E. Grant disbursements to cover Project Costs shall be made in arrears as follows:
 - 1. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests.
 - 2. Grant disbursement requests shall be submitted in triplicate hardcopy to the Department in a form satisfactory to the Department.
 - 3. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.
 - 4. The Department shall withhold from each Grant disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all stop notices or other liens have been released.
 - 5. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- F. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

ARTICLE 6 - DESIGN AND CONSTRUCTION OF PROJECT

- A. The Grantee shall obtain from the Department advance written approval of the following:
1. All bid documents prior to advertisement including plans and specifications,
 2. All contracts prior to award,
 3. All change orders of \$5,000 or more, for any work performed under this Agreement, and
 4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more.
- B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
 2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
 3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 4. Become the property of the Grantee,
 5. Provide for all Project facilities set forth in Exhibit B, and
 6. Provide for shore side facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1.
- C. All construction contracts for the Project shall:
1. Be awarded in accordance with all applicable laws and regulations,
 2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area."
 3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,

4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement,
 5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
 6. Require the preparation of a concrete test panel as specified in Subpart F of this Article.
 7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
 2. Submission of the consultant services agreement to the Department for approval,
 3. Beginning and ending of Project design,
 4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
 5. Beginning and ending dates of Grantee advertising of Project for bids,
 6. Project bid opening date,
 7. Submission of the construction Agreement to the Department for approval,
 8. Beginning and ending dates of Project construction,
 9. Acceptance of Project by the Grantee, and
 10. Submission of a Project Completion Certification to the Department.
- E. The Grantee shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Subpart F below.

- F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a Department representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by Department. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).
- G. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated below:
 - 1. Faithful performance – one-hundred percent (100%) of the total contract bid price.
 - 2. Labor and materials – one-hundred percent (100%) of the total contract bid price.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing.

ARTICLE 7 - COMPLETION OF PROJECT

- A. The Grantee shall complete the Project no later than February 1, 2020.
- B. The Grantee shall provide the following to the Department within sixty (60) days of the Date of Acceptance:
 - 1. A Project Completion Certification (or equivalent)
 - 2. An accounting of all Grant funds
 - 3. As-built plans and specifications on CD or DVD

ARTICLE 8 - OPERATION AND MAINTENANCE OF PROJECT

- A. The Grantee shall not transfer its interest in the Project Area without the written approval of the Department.

- B. The Project and all other improvements constructed or placed in the Project Area shall be operated solely as a recreational small craft boat launching facility. Other uses of the facility such as for craft fairs, festivals, SNO-PARKS, special events, storage, transient parking, camping, etc., are not allowed without the prior written permission of the Department.
- C. The Project Area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of this Agreement except as approved by the Department. Notwithstanding Harbors and Navigation Code section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project Area which result in closure or partial closure of waterways in the Project Area to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Agreement and may result in penalties set forth in Article 9 of this Exhibit.
- D. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) shall not charge any fee or combination of fees totaling more than: \$13.00 to include but not limited to fees for: vessel launch and retrieval, parking, entry, day-use, and water-use. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the efficient operation of the recreational small craft boat launching facility and to keep the facility in good repair at all times. The total fee charged may be adjusted annually in accordance with percentage changes in the *United States Bureau of Labor Statistics Consumer Price Index (CPI)* using the *U.S. City Average, All Items, 1982-84 = 100*, as of the Effective Date of this Agreement. Any adjustment exceeding the annual percentage change in the CPI shall be made only after the Grantee obtains the written approval of the Department. Such rates and fees shall be maintained at a level comparable to those charged at State owned Boat Launching Facilities in the region.
- E. The Grantee shall maintain the Project Area and all improvements funded by this Agreement in accordance with the Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines (Guidelines), a copy of which is attached to and made a part of this Agreement. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.
1. The Grantee shall provide to the Department, within sixty (60) days of the Effective Date of this Agreement, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over

the term of this Agreement. Each objective of the Guidelines must be considered; any objectives that are not applicable to a Grantee shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Grantee's responsibility to ensure that such maintenance schedule adequately addresses Grantee's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.

2. The Grantee shall comply with the approved maintenance schedule throughout the term of this Agreement. Failure to maintain the facility according to the maintenance schedule is a breach of this Agreement and shall preclude the Grantee from receiving any future grants.
 3. Any changes to the maintenance schedule must be approved in writing by the Department.
- F. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
- G. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
- H. All Project Area facilities shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the Project shall include a nondiscrimination and compliance clause as referenced in Article 6, Subpart C of this Exhibit.
- I. All concession agreements for the operation and maintenance of the Project Area must have the written approval of the Department prior to award. The Department will approve such concession agreements only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. Any concession agreement for operation and maintenance of greater than five (5) years shall require the concessionaire to make a capital investment, acceptable to the Department, in the Project Area.
- J. All concession agreements for operation of the Project shall provide the following:
1. Fees paid to the Grantee by the concessionaire for the operation and maintenance of the Project (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the Grantee to turn over the operation and maintenance of the Project for purely profit considerations.

2. Fees paid to the concessionaire for use of the facility shall be no greater than those allowed in this Agreement.
3. The concessionaire shall operate the Project and all other improvements placed in the Project Area solely as a recreational small craft boat launching facility unless receiving written permission from the Grantee and the Department for other permanent or special event uses.
4. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
5. All Department signs shall be kept permanently in place.

ARTICLE 9 - BREACH OF AGREEMENT

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any action to correct the breach. The Grantee shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project Costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3, Subpart A).
- C. In the event the Grantee adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant on a prorated unexpired term basis for that percentage of all Project Costs funded by the Grant. The Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

ARTICLE 10 - LIABILITY AND FIRE INSURANCE

A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project.

- B. All policy or policies shall contain the following endorsement:
 The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.
- C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Article 10, Subpart A.
- D. The insurance requirements specified above in Article 10, Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.
- E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.
- F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the effective date or dates thereof.
- G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.

- H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.
- I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

ARTICLE 11 - INSTALLATION OF OTHER FACILITIES

- A. The Grantee may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit B, provided that such facilities:
 - 1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
 - 2. Are in compliance with Article 8 of this Exhibit,
 - 3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit B including the sanitary and parking facilities, and
 - 4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING

The Grantee shall cause a permanent sign to be installed within the Project Area, which shall include the Department's logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before the Project is made available to the public. The standard Department precast concrete sign shall be used unless the Grantee is required to use a different sign style or motif. An electronic drawing of the standard Department Project credit sign shall be furnished by the Department to the Grantee for inclusion in the plans and specifications. The location of the Project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.

ARTICLE 13 - DIRECTIONAL SIGNS

The Grantee shall at the direction of the Department cause permanent directional signs to be installed, which shall provide adequate directions for reaching the Project Area. The signs shall be installed on major roads in the area and in as close proximity as possible to freeway exits in conformance with the provisions of the Local Agency's Development Code and the State Department of Transportation (Cal Trans) policy. The locations and make-up of the signs, including the dimensions, materials, and lettering, require the prior approval of the Department.

ARTICLE 14 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE 15 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate specific staff representatives for the purposes of communication between parties. Grantee's representative shall be by delegation of authority, signed by the person designated by Resolution to sign the contract or any amendments, and to make decisions concerning the contract.

ARTICLE 16 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 17 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

ARTICLE 18 - ASSIGNMENT

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE 20 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE 21 - TERMINATION

- A. **Prior Termination.** This Agreement shall terminate on the date specified in Article 7, Subpart A of this Exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement, or (2) the Department has disbursed no part of the Grant funds.
- B. **Termination.** In addition to the Department's right to terminate pursuant to Exhibit C, and as otherwise provided in this Agreement, the Department may terminate this Agreement without cause upon a thirty (30) calendar days advance written notice to the Grantee.
- C. **The Grantee shall promptly return all advanced funds to the Department.**

ARTICLE 22 - SUPERSEDING GENERAL TERMS AND CONDITIONS (GTC)

- A. **The reference to the Contractor in Exhibit C is the Grantee in this Agreement.**
- B. **Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 5 of this Exhibit.**
- C. **Paragraph 5 in Exhibit C is replaced by Article 20 of this Exhibit.**

Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines

Introduction

This document presents guidelines for meeting the minimum maintenance standards for the operation and maintenance of publicly owned boat launching facilities that are funded by the California Department of Parks and Recreation, Division of Boating and Waterways (DBW).

Because DBW funds these publicly owned facilities, the State has a financial stake in their success. The attached guidelines, developed by DBW, are intended to ensure that DBW funded boat launch facilities are managed and maintained in a manner compatible with DBW's mission – *to provide safe and convenient boating access* – and that the public entity owning the facility (the "Agency") is fulfilling its responsibilities. The Agency's primary responsibility in this context is maintaining the value of the property, including both tangible site improvements and the intangible value of the boat launch facility's reputation with the boating public.

Scope

The scope of these guidelines is limited to those items that reflect the quality of the boat launch facility (BLF) and its operations. The seven categories that are addressed are: (1) regular maintenance, (2) major maintenance, (3) boat launch facility staff, (4) boat launch facility operations and administration, (5) boat launch facility regulations, (6) security, and (7) amenities.

The scope does not include financial measures and other items that would be covered separately when a Memorandum of Understanding (MOU), Operating Agreement, Concession Agreement or Lease Agreement occurred between an Agency and an operator. In addition, these guidelines are separate from, and complementary to, the conditions and expectations set forth in any contractual agreement that might exist between the Agency and an operator. These guidelines were developed under the assumption that any contractual obligations, such as financial performance, reporting, and lease payments from an operator to an Agency, would be monitored separately. However, in the event that an Agency contracts out the operation of a BLF to an operator, any agreement between the Agency and the operator must specify that the operator must apply these guidelines and operate and maintain the BLF to at least the minimum condition that would be achieved by following these guidelines.

These guidelines should be applied within the context of the existing maintenance conditions of the boat launch facility. Likewise, they should reflect long-term goals for the boat launch facility.

The three key long-term goals that apply to most publicly owned boat launch facilities are as follows:

- Maintain the boat launch facility to a standard that attracts boaters to the boat launch facility
- Meet current and long-range needs of the community and of boaters in the region
- Produce, or set aside, revenues sufficient to maintain the boat launch facility infrastructure

The following guidelines represent the minimum that shall be required of an Agency to operate and maintain a DBW funded BLF.

Guidelines

The following table documents, in categories, the minimum outcomes that must be met in a properly maintained DBW funded BLF. The Agency is responsible for preparing, and updating, a maintenance schedule describing, in detail, how each of the objective/outcomes will be addressed by the Agency during the term of the BLF contract. During the grant term, the maintenance schedule shall be updated every five years, and whenever there are changes to the property, expected or unexpected, that might normally require changes in maintenance levels (examples include, but are not limited to, new construction or other major physical and non-physical changes including storm damage, faster than anticipated erosion, or higher than expected usage). In the event that such a change will not require a change in maintenance levels an updated maintenance schedule is still required; and, the Agency must clearly document why no change in service is required.

In order to verify that Agencies are maintaining facilities as required, DBW will make periodic and random inspections of funded BLFs. After an inspection, Agencies will be provided with DBW's inspection results. In the event that facilities are not being maintained to DBW's guidelines, the Agency will be required to respond and take corrective action immediately. Agencies that do not maintain their facilities to at least these guidelines will not be considered for future DBW funding.

Category	Objectives/Outcomes
A. Regular Maintenance	Maintenance of existing and new structures and facilities is conducted on a regular basis to maintain viability of the boat launch facility. Taking into account the initial condition of the boat launch facility, the facilities, including ramps, boarding floats, restrooms, lighting, and landscaping are maintained in a safe, neat, sanitary, and orderly condition.
B. Major Maintenance	Inspections for possible major maintenance problems are conducted to prevent the need for premature replacement of facilities. The boat launch facility structures are maintained in an acceptable manner, enhancing the long-term viability of the boat launch facility and reducing risk to users, the Agency, and DBW. The facility is maintained in an insurable condition and is free of defects caused by neglect. Major maintenance of necessary items is scheduled and completed in a timely manner and minimizes degradation of the boat launch facility.
C. Staff	Boat launch facility staff, where provided, are qualified, competent, and experienced. Staff are (1) knowledgeable about boats and boating, (2) available every day including peak season holidays, (3) friendly, (4) professional in appearance, and (5) proactive in meeting the needs of customers.

Maintenance & Operation Guidelines

Category	Objectives/Outcomes
C. Staff (cont.)	Boat launch facility staff, where provided, are responsive to customers and maintain a service orientation. A mechanism to reach staff or other personnel in off-hours or emergencies is in place.
D. Operations and Administration	The Operator has a long-range plan to maintain viability of the boat launch facility that is realistic and reflective of DBW's mission. The staff management plan specifies staffing levels and availability of staff, and procedures for responses to complaints. All facilities and services are operated in accordance with hours authorized in the contract/operating agreement.
E. Regulations	The boat launch facility is in compliance with applicable federal, state, and local laws, rules, regulations, contracts, and restrictions.
F. Security	Boat launch facility security is maintained to appropriate guidelines for the region. The Boat launch facility security system is in place and operational and law enforcement incidents at the boat launch facility are at levels similar to other boat launch facilities in the region.
G. Amenities	Amenities provided are in good condition, and help draw customers to the facility.

EXHIBIT "B"

LAKE SKINNER BOAT LAUNCHING FACILITY FEASIBILITY REPORT



Approach and Launch Ramp



Parking Area and Fish Cleaning Station

Riverside County

\$200,000 Planning Grant

SUMMARY

The Boating and Waterways Commission (Commission) is being asked to provide Advice and Comment on Riverside County's (County) request for a \$200,000 planning grant from the Harbors and Watercraft Revolving Fund (HWRF) to design and permit Ramp #1 at the Lake Skinner Boat Launching Facility (BLF) at Skinner Reservoir.

The proposed planning grant would fund the design, permitting, and establishment of an engineer's cost estimate to replace two of the four launch ramp lanes with concrete v-groove lanes, repair cracks, slurry seal, and stripe the parking area, upgrade the restroom for ADA compliance, replace the two boarding float guide rails, provide an ADA path of travel to the site's components, replace the fish cleaning station, and install a project credit sign. Based on the cost estimate provided by the County, it is anticipated that they may seek grant funding of approximately \$570,600 to construct this project in Fiscal Year (FY) 2020/21. Based on this estimate, the total project cost is anticipated to be \$770,600. DBW expects revisions to the cost estimate during project design. The County, at its expense, must complete the California Environmental Quality Act (CEQA) requirements by September 30, 2018.

There are no expected problematic financial, engineering, permitting, stakeholder or public access issues associated with this project. If approved, the design and engineering are expected to be complete by March 1, 2020.

California State Parks, Division of Boating and Waterways (DBW) seeks Commission Advice and Comment on this proposed \$200,000 HWRF planning grant *with conditions* to Riverside County for the Lake Skinner Ramp #1 *described in this February 22, 2018 Feasibility Report*.

GRANT APPLICANT AND PREVIOUS COMMISSION ACTION

Grant Applicant

The grant applicant for the proposed project is Riverside County. The Metropolitan Water District of Southern California (Metro) owns the land and controls the water and its levels. The County leases the property from Metro through a management agreement which includes

responsibility for the park area and the boat launch ramps. This agreement expires in 2030. Metro and the County are currently in the process of extending the lease. As a condition of the grant, the County is required to have a new 25-year agreement in place before it can be reimbursed for eligible grant expenditures. Rocky Mountain Recreation Co. operates and maintains the marina-boat rental facility at the reservoir through a concessionaire agreement.

Commission Site Visit

Boating and Waterways Commissioner Douglas Metz completed an official visit to Lake Skinner Ramp #1 for this proposed grant on February 15, 2018.

Previous Commission Action

In FY1973/74, the Commission approved a grant of \$400,000 for construction of four lanes at BLF #1 at Lake Skinner.

In FY1979/80, the Commission approved a grant of \$100,000 for additional improvements to the BLF #1.

In FY1983/84, the Commission approved a grant of \$400,000 for construction of two lanes at BLF #2.

In FY1985/86, the Commission approved a grant of \$140,000 for additional improvements to BLF #2.

GENERAL LOCATION AND AREA

Location

Skinner Reservoir is in the southeastern portion of California in the census-designated area of Winchester. It is approximately 12 miles northeast of Temecula and 62 miles southeast of Ontario International Airport. The proposed project site is located on the reservoir's east side, in the north side of Lake Skinner Park.

From Ontario International Airport, travel east on Interstate 10 East for nearly two miles, then merge onto Interstate 215 South. Travel south for over 45 miles, exiting on eastbound Scott Road. Travel east for nearly five miles and Scott Road becomes Washington Street. In approximately four miles, Washington Street will become Borel Road. In under four miles, turn left onto Warren Road. Follow Warren Road for 2.5 miles to the proposed project site.

Area

The project is in a rural area of western Riverside County. The County's population is over 2.1 million residents, and Winchester is approximately 2,500 of the total amount. The residential areas of Winchester and the town of Murrieta are west of Lake Skinner. The surrounding areas are home to mostly agricultural businesses, such as wineries, and have also become popular bedroom communities for the Los Angeles and San Diego areas. The proposed site is surrounded by foothills on the north, south, and east sides. The closest public boat launch facilities are Diamond Valley Marina, 22 miles north, and Lake Elsinore 25 miles northwest.

Diamond Valley Marina is a larger lake with higher speed limits, and does not allow body contact with the water. It has launch lanes and a snack shack. Lake Skinner provides more family-friendly facilities, such as campgrounds, picnic and day use areas, playgrounds, a water park, a camp store, and a restaurant. Also, Lake Skinner is open seven days a week, and Diamond Valley Lake is closed on Mondays & Tuesdays.

History

The property that would become Skinner Reservoir was purchased by the Metropolitan Water District of Southern California in 1963. Construction of Skinner Clearwell Dam began in 1971, and Lake Skinner was created after the dam's completion in 1973. Riverside County began work on the Lake Skinner Recreation area in 1973, completing it in 1976. Water is supplied by the Colorado River Aqueduct and the State Water project. The reservoir stores drinking water and its filtration plant currently supplies treated water to 2.5 million people in Riverside and San Diego Counties.

Usage

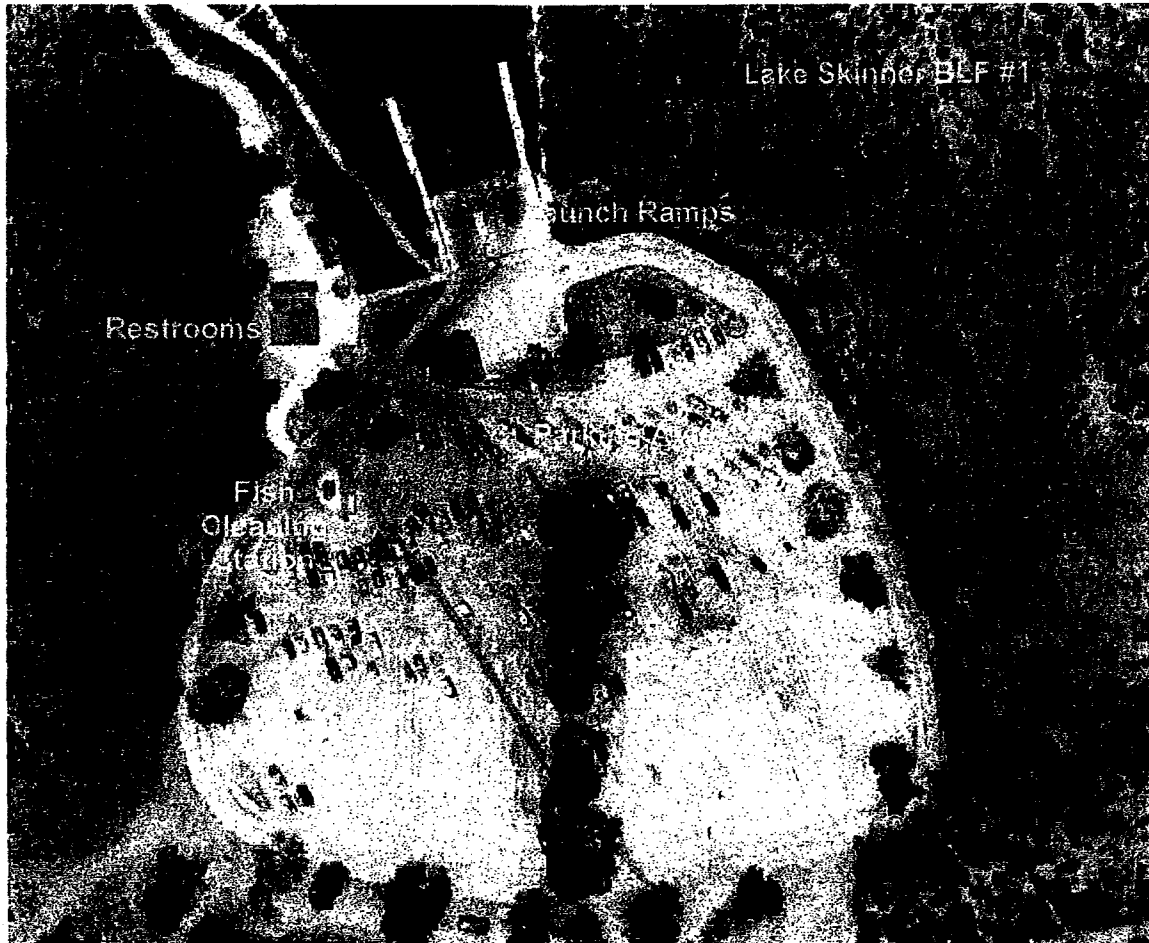
Lake Skinner is open year-round from 6 a.m. to sunset for day use, and includes 241 campsites for overnight stays. Other features include a camp store, boat rentals, laundry facilities, a water park, showers, restrooms, toilets, and an amphitheater. The reservoir is used for storing drinking water, and body contact is not allowed. A majority of the users are from Riverside County with some visitors traveling from Los Angeles, San Diego, and Orange Counties.

Vessels with gasoline engines are allowed if MTBE-free fuel is used. Four-stroke and two-stroke engines with direct fuel injection are also allowed. Currently, there are two boat launch facilities on the reservoir; Ramp #1 is for motorized boats in the northern area of the park, and Ramp #2 is in the southern portion of the park, and is used by non-motorized vessels. Ramp #1 in the northern portion of the park is the proposed project site. The annual total number of motorized launches at Ramp #1 is approximately 4,200 vessels, with an additional 1,400 annual non-motorized launches at Ramp #2.

Reservoir visitors enjoy boating, camping, fishing, hiking, biking, and equestrian trails. Fishing at Lake Skinner is the most popular boating activity. Bass, carp, and bluegill are available in the lake year-round, and it is stocked with catfish in the summer and trout in the winter. Lake Skinner boaters also launch sail boats, pontoon boats, kayaks, and canoes. Annually, the County sponsors a youth fishing clinic in partnership with the California Department of Fish and Wildlife, and also hosts many private fishing tournaments throughout the year. In May, Lake Skinner hosts Metro's Solar Boat program, and in June, it is the site of the Temecula Valley Balloon and Wine Festival.

During the Solar Boat Program in May, Ramp #1 is closed to motorized boaters Friday – Sunday, and are redirected to Ramp #2 for that weekend. Metro elevates the water level this weekend to allow motorized users to launch at Ramp #2. The Temecula Valley Balloon and Wine Festival rents the entire park from the County. It is closed to boat launches that weekend and the parking lot at Ramp #1 is used for vendor parking. There is no mandate in the agreement between the County and Metro to keep water levels high enough to accommodate boating, only to ensure their water filtration plant will be functional. The County's Park District Rangers patrol Lake Skinner Park and its facilities.

The underserved populations visit Lake Skinner, as the County offers discounts on annual launch passes, fishing pass books, annual day use passes, disabled user passes, and veteran's passes. The youth fishing clinic is also free to all participants.



©2018 Google Maps

Existing Conditions

The current conditions at Ramp #1 feature a four-lane concrete launch ramp without v-grooves, and one boarding float on each side of the ramp. The two boarding floats are currently in satisfactory condition. The curbing and rails used to deploy the boarding floats are deteriorating and in need of replacement. The concessionaire may add a third boarding float outside of the DBW improved area in the future. The parking area features 155 vehicle/trailer spaces including three accessible spaces and eight single vehicle spaces including two accessible spaces. It has large cracks and shows signs of wear. The restrooms, fish cleaning station, and the pathway to the BLF's components are not currently ADA compliant. The lake is infested with quagga mussels.

In their Ten-Year Capital Improvement Program, the County plans to improve the Park's interior roads, build a new maintenance facility, install a clubhouse/restroom/shower facility, provide an automated main entry gate, install a new entrance kiosk, upgrade the shade shelters, add a group camp restroom, and upgrade the electrical/water/sewer infrastructure.

PROJECT DESCRIPTION

Proposed DBW Scope

If approved, DBW would contribute up to \$200,000 for the development of a concept design and cost estimate to determine most cost effective access solutions. This funding will also provide engineering plans, specifications, and permitting for the future construction of the following improvements:

Boat Launch Ramp – Two of the four launch lane would be replaced as v-grooved concrete launch lanes, with the other two lanes remaining as-is.

Boarding Float Rails – The metal rails and concrete curbing used to deploy the two cable-guided boarding floats on both sides of the ramp would be replaced.

Parking Area – The asphalt parking area's cracks would be repaired and slurry sealed and striped, to provide a total of 163 parking spaces; 155 vehicle/trailer parking spaces including three ADA spaces, and eight single vehicle spaces, including two ADA single vehicle spaces.

Restrooms – The current restrooms would be upgraded to provide ADA accessibility. Due to the challenges of the site's sloping topography, there is a possibility it would be more cost effective to install a separate ADA restroom. If that is the case, it will be designed accordingly to maximize DBW funding.

Fish Cleaning Station – A new fish cleaning station would be provided in an ADA accessible location. Possibly at the existing location or at the head of the ramp.

ADA Path of Travel – An ADA path of travel between BLF components would be provided.

Additional Features – A concrete project sign would also be included.

Cost Estimate

The proposed planning grant is for up to \$200,000 to fully fund the design, permits, and establishment of an engineer's estimate of probable construction costs. Any remaining unspent funds will be used for construction expenses, if approved. The County's preliminary estimate shows the total project cost is expected to be \$770,600. See Table 1 for a breakout of estimated costs.

Project Status

A proposed project scope and project cost estimate were provided by the County with the grant application for Ramp #1 in January 2014 (see Exhibit A – Design Layout Options on page 8), and are subject to changes based on available funding and requirements of the permitting agencies.

Timeline

The County estimates that the design and permitting would be completed approximately two years from execution of the proposed planning grant agreement. It is estimated the County would seek construction funding for approximately \$540,772 in FY 2020/21.

Engineering Feasibility

There are no particularly difficult or unusual problems associated with the proposed project.

Table 1: Lake Skinner BLF Project Cost Estimate	
CONSTRUCTION SCOPE	COST ESTIMATE
Mobilization	\$ 30,000
Demolition	40,000
Boat Launch Ramp	200,000
Boarding Float Curbs & Rails	30,000
Parking Area	75,000
Restroom Upgrades	80,000
Fish Cleaning Station	40,000
Accessible Pathway	35,772
Project Credit Sign	10,000
Construction Subtotal	\$ 540,772
NON-CONSTRUCTION COSTS	
Escalation 12.5%	67,597
DBW Contingency 10%	54,077
Engineering 12%	64,893
Inspection 5%	27,039
Permits 3%	16,223
Non-Construction Subtotal	\$ 229,828
TOTAL ESTIMATED PROJECT COST	\$ 770,600
Source = DBW Engineer's Cost Estimate dated January 2014	
*Percentages are of the Construction Subtotal	
*2.5% per year for 5 years = 12.5% escalation	

Environmental Impact and Permits

The County has not yet completed CEQA for this site. CEQA must be completed by September 30, 2018 at no expense to the State. This is a recommended condition of this grant. No reimbursement will occur until CEQA is complete. The County anticipates seeking necessary project permits from the following agencies:

- Army Corps of Engineers
- Regional Water Quality Control Board

PROJECT METRICS

Annual Launches

Current: According to the County's grant application, the annual number of boat launchings at the existing facility is 4,200.

Future: The County estimates that the annual number of motorized boat launches at the new facility will be approximately 5,040, a 20% increase, after the new ramp is constructed (based on current unimproved usage).

The County estimates that the annual number of motorized boat launches at the new facility will be approximately 5,040, a 20% increase, after the new ramp is constructed.

Annual User Days

Current: Based on the California Boating Needs Assessment study published in 2002, the average for numbers of users per boat in the California Southern Interior is 4.35, however the usage at this lake is primarily with fishing and pontoon boats. As a result, staff has adjusted this

to 3.0 to establish a conservative user estimate. Therefore, the estimated annual number of user days is 12,600 (annual launches * users per boat).

Future: DBW estimates that the annual user days for this facility will increase by 20 percent, to 15,120 annual user days.

User Day Value

Current: The 2002 the Boating Needs Assessment Study estimated a base user day value. This value, adjusted for Consumer Price Index, is \$24.92 per user. The total current annual user day value for the facility is \$313,992 (user day value * annual user days).

Future: The Boating Needs Assessment Study estimated a base user day value. This value, adjusted for CPI, is \$24.92 per user. The total annual user day value for the proposed facility is approximately \$376,790 (user day value * annual user days).

Benefit-Cost Ratio

A common method in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit-Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

Benefit. The total benefits over the 20 year life of the project are estimated at \$5,350,260.

Cost. Assuming a total project cost of \$770,600 (\$200,000 Design & Permits, \$570,600 Construction and annual operation and maintenance costs), the net costs over the 20 year grant period are estimated to be \$1,793,670.

Ratio. Therefore, the estimated Benefit-Cost Ratio is 2.98.

User Fees

Riverside County currently charges a \$6 entrance fee per vehicle for day use and an additional boat launch fee of \$5 for a total of \$11. The County stated they may raise launch fees after the project is completed but will keep them below DBW's required fees. There is also an additional \$4 fee for fishing. On holidays, the County raises its entrance fee to \$20, including boat launches. The County has committed to limiting the fees on holidays to \$13 for boaters after the facility is improved.

CONCLUSION

DBW's analysis indicates that this project, as proposed, is feasible from an engineering perspective, is cost effective, and increases public access.

COMMISSION ADVICE AND COMMENT

DBW seeks Commission Advice and Comment on the proposed \$200,000 (HWRF) planning grant **with conditions** to Riverside County for improvements described in this *February 22, 2018 Feasibility Report*.

CONDITIONS

- Riverside County must complete the California Environmental Quality Act (CEQA) requirements by September 30, 2018 at no cost to the State. No reimbursement will occur until CEQA is complete.
- The County's current management agreement with Metro expires in 2030. The County is required to have a new 25-year agreement signed before it can be reimbursed for eligible grant expenditures.

Exhibit A - Design Layout Options



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**Lake Skinner BLF
Addendum to Feasibility Report**

**Grant Agreement
#C4129041**

**EXHIBIT B
ATTACHMENT 1**

This document is being supplied as an addendum to the Feasibility Report to align with the presentation made to the Boating Commission February 22, 2018 regarding the Lake Skinner BLF project.

The below is hereby added to the Lake Skinner Boat Launching Facility Feasibility Report:

Lake Skinner BLF Planning Grant Budget	
PLANNING SCOPE	COST ESTIMATE
Concept Design & Cost Estimate	\$ 30,000
Engineering 12%*	64,893
Permits 3%*	16,223
Construction	88,884
Planning Total	\$ 200,000
*Percentages are based on the Construction Subtotal	

The management agreement condition at the bottom of Page 7 is deleted and replaced with:
"The Operations & Maintenance agreement between the County and Metro must be extended through the term of the grant." No reimbursement of grant expenditures shall occur until this is in place.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract'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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors 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 awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors 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.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)


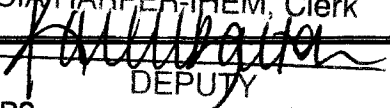
CA129041

Lake Skinner BLF

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		ATTEST: KECIA HARPER-IHEM, Clerk
<i>Printed Name and Title of Person Signing</i> CHUCK WASHINGTON CHAIRMAN, BOARD OF SUPERVISORS		By  DEPUTY
<i>Date Executed</i> 6/5/18	<i>Executed in the County of</i> Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.