

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



**ITEM: 13.1  
(ID # 12649)**

**MEETING DATE:**

Tuesday, June 16, 2020

**FROM:** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Adopt Resolution No 2020-06 Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) for The Alcoa Dike Betterment of Santa Ana River Mainstem Prado Dam Project For The Santa Ana River Trail; Authorization and Approval of Betterment & Reimbursement Agreement For Santa Ana River Trail with The Orange County Flood Control District; District 2; [\$2,192,000][Coastal Conservancy Grant Funds, 98%; District Capital Improvement Projects 2%]; Clerk to File Notice of Determination

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

1. Adopt Resolution No 2020-06 Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) For the Alcoa Dike Betterment of Santa Ana River Mainstem Prado Dam Project For The Santa Ana River Trail;
2. Approve Betterment & Reimbursement Agreement between the Riverside County Regional Park & Open-Space District and the Orange County Flood Control District;

**ACTION: Consent**

  
Kyla R. Brown, General Manager 6/1/2020

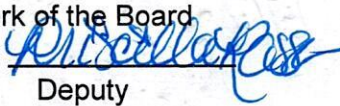
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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 16, 2020  
xc: Parks

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District;
4. Authorize the General Manager, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total amount;
5. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the District; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 50,000	\$2,142,000	\$2,192,000	\$0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Coastal Conservancy Grant Funds, 98%; District Capital Improvement Projects 2%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year:</b> 19/20 & 20/21	

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

**BACKGROUND:**

**Summary**

The development and construction of the Santa Ana River Trail (SART) relies on the coordination and cooperation of many different agencies to ensure the impacts of the project are minimized, both financially and environmentally.

Orange County Flood Control District (OCFCD) and the U.S. Army Corps of Engineers (Corps) are constructing the Santa Ana River, Prado Dam and other flood control and protection improvements, in and around the Prado Basin, commonly known as the Santa Ana River Mainstem Project ("SARP"). SARP is necessary to protect the safety, health and welfare of residents and properties in Orange County from the devastating effects of major storm events, including a 190-year storm event. OCFCD serves as the Local Sponsor, responsible for performing necessary relocations and acquisitions of property rights for SARP.

The Corps has determined the necessity to construct an earthen dike roughly 7,500 feet in length and over 34 feet high as a portion of the Alcoa Dike Feature ("Dike") to reduce flood risk and thereby protect the lives and the properties of both public and private-owned developments within Prado Basin, including roadways such as Rincon Street, Auburndale Street, and Butterfield Drive in the City of Corona, as shown in Exhibit "A" vicinity map, and Exhibit "B" location map.

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The Riverside County Regional Park & Open-Space District (RivCoParks) has identified opportunity for a Betterment and Reimbursement Agreement (Exhibit "C") with OCFCD to reduce costs and minimize environmental impacts of a second construction project and has requested certain improvements be made to the Alcoa Dike Portion of SARP to include trail improvements for the SART.

Funding for the construction of these improvements is not to exceed \$2,142,000 and will be provided to OCFCD by RivCoParks, via Coastal Conservancy grant funds designated for SART. On February 25, 2015 by M.O. 13-2D, RivCoParks contracted with Riverside County Transportation Commission ("RCTC") to provide project management services for the completion of SART through Riverside County. RCTC entered into a contract with Stantec on RivCoParks' behalf to provide design and engineering services for the Betterment trail improvements of the Dike construction for this segment of SART in the amount of \$69,494, funded through Development Impact Fees Western Trails Fund. Stantec's opinion of probable costs for the delta to include these Betterment trail improvements to the Corps and OCFCD project is estimated at \$1,785,000. A twenty percent contingency has been added and OCFCD has agreed not to exceed the contract total of \$2,142,000.

The Agreement has been approved as to form by County Counsel.

**CEQA/NEPA Consideration**

The Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583 (SCH 1997071087) (Exhibit "D") for SARP was certified by the Orange County Planning Commission on December 19, 2001, pursuant to the California Environmental Quality Act, and approved by the U.S. Army Corps of Engineers Los Angeles District on January 17, 2002, pursuant to the National Environmental Policy Act. RivCoParks has made a Notice of Determination on The Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583 and found it was prepared for this project pursuant to the provisions of CEQA and the Project will not have a significant impact on the environment.

**Impact on Citizens and Businesses**

This agreement will reduce costs and minimize environmental impacts of a second construction project for SARP and will speed up the timeline for completion of this phase of the trail.

**Additional Fiscal Information**

Construction improvements associated with this agreement will be funded entirely by State Coastal Conservancy grant funds. There is no match requirement associated with these grant funds. RivCoParks will use capital improvement project funds to pay a \$50,000 administrative deposit to OCFCD within 30-days of agreement approval. The approval and award of construction bids by OCFCD are contingent upon receipt of the grant funds.

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Pending Grant Award Amount: \$2,142,000

Source: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Prop 84)

**Attachments**

Resolution No 2020-06

Exhibit "A" vicinity map

Exhibit "B" location map

Exhibit "C" Betterment & Reimbursement Agreement #MA-080-20011377

Exhibit "D" Final Supplemental Environmental Assessment and Environmental Impact

Notice of Determination

Stantec Construction Estimate

RCTC Agreement

  
Douglas Cordonez Jr. 6/8/2020

  
Gregory V. Priamos, Director County Counsel 6/3/2020

Notice of Determination

Appendix D

To:
Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

From:
Public Agency: RivCo Regional Park District
Address: 4600 Crestmore Road
Jurupa Valley, CA 92509
Contact: Analicia Gomez
Phone: 951-500-7188

County Clerk
County of: Riverside
Address: P.O. Box 751
Riverside, CA 92502-0751

Lead Agency (if different from above):
Orange County Flood Control
Address: 601 North Ross Street
Santa Ana, CA 92701
Contact: Joe Nguyen
Phone: 714-647-3959

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 1997071087
Project Title: Alcoa Dike Project for Santa Ana River Mainstem Flood Control Project (SARMP)
Project Applicant: Orange County Flood Control and Army Corps of Engineers
Project Location (include county): Corona, CA Riverside County

Project Description:

Construction of an earthen dike roughly 7,500 feet in length and over 34 feet high as a portion of the Alcoa Dike Feature to reduce flood risk and thereby protect the lives and the properties of both public and private-owned developments within the Prado Basin, including roadways such as Rincon Street, Auburndale Street, and Butterfield Drive in the City of Corona. Opportunity to include portions of the Santa Ana River Trail within the footprint of this feature have been identified.
The potential environmental effects of the Project were fully studied in the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583 (SCH 1997071087) for the Santa Ana River Mainstem Project ("SARMP Project"). The Orange County Planning Commission on December 19, 2001 as the CEQA lead agency, certified the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583, (State Clearinghouse No. 1997071087). Pursuant to CEQA Guidelines section 15096(f) the Park District, as a responsible agency, complies with CEQA by considering the environmental effects of the Project as shown in the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583. The Park District has received and considered the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 58. The Project will not result in any new significant environmental effects not identified, nor will it substantially increase the severity of the environmental effects identified in the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583. In addition, not considerably different mitigation measures have been identified and no mitigation measures found infeasible have been identified.

This is to advise that the Riverside County Regional Park & Open Space District has approved the above
( ) Lead Agency or (X) Responsible Agency
described project on May 19, 2020 and has made the following determinations regarding the above
(date)
described project.

- 1. The project [ ] will [X] will not have a significant effect on the environment.
2. [X] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[ ] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X] were [ ] were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [ ] was not adopted for this project.
5. A statement of Overriding Considerations [ ] was [X] was not adopted for this project.
6. Findings [X] were [ ] were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

https://ceqanet.opr.ca.gov/1997071087/19

Signature (Public Agency): [Signature] Title: Senior Park Planner

Date: 5/4/2020 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

6/18/20 Date

[Signature] Initial

**AGREEMENT** Thank you.

1  
2 This agreement, hereinafter referred to as "AGREEMENT" and for purposes of identification hereby  
3 numbered MA-080-\_\_\_\_\_ and dated the 16<sup>TH</sup> day of June, 2020, ("EFFECTIVE DATE") is

4 BY and BETWEEN

ORANGE COUNTY FLOOD CONTROL DISTRICT, a  
body corporate and politic, hereinafter referred to as  
"FLOOD DISTRICT,"

5 AND

6 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-  
7 SPACE DISTRICT, a special district created pursuant to the  
California Public Resources Code Division 5, Chapter 3,  
8 Article 3, hereinafter referred to as "PARK DISTRICT,"

9 Which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

10 **RECITALS**

11 **WHEREAS**, the Water Resources Development Act of 1986, P.L. 99-662 authorized construction of certain  
12 flood control improvements on the Santa Ana River and Santiago Creek, California, which includes as a component,  
13 improvements to the Prado Dam and Basin ("PRADO DAM"); and

14 **WHEREAS**, FLOOD DISTRICT and the U.S. Army Corps of Engineers ("CORPS") entered into a Project  
15 Cooperation Agreement dated February 11, 2003 and a Second Modification to the Local Cooperation Agreement  
16 dated February 24, 2003 to construct the PRADO DAM and other flood control and protection improvements in and  
17 around the Prado Basin, commonly known as the Santa Ana River Mainstem, Prado Dam Project ("PROJECT") which  
18 established FLOOD DISTRICT as the Local Sponsor, would be responsible for performing necessary relocations and  
19 acquiring property rights needed for completion of the PROJECT; while the CORPS will be responsible for preparation  
20 of plans, specifications, and estimates, and construction administration for the PROJECT; and,

21 **WHEREAS**, the CORPS determined as part of the PROJECT to construct improvements to PRADO DAM  
22 that include construction of an earthen dike roughly 7,500 feet in length and over 35 feet high Alcoa Dike feature upon  
23 land owned in fee title by FLOOD DISTRICT or the CORPS, identified as Parcel No. E01PD-10-009 ("DIKE"), to act  
24 as a buffer for private properties situated along the southeast corner of Rincon Street and Smith Avenue in the City of  
25 Corona ("CITY"). Phase II of construction of the DIKE will connect the existing DIKE Phase I feature over and across  
26

1 Auburndale Road, Rincon Street, and Butterfield Drive, adding roughly 2,200 linear feet to the DIKE "; and

2       **WHEREAS**, PARK DISTRICT is the lead agency in the development of the Santa Ana River Trail (SART)  
3 through Riverside County and has grant funding available to develop and construct the SART; and

4       **WHEREAS**, PARK DISTRICT desires to include as part of PROJECT's Phase II construction of the DIKE, to  
5 include installation and construction of a PARK DISTRICT riding and hiking trail for non-motorized bicycle, equestrian,  
6 and pedestrian use, as shown in the attached **Exhibit A** and incorporated by this reference hereinafter referred to as  
7 "BETTERMENT" ; and

8       **WHEREAS**, PARTIES desire to enter into this AGREEMENT to delineate the PARTIES' respective roles and  
9 responsibilities for administration of funds, design, and construction of BETTERMENT, at PARK DISTRICT's cost;  
10 and

11       **WHEREAS**, it is understood by PARTIES that the preeminent use of the property serving the PROJECT and  
12 the proposed BETTERMENT is for flood control purposes; and

13       **WHEREAS**, PARK DISTRICT, at its cost, will provide the design plans for the BETTERMENT as an  
14 addendum to the CORPS' PROJECT plans and to obtain any resource agency or regulatory approvals as may be  
15 needed for implementation of the BETTERMENT; and

16       **WHEREAS**, FLOOD DISTRICT is willing to review the plans for BETTERMENT with respect to its compatibility  
17 with the DIKE and flood control purposes; and

18       **WHEREAS**, FLOOD DISTRICT, upon finding the PARK DISTRICT prepared BETTERMENT plans and  
19 specifications are compatible with the DIKE and flood control purposes, is willing to request that the CORPS: (1)  
20 review and incorporate the BETTERMENT plans and specifications as an addendum to the PROJECT's Phase II  
21 DIKE plans, and (2) administer the construction contract for BETTERMENT; and

22       **WHEREAS**, FLOOD DISTRICT is willing to facilitate and pass through funds from PARK DISTRICT to the  
23 CORPS as needed to complete the BETTERMENT with the establishment of a separate account specifically for the  
24 BETTERMENT FUND, as defined in Section 5(b) below.

1           **NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

2  
3           **1.    RECITALS**

4           The recitals set forth above are incorporated herein by this reference.

5           **2.    PURPOSE**

6           The purpose of this AGREEMENT is to establish the terms and conditions between the PARTIES for  
7           implementation of the design and construction of the BETTERMENT in coordination with the CORPS  
8           and the CORPS implementation of the PROJECT.

9           **3.    AUTHORIZED PARTY REPRESENTATIVES**

10          a.    FLOOD DISTRICT's Director of OC Public Works, or an authorized designee, hereinafter referred  
11               to as "FLOOD DISTRICT REPRESENTATIVE," shall be FLOOD DISTRICT's representative in  
12               all matters pertaining to this AGREEMENT.

13          b.    PARK DISTRICT's General Manager, or an authorized designee, hereinafter referred to as  
14               "PARK DISTRICT REPRESENTATIVE," shall be PARK DISTRICT's representative in all matters  
15               pertaining to this AGREEMENT.

16          **4.    PERIOD OF PERFORMANCE AND TERMINATION**

17          The term of this AGREEMENT shall commence upon the EFFECTIVE DATE.  Thereafter, the  
18          AGREEMENT shall remain in effect until such time the BETTERMENT has been found by the FLOOD  
19          DISTRICT REPRESENTATIVE, to be constructed in accordance with approved BETTERMENT plans.  
20          Once CORPS is contractually obligated to a contractor for construction of the BETTERMENT, or funds  
21          for construction of the BETTERMENT have been transferred to CORPS, whichever happens sooner,  
22          this AGREEMENT may not be terminated until the BETTERMENT is completed.

23          **5.    PARK DISTRICT RESPONSIBILITIES**

24          a.    PARK DISTRICT shall submit the plans and specifications for construction of the BETTERMENT  
25               portion of PROJECT to the FLOOD DISTRICT for its review and discernment as to its  
26               compatibility with the DIKE and flood control purposes.



- 1           b. Within thirty (30) calendar days of receipt of FLOOD DISTRICT's request for deposit of funds per  
2           this AGREEMENT, PARK DISTRICT shall provide to FLOOD DISTRICT an initial deposit of two  
3           million, one hundred and forty-two thousand dollars (\$2,142,000) ("BETTERMENT FUND").  
4           FLOOD DISTRICT shall manage this deposit as prescribed below in Section 6.c.
- 5           c. Within ten (10) business days of receipt of FLOOD DISTRICT's notification of the lowest bidder's  
6           bid amount for construction of the BETTERMENT, PARK DISTRICT agrees to notify FLOOD  
7           DISTRICT if it wishes to have CORPS construct the BETTERMENT according to said bid amount.  
8           Failure to provide timely notification will result in the BETTERMENT not being constructed.
- 9           d. PARK DISTRICT may at its discretion, at no cost to FLOOD DISTRICT and CORPS, furnish a  
10          resident engineer during construction of the BETTERMENT portion of PROJECT. PARK  
11          DISTRICT's resident engineer's access to the PROJECT site shall be subject to meeting all  
12          CORPS regulations as dictated by CORPS' resident engineer. PARK DISTRICT shall be entitled  
13          to consult and cooperate with CORPS' resident engineer, ensure conformance of the construction  
14          of BETTERMENT with the approved plans and specifications and provide review and approval  
15          for any change orders. However, after consultation and cooperation with PARK DISTRICT, the  
16          decision of CORPS' resident engineer regarding all matters involving the construction of  
17          BETTERMENT shall be final.
- 18          e. Subject to Section 5.c. above, PARK DISTRICT shall be responsible for payment of the full cost  
19          to construct the BETTERMENT, the bid amount and all approved change orders for the  
20          BETTERMENT portion of PROJECT. All material change orders shall be subject to review,  
21          consultation and concurrence by PARK DISTRICT REPRESENTATIVE prior to their execution  
22          and implementation, however, PARK DISTRICT's decision regarding change orders shall be  
23          subordinate to CORPS' resident engineer's decision, which shall be final. Subject to this Section  
24          and the Section above, PARK DISTRICT shall pay the costs for all approved change orders within  
25          sixty (60) days after receipt of a written request for payment from FLOOD DISTRICT provided  
26          such change order does not require approval by the Board of Directors for the PARK DISTRICT.

1           Should a change order require prior approval by the Board of Directors for the PARK DISTRICT,  
2           then the PARK DISTRICT shall pay within sixty (60) days after approval Board of Directors for  
3           the PARK DISTRICT. Documentation for change order requests pertaining to the BETTERMENT  
4           shall be provided to PARK DISTRICT. PARK DISTRICT shall pay any cost increases for the  
5           PROJECT or BETTERMENT due to time needed by PARK DISTRICT to review change orders.  
6           FLOOD DISTRICT will notify PARK DISTRICT in writing when 75% of the BETTERMENT FUND  
7           has been expended, and whenever it anticipates change orders that may affect the  
8           BETTERMENT, with the goal of providing PARK DISTRICT adequate time to choose a course of  
9           action.

10          f. PARK DISTRICT has allocated and approved funds for administrative costs incurred by the  
11          FLOOD DISTRICT. PARK DISTRICT shall pay funds to FLOOD DISTRICT, in addition and  
12          separate from BETTERMENT FUND., herein, hereinafter referred to as "ADMINISTRATION  
13          FUND" to pay for reasonable costs and expenses incurred by FLOOD DISTRICT in the  
14          performance of this AGREEMENT. Within thirty (30) calendar days of the Effective Date, PARK  
15          DISTRICT shall make an initial deposit with FLOOD DISTRICT of fifty thousand dollars (\$50,000)  
16          towards ADMINISTRATION FUND. PARK DISTRICT shall deposit additional funds to FLOOD  
17          DISTRICT for ADMINISTRATION FUND quarterly, within thirty (30) calendar days of receipt of  
18          written request for replenishment of ADMINISTRATION FUND from FLOOD DISTRICT. In the  
19          event that such amount exceeds the PARK DISTRICT approved amount, PARK DISTRICT will  
20          undertake efforts to approve additional funding; however, the PARK DISTRICT is not pre-  
21          committed to obligate and approve additional funds. FLOOD DISTRICT shall include  
22          documentation and justification with all requests for replenishment of the ADMINISTRATION  
23          FUND.

24          g. PARK DISTRICT shall obtain all necessary approvals and permits, licenses, leases and/or  
25          outgrants as may be required for the BETTERMENT and any modifications of the BETTERMENT  
26          requested by PARK DISTRICT during the PROJECT construction. PARK DISTRICT shall obtain

1 all permits at no cost to FLOOD DISTRICT, including paying all incidental processing, reporting  
2 and/or administrative charges (as well as for any amendments, re-application fees, etc.), as  
3 required by, but not limited to, the following agencies and jurisdictions:

- 4 1) Orange County Flood Control District
- 5 2) Orange County Property Permits
- 6 3) United States of America, Department of the Army
- 7 4) U.S. Army Corps of Engineers
- 8 5) City of Corona

9 **6. FLOOD DISTRICT RESPONSIBILITIES**

- 10 a. FLOOD DISTRICT shall review plans and specifications submitted by PARK DISTRICT for the  
11 BETTERMENT portion of PROJECT for compatibility with the DIKE and flood control purposes.
- 12 b. Upon the FLOOD DISTRICT REPRESENTATIVE finding the PARK DISTRICT's BETTERMENT  
13 plans and specifications compatible with the DIKE and flood control purposes, FLOOD DISTRICT  
14 will forward said plans to the CORPS and seek that the CORPS:
  - 15 (1) review and incorporate the BETTERMENT plans and specifications as an addendum to  
16 the PROJECT plans; and.
  - 17 (2) administer the construction contract for BETTERMENT subject to the terms set forth below  
18 in Section 6e.
- 19 c. FLOOD DISTRICT shall send PARK DISTRICT a written request to remit the BETTERMENT  
20 FUND initial deposit upon CORPS notification to forward funds. PARK DISTRICT will remit to  
21 FLOOD DISTRICT the BETTERMENT FUND monies within thirty (30) days of receiving said  
22 request, and FLOOD DISTRICT will directly transfer all BETTERMENT FUND amounts received  
23 from PARK DISTRICT to CORPS for the design and construction of BETTERMENT, if PARK  
24 DISTRICT elects to proceed with the BETTERMENT after bid opening, in accordance with the  
25 terms of this AGREEMENT.
- 26 d. FLOOD DISTRICT shall deposit all ADMINISTRATION FUND payments from PARK DISTRICT

1 in a non-interest bearing deposit account, and use said funds to cover its administrative costs to  
2 implement this AGREEMENT. FLOOD DISTRICT will provide quarterly and annual accounting in  
3 a manner acceptable to both FLOOD DISTRICT and PARK DISTRICT, within thirty (30) calendar  
4 days after the end of each quarter and sixty (60) calendar days after the end of each fiscal year.  
5 FLOOD DISTRICT will exercise prudence with due fiduciary care in its use of the  
6 ADMINISTRATION FUND. In the event the BETTERMENT is not constructed, FLOOD  
7 DISTRICT is still entitled to recover its administrative costs from the ADMINISTRATIVE FUND  
8 that were incurred pursuant to this AGREEMENT.

9 e. FLOOD DISTRICT shall instruct the CORPS to list the BETTERMENT as a deletable or deductive  
10 construction item in the PROJECT bid documents, which will allow removal of the BETTERMENT  
11 from the PROJECT bid documents in the event that the PARK DISTRICT elects not to proceed  
12 with the BETTERMENT. If CORPS does not list the BETTERMENT as a deletable item, this  
13 AGREEMENT may be terminated by either PARTY.

14 f. After bid opening for the PROJECT, FLOOD DISTRICT will notify PARK DISTRICT of the line  
15 item bid price for construction of the BETTERMENT  
16 and the total BETTERMENT FUND required for BETTERMENT portion of PROJECT, as set forth  
17 in that lowest responsible bid as determined by the CORPS, plus CORPS' design and  
18 administrative costs and contingencies. As set forth in Section 5 (c) PARK DISTRICT will have  
19 10 business days to inform FLOOD DISTRICT whether it elects to proceed with construction of  
20 the BETTERMENT accordingly. If the post-bid BETTERMENT fund requirement exceeds the  
21 BETTERMENT FUND remitted to FLOOD DISTRICT by PARK DISTRICT, written justification  
22 supporting such excess amount shall be provided by FLOOD DISTRICT to PARK DISTRICT prior  
23 to the award of the PROJECT contract by the CORPS to the successful bidder. After reviewing  
24 such written justification, PARK DISTRICT may approve additional funds to be paid into the  
25 BETTERMENT FUND and shall provide those additional funds to FLOOD DISTRICT within sixty  
26 (60) calendar days of its receipt of a request for payment from FLOOD DISTRICT, and after

1 approval by the Board of Directors for the PARK DISTRICT if such approval is required.

2 g. If PARK DISTRICT elects to proceed with construction of the BETTERMENT and the successful  
3 bid is such that total BETTERMENT FUND required to implement BETTERMENT is less than  
4 PARK DISTRICT's initial deposit payment, FLOOD DISTRICT shall refund the amount remaining  
5 in the BETTERMENT FUND to PARK DISTRICT within sixty (60) calendar days after the date  
6 the contract is awarded to the successful bidder, and the BETTERMENT FUND being received  
7 by the CORP.

8 h. FLOOD DISTRICT shall request that the CORPS require in the PROJECT specifications that all  
9 persons or entities hired to perform the work contemplated by this AGREEMENT to obtain, and  
10 require their subcontractors to obtain, insurance of the types and in the amounts satisfactory to  
11 both FLOOD DISTRICT and PARK DISTRICT prior to construction.

12 i. After completion of PROJECT, FLOOD DISTRICT shall provide to PARK DISTRICT a final  
13 written accounting of BETTERMENT FUND for the BETTERMENT portion of PROJECT  
14 provided by the CORPS, and reconcile the amount deposited by PARK DISTRICT and refund  
15 any amount remaining in BETTERMENT FUND as indicated by FLOOD DISTRICT's annual  
16 accounting within thirty (30) calendar days of the date of the completion of final accounting. In  
17 the case where this AGREEMENT has been terminated without initiation of the BETTERMENT  
18 construction, FLOOD DISTRICT shall provide to PARK DISTRICT a final written accounting of  
19 BETTERMENT FUND and refund any amount remaining in BETTERMENT FUND as indicated  
20 by FLOOD DISTRICT's annual accounting within thirty (30) calendar days of the date of the  
21 completion of final accounting.

22 After completion of PROJECT, FLOOD DISTRICT shall provide to PARK DISTRICT a final written accounting of  
23 ADMINISTRATION FUND and refund any amount remaining in ADMINISTRATION FUND as indicated by FLOOD  
24 DISTRICT's annual accounting within thirty (30) calendar days of the date of the completion of final accounting. In the  
25 case where this AGREEMENT has been terminated without initiation of the BETTERMENT construction, FLOOD  
26 DISTRICT shall provide to PARK DISTRICT a final written accounting of ADMINISTRATION FUND and refund any

1 amount remaining in ADMINISTRATION FUND as indicated by FLOOD DISTRICT's annual accounting within thirty  
2 (30) calendar days of the date of the completion of final accounting.

3 **7. NOTICES**

- 4 a. Notices or other communications which may be required or provided under the terms of this  
5 AGREEMENT shall be given as follows:

6  
7 FLOOD DISTRICT: Director,  
8 OC Public Works  
9 County of Orange  
10 P. O. Box 4048  
11 Santa Ana, CA 92702-4048  
12 Facsimile No. (714) 967-0876

13  
14 PARK DISTRICT: General Manager  
15 Riverside County Regional Park and Open-Space District  
16 4600 Crestmore Road  
17 Jurupa Valley, CA 92509-6858  
18 Facsimile No. (951) 955-4305

- 19 b. All notices shall be in writing and deemed effective when delivered in person or on the second  
20 business day after deposit in the United States mail, first-class, postage prepaid and addressed  
21 as above. Notwithstanding the above, the PARTIES may also provide notices by facsimile  
22 transmission, and any such notice so given shall be deemed to have been given upon receipt  
23 during normal business hours or in the event of receipt after business hours, the following  
24 business day. Any notices, correspondence, reports and/or statements authorized or required by  
25 this AGREEMENT, addressed in any other fashion shall be deemed not given.
- 26 c. Either PARTY hereto may change its address to which notices are to be sent by giving written  
notice of such change to the other PARTY.

27 **8. INDEMNIFICATION**

- 28 a. Indemnification by PARK DISTRICT

29 PARK DISTRICT hereby agrees to indemnify, defend (with counsel approved in writing by PARK  
30 DISTRICT), and hold harmless FLOOD DISTRICT, County of Orange ("COUNTY") and the

1 elected or appointed officers, employees, agents and authorized representatives of FLOOD  
2 DISTRICT and/or COUNTY ("FLOOD DISTRICT/COUNTY INDEMNITEES") from any and all  
3 losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and  
4 court costs), incurred by or made against FLOOD DISTRICT, COUNTY, or any FLOOD  
5 DISTRICT/COUNTY INDEMNITEES arising out of or resulting from (i) any breach of this  
6 AGREEMENT by PARK DISTRICT, and/or any claims related to or arising out of this  
7 AGREEMENT including but not limited to the PSE, the design and specifications of  
8 BETTERMENT and compliance with CEQA and/or NEPA, or (ii) the willful misconduct or  
9 negligent acts or omissions of PARK DISTRICT and/or PARK DISTRICT INDEMNITEES (as  
10 defined below) in connection with the performance of this AGREEMENT, provided, however, that  
11 the indemnification provided by this subsection shall not operate to relieve FLOOD DISTRICT or  
12 COUNTY from any loss, injury, liability, damages, claims, costs or expenses to the extent  
13 determined by a court of competent jurisdiction to have been proximately caused by the willful  
14 misconduct or negligent acts or omissions of FLOOD DISTRICT, COUNTY, or the FLOOD  
15 DISTRICT/COUNTY INDEMNITEES, or the contractors, agents, employees, representatives,  
16 invitees, licensees or guests of any of them. Approval by FLOOD DISTRICT of PARK  
17 DISTRICT's PSE or construction plans for BETTERMENT improvements shall not relieve PARK  
18 DISTRICT of any obligation described in this Section. As used in this subsection and Section  
19 8(b), below, the term "PARK DISTRICT INDEMNITEES" shall include any of the elected or  
20 appointed officers, employees, agents or official representatives of the PARK DISTRICT.

21 b. Indemnification by FLOOD DISTRICT

22 FLOOD DISTRICT hereby agrees to indemnify, defend (with counsel approved in writing by  
23 PARK DISTRICT) and hold harmless PARK DISTRICT and PARK DISTRICT INDEMNITEES  
24 and the County of Riverside, or their elected or appointed officials, employees, agents and  
25 authorized representatives from any and all losses, injuries, liability, damages, claims, costs and  
26 expenses (including attorneys' fees and court costs), incurred by or made against PARK

1 DISTRICT, any PARK DISTRICT INDEMNITEE, or the County of Riverside arising out of or  
2 resulting from (i) any breach of this AGREEMENT by the FLOOD DISTRICT, (ii) the willful  
3 misconduct or negligent acts or omissions of the FLOOD DISTRICT or its elected or appointed  
4 officials, officers, employees, agents, contractors and authorized representatives in connection  
5 with the performance of this AGREEMENT, and (iii) FLOOD DISTRICT's obligations under the  
6 terms of this Agreement and applicable agreements with the United States of America, or any  
7 other instruments provided for in this AGREEMENT; provided, however, that the indemnification  
8 provided by this subsection shall not operate to relieve PARK DISTRICT from any loss, injury,  
9 liability, damages, claims or expenses to the extent determined by a court of competent  
10 jurisdiction to have been proximately caused by the willful misconduct or negligent acts or  
11 omissions of PARK DISTRICT, PARK DISTRICT INDEMNITEES or the guests or licensees of  
12 any of them. PARK DISTRICT acknowledges that FLOOD DISTRICT's indemnity obligations do  
13 not include any loss, injury, liability, damages, claims or expenses arising out of any risks  
14 assumed by PARK DISTRICT.

15 **9. HAZARDOUS OR TOXIC MATERIALS**

16 PARK DISTRICT shall not store or allow toxic or hazardous materials in areas that may affect  
17 PROJECT, including BETTERMENT. If PARK DISTRICT breaches the obligations stated herein, or  
18 if contamination by toxic or hazardous materials otherwise occurs for which PARK DISTRICT is legally  
19 liable to DISTRICT for damage resulting therefrom, then PARK DISTRICT shall indemnify, defend  
20 with counsel approved in writing by FLOOD DISTRICT, and hold FLOOD DISTRICT and COUNTY  
21 harmless from any and all claims, attorneys fees, consultant fees and expert witness fees that arise  
22 during or after the term of this AGREEMENT as a result of such contamination. The indemnification  
23 obligations imposed upon the Park District herein this Agreement shall only survive until such time  
24 the statute of limitations period have run on such claims. This indemnification includes without  
25 limitation costs and penalties paid, if any, incurred by FLOOD DISTRICT or COUNTY in connection  
26 with any investigation of site conditions or any cleanup, remedial, removal, or restoration work



1 required by any federal, state or local governmental entity because of toxic or hazardous materials  
2 being present in the soil or ground water and the presence of such materials in the soil or ground  
3 water is determined to be proximately caused by the negligent acts or omissions of PARK DISTRICT,  
4 its indemnitees, licensees or guests. PARK DISTRICT shall promptly take all actions at its sole cost  
5 and expense as are necessary to clean, remove and restore the PROJECT to its condition prior to  
6 the introduction of such toxic or hazardous materials by PARK DISTRICT provided PARK DISTRICT  
7 shall first have obtained FLOOD DISTRICT's approval and the approval of any necessary  
8 governmental entities.

9 **10. INDEPENDENT CONTRACTOR STATUS**

10 This AGREEMENT is by and between FLOOD DISTRICT and PARK DISTRICT and is not intended  
11 and shall not be construed so as to create the relationship of agent, servant, employee, partnership,  
12 joint venture or association, as between FLOOD DISTRICT and PARK DISTRICT.

13 **11. SUCCESSORS**

14 This AGREEMENT shall be binding on the successors of the PARTIES hereto and shall not be  
15 succeeded by any PARTY without the prior written consent of the other PARTY. The consent of such  
16 other PARTY shall not be withheld unreasonably but, prior to approving any such succession involving  
17 the performance of any obligations pursuant to this AGREEMENT, the other PARTY shall be satisfied  
18 by competent evidence that the successor is technically qualified and financially able to perform those  
19 services to be succeeded. Failure to obtain the other PARTY's required prior written approval of any  
20 proposed succession will render such succession void.

21 **12. WAIVER OF RIGHTS**

22 The failure of FLOOD DISTRICT or PARK DISTRICT to insist upon strict performance of any of the  
23 terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or  
24 remedy that FLOOD DISTRICT or PARK DISTRICT may have, and shall not be deemed a waiver of  
25 the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT  
26 thereafter, nor shall such failure constitute a waiver of any remedy for the subsequent breach or

1 default of any term, covenant or condition of this AGREEMENT.

2 **13. APPLICABLE LAW**

3 This AGREEMENT has been negotiated and executed in the State of California and shall be governed  
4 by and construed in accordance with the laws of the State of California. In the event of any legal  
5 action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of  
6 competent jurisdiction located in Riverside, California and the PARTIES hereto agree to and do  
7 hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.  
8 Furthermore, the PARTIES have specifically agreed, as part of the consideration given and received  
9 for entering into this AGREEMENT, to waive any and all rights to request that an action be transferred  
10 for trial to another county under Code of Civil Procedure Section 394.

11 **14. SEVERABILITY**

12 If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable  
13 by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the  
14 fullest extent reasonably possible.

15 **15. ATTORNEY FEES/COSTS**

16 Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each  
17 PARTY shall bear its own litigation and collection expenses, witness fees, court costs and attorney's  
18 fees.

19 **16. WAIVER AND INTERPRETATION**

20 Titles or captions contained herein are inserted as a matter of convenience and for reference, and in  
21 no way define, limit, extend or describe the scope of this AGREEMENT or any provisions hereof. No  
22 provision in this AGREEMENT is to be interpreted for or against a PARTY because that PARTY or its  
23 legal representative drafted such provision.

24 **17. AUTHORITY**

25 The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly  
26 authorized and executed and constitutes the legally binding obligation of their respective

1 organizations or entities, enforceable in accordance with its terms.

2 **18. AMENDMENTS**

3 It is mutually understood and agreed by PARTIES that no addition to, alteration of, or variation of the  
4 terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall  
5 be valid unless made in writing and signed and approved by both PARTIES.

6 **19. ENTIRE AGREEMENT**

7 This document sets forth the entire AGREEMENT between the FLOOD DISTRICT and PARK  
8 DISTRICT and may be modified only by a written amendment between the PARTIES hereto, in  
9 accordance with Section 18 (AMENDMENTS), above.

10 **20. EXECUTION IN COUNTERPARTS**

11 This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed  
12 to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution  
13 of this AGREEMENT, the PARTIES may execute and exchange by telephone facsimile counterparts  
14 of the signature pages.

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1 **IN WITNESS WHEREOF**, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives  
2 as of the date set forth below.

3 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-  
4 SPACE DISTRICT**, a special district created pursuant to  
5 the California Public Resources Code Division 5, Chapter  
6 3, Article 3

7 **JUN 16 2020**

8 Date: \_\_\_\_\_

9 By:   
10 Chairman, Board of Directors

11 **ATTEST**  
12 **KECIA HARPER**  
13 **CLERK OF THE BOARD** for the Board of Directors  
14 for the Riverside County Regional Park &  
15 Open-Space District

16 **APPROVED AS TO FORM**  
17 **GREGORY P. PRIAMOS**  
18 **COUNTY COUNSEL**

19 By:   
20 Deputy

21 By:   
22 Cynthia M. Gunzel  
23 Chief Deputy County Counsel Date 7-2-2020

24 **ORANGE COUNTY FLOOD CONTROL DISTRICT**,  
25 a body corporate and politic in the State  
26 of California

Date: \_\_\_\_\_

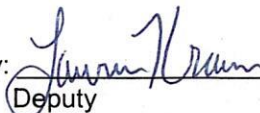
By: \_\_\_\_\_  
Chairwoman, Board of Supervisors

**SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE CHAIR  
OF THE BOARD**

**APPROVED AS TO FORM  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA**

**ATTEST**

By: \_\_\_\_\_  
**ROBIN STIELER**  
Clerk of the Board of Supervisors of  
the Orange County Flood Control District,  
Orange County, California

By:  4-14-2020  
Deputy Date

1 **IN WITNESS WHEREOF**, each PARTY hereto has executed this AGREEMENT by its duly authorized representatives  
2 as of the date set forth below.

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-  
SPACE DISTRICT**, a special district created pursuant to  
the California Public Resources Code Division 5, Chapter  
3, Article 3

JUN 16 2020

6 Date: \_\_\_\_\_

By:   
Chairman, Board of Directors

7 **ATTEST**  
8 **KECIA HARPER**  
9 **CLERK OF THE BOARD** for the Board of Directors  
for the Riverside County Regional Park &  
Open-Space District

**APPROVED AS TO FORM**  
**GREGORY P. PRIAMOS**  
**COUNTY COUNSEL**

10 By:   
11 Deputy

By:   
12 Cynthia M. Gunzel  
13 Chief Deputy County Counsel Date 4-2-2020

**ORANGE COUNTY FLOOD CONTROL DISTRICT**,  
a body corporate and politic in the State  
of California

16 Date: \_\_\_\_\_

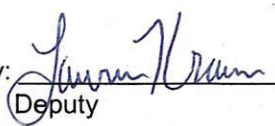
By: \_\_\_\_\_  
Chairwoman, Board of Supervisors

18 **SIGNED AND CERTIFIED THAT A**  
19 **COPY OF THIS DOCUMENT HAS**  
20 **BEEN DELIVERED TO THE CHAIR**  
21 **OF THE BOARD**

**APPROVED AS TO FORM**  
**COUNTY COUNSEL**  
**ORANGE COUNTY, CALIFORNIA**

**ATTEST**

22 By: \_\_\_\_\_  
23 **ROBIN STIELER**  
24 **Clerk of the Board of Supervisors of**  
the Orange County Flood Control District,  
Orange County, California

By:  4-14-2020  
Deputy Date

Environmental Policy Act (NEPA), and is sometimes referred to herein as "Lead Agency".

**WHEREAS**, more work needs to be done to complete the Riverside County portion of the Trail and each of the Parties possess resources they wish to utilize towards construction of the Trail.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

This MOU is intended to supersede a previous agreement between the City of Corona, City of Norco and the District whereby the parties agreed to work cooperatively to complete the Santa Ana River Trail. The agreement, signed in 2008, directed the cities of Corona and Norco to assist in constructing the Trail with financing provided by the District. The District's participation in the MOU was terminated by written notice per terms set forth in the original agreement regarding termination. Effective date of that termination is March 10, 2015.

**I. Roles and Responsibilities of the Parties**

**A. RCTC.** Subject to the availability of sufficient funding from the District, RCTC agrees to assume the responsibilities and perform the functions set forth below:

1. Serve as the District's overall project manager for the completion of the Trail located within Riverside County (and possibly neighboring counties if necessary and as dictated by additional agreements), and as a "Responsible Agency" for purposes of CEQA and NEPA compliance; and
2. Subject to reimbursement by the District, function as the administering agent assisting the Lead Agency on procuring, contracting for and managing all future consultant contracts related to the completion of the Trail in Riverside County including, but not limited to, the contract for construction management services but excluding design and environmental services); and
3. Function as the administering agent assisting the District on managing the District's existing design and environmental services contracts, provided that the District will pay the consultants providing these services directly subject to the terms of the District's contracts with such consultants; and
4. Function as administering agent on construction contracts related to the completion of the Trail within Riverside County, which may include procuring, entering into and management such contract(s), subject to reimbursement by the District; and
5. Function as the agency responsible for administering the "Project Team" comprised of representatives of both Parties and actively participate in meetings; and
6. Prepare the procurement documents for the construction services related to Trail completion, and provide a final review of the plans, specifications and estimates included therewith. Provide the District with an opportunity to review and comment on

the procurement documents, including the plans, specifications and estimates; and

7. Provide copies of consultant or contractor agreements executed by RCTC pursuant to this MOU and related to the Trail to the District; and

8. Assist the Lead Agency in working with the U.S. Army Corps of Engineers ("Army Corps") and other permitting agencies to execute agreements and permits as necessary to allow the Parties to build, and ultimately operate the Trail on federal lands in the Prado Basin; and

9. Assist the Lead Agency in the review and processing of the final environment documents (CEQA and NEPA) prepared for the Trail project pursuant to the requirements of the California and Federal law. If determined necessary by the Parties, RCTC will assist the Lead Agency with obtaining final certification of CEQA compliance and certification by the RCTC's Board of Commissioners and the Riverside County Board of Supervisors, as "Responsible Agencies"; and-

10. Assume a lead role in reviewing the work products produced by consultants especially engineering plans, construction documents, and other technical materials; and

11. Co-sponsor or actively support grant applications submitted by the District for the completion of the Trail in Riverside County; and

12. Deposit any money received from District into a separate account used exclusively for Trail related costs and services ("Account") in accordance with Exhibit "A"; and

13. Use money from the Account to pay all invoices received for all consultant and contract services including, but not limited to, construction contracts (but excluding existing District design consultant and environmental consultant services contracts which shall be paid for directly by the District) administered by RCTC for work directly related to the completion of the Trail in Riverside County, and for RCTC staff salaries and benefits and other direct costs and related expenditures including, but not limited to, RCTC consultants under existing RCTC contracts whose services are utilized for the Trail project, all in accordance with the Reimbursement and Payment Procedures, Exhibit "A", attached hereto and incorporated herein by this reference; and

14. Forward any invoices RCTC receives from existing District design and environmental services immediately upon receipt to the District and provide review and approval for payment comments, if requested by the District, within thirty (30) days of receipt of invoices for existing District design and environmental services.

**B. District.** The District agrees to assume the responsibilities and perform the functions set forth below:

1. The District will remain the Lead Agency for the Trail project for the purposes of CEQA and NEPA Compliance; and

2. Assume the lead role in securing funding for Trail completion by seeking grants and securing local funding when available. The District will act as the sponsor for

public and private grant applications related to the completion of the Trail in Riverside County; and

3. If requested, provide timely review and comment within twenty (20) working days on any of the consultant work products for which RCTC is the administering agent pursuant to the terms of this MOU; and

4. Provide funding to RCTC in accordance with Exhibit "A" to be utilized for the purposes set forth under this MOU; and

5. Actively participate with RCTC and support RCTC in its work with the Army Corps and other regulatory agencies to establish the Trail on federal lands in the Prado Basin, and enter into agreements and execute necessary permits with the Army Corps and other permitting agencies deemed necessary by the District for the Trail project; and

6. As an in-kind contribution to the Trail project, the District will supply personnel resources necessary to fulfill its obligations herein without charge to RCTC.

7. Be the Party responsible for maintenance of the Trail, once constructed.

8. Timely pay invoices for the District's existing design and environmental services contracts, which contracts shall be paid for directly by the District.

**II. Term.** This MOU shall become effective on the date it is executed by all of the Parties. This MOU will remain in effect for a period of ten (10) years thereafter or upon completion of the Trail Project, whichever is sooner, unless extended pursuant to Section III or terminated pursuant to Section IX herein.

**III. Extension of Term.** This MOU may be extended at any time with the written consent of both Parties. All extensions will be effectuated through written amendments to this MOU which must be approved by the governing bodies of the Parties.

**IV. Administration.** The Executive Director of RCTC or his/her designee shall administer this MOU on behalf of RCTC. The District General Manager or his/her designee shall administer this MOU on behalf of the District.

**V. Assignment and Subcontracting.** The Parties may not assign or subcontract any portion of this MOU without the prior written approval of all Parties. Any assignment or subcontract made without prior written consent shall be null and void. Contracts entered into with consultants or contractors procured in accordance with the terms of this MOU shall not violate this provision.

**VI. Amendments to MOU.** This MOU may be amended at any time with the written concurrence of both Parties.

**VII. Financial Records.** The Parties shall maintain complete and accurate financial records with respect to all consultant and contractor services funded in whole or in part under this MOU for a period of five (5) years after the date on which the consultant or contractor services are complete and accepted or terminated. All records shall be prepared in accordance with generally accepted accounting principles.



**VIII. Inspection of Records.** During normal business hours and with prior written notice, RCTC shall permit representatives of the District, Riverside County, as well as any appropriate state or federal representatives to examine, audit, and make copies of records and documents relating to consultant and contractor services funded under this MOU for a period of three (3) years after the date on which the consultant or contractor services are complete and accepted or terminated.

**IX. Termination.** Either party may terminate its participation in this MOU by providing thirty (30) days prior written notice to the other Party. The MOU may be terminated if the governing bodies of both Parties agree to do so in writing. In that event, the MOU will be terminated thirty (30) days following the written notice of termination.

In the event of MOU termination, or the receipt of a written notice by RCTC to terminate its participation in this MOU, the District will assume all responsibilities vested in RCTC. RCTC will promptly assign its interest in all contracts related to the completion of the Trail project to the District, which will assume all of RCTC's obligations thereunder. RCTC shall not incur any additional costs after such time a notice of termination has been sent by the District. District shall be obligated to reimburse RCTC for costs incurred pursuant to the terms of this MOU prior to the date of termination.

**X. Provision of Funding by the District.** The Parties acknowledge that the completion of the Trail in Riverside County will be a lengthy and complex project whose ultimate cost is presently estimated. Costs will be further estimated and provided once detailed engineering plans are completed and independent cost estimates are prepared. The Parties acknowledge that the Trail construction shall be divided into construction phases and is the intention of the Parties that the construction contracts will be let in one or more phases as agreed upon by the Parties. The Parties agree that no contracts for Trail construction, or any phase thereof, will be let by RCTC until full funding for the agreed upon construction phase(s) has/have been secured from the District or other sources.

**XI. Insurance.** The Parties shall require the following:

RCTC shall cause all contractors, excluding design consultant contract, to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability Insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. RCTC shall require endorsements to each policy which name the District and Riverside County, their officers, officials, agents and employees as additionally insured. RCTC shall also require all consultants/contactors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

District shall cause the design consultant contractor to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars

(\$1,000,000.00) minimum. District shall require endorsements to each policy which name RCTC and its officers, officials, agents and employees as additionally insured. District shall also require all consultants/contactors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

**XII. Indemnification.**

The Parties are public agencies as defined by applicable law. To the extent that liability may be imposed on the Parties by the provisions of Government Code Section 895.2, as between the Parties, each Party shall be liable for its own acts or omissions, including for all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by the relevant Party or its employees or representatives in the performance or omission of any act or responsibility of the relevant Party under this MOU. In the event that a claim is made against the Parties it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise.

**XIII. Notices.** All notices required under this MOU shall be sent by regular mail, postage prepaid and addressed as follows:

**If to the DISTRICT:**

General Manager  
Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Jurupa Valley, California 92509-6858

**If to RCTC:**

Executive Director  
Riverside County Transportation Commission  
County Administrative Center, Third Floor  
4080 Lemon Street  
Riverside, California 92501

**XIV. Third Party Beneficiaries.** Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in, third-parties not parties to this MOU, or affect the legal liability of the Parties to this MOU by imposing any standard of care respecting the design, construction or maintenance of the Trail different from the standard of care imposed by law.

**XV. Recitals.** The Parties understand, acknowledge and agree that the Recitals are true and correct, and are hereby incorporated into this MOU.

**XVI. Counterparts.** This Agreement may be executed in one or more counterparts. When a counterpart shall have been signed by each Party hereto, each shall be deemed an original, and all of which constitute one and the same instrument.

**XVII. Limitation of District Funding Obligation.** In the event that insufficient or no funding is appropriated in support of this MOU, then the District may terminate this MOU and the Parties shall no longer be obligated to perform under this MOU, provided that the District shall be obligated to reimburse RCTC for costs incurred pursuant to the terms of this MOU prior to the date of termination. RCTC shall not incur any additional costs after such time a notice of termination has been sent by the District.

**XVIII. Funding.** Notwithstanding anything to the contrary, in the event the District experiences reductions in Proposition 84 or Development Impact Fee funding in relation to the Trail project, the District's allocation to RCTC for this Trail project shall decrease in proportion to the decrease the District receives in such funding. If such a decrease is issued, the Parties will be required to reevaluate the Trail project and recommend a scope reduction to accommodate the funding available, provided that the District shall be obligated to reimburse RCTC for all costs incurred pursuant to the terms of this MOU prior to notification by the District of any reductions in funding.

**XIX. No Maintenance Obligations.** Nothing in this MOU shall make RCTC responsible for any future maintenance of the Trail in Riverside County, if and when constructed. Any such maintenance obligations shall remain with the District.

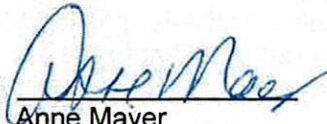
[Signature provisions on following page]

**SIGNATURE PAGE  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE PLANNING AND DEVELOPMENT  
OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

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

By:   
Anne Mayer  
Executive Director

Date: \_\_\_\_\_

Date: 3/25/15

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Synthia M. Gunzel  
Deputy County Counsel

  
By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside  
County Transportation  
Commission

**SIGNATURE PAGE  
TO  
MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE PLANNING AND DEVELOPMENT  
OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

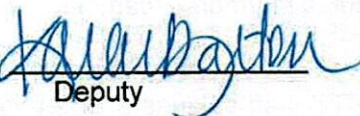
By:   
Chairman, Board of Directors  
**KEVIN JEFFRIES**

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

Date: MAR 10 2015

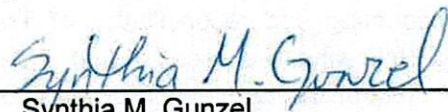
Date: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

By:   
Synthia M. Gunzel  
Deputy County Counsel

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside  
County Transportation  
Commission

**EXHIBIT "A"**

**REIMBURSEMENT AND PAYMENT PROCEDURES FOR THE  
MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE PLANNING  
AND DEVELOPMENT OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY**

The parties agree to the following reimbursement and payment procedures as follows:

For all contracts entered into by RCTC for the Trail Project under this MOU (excluding existing District design consultant and environmental consultant services contracts):

**A. RCTC Agrees:**

1. To pay within the time period required in each contract or forty-five (45) calendar days of receipt all monthly invoices, whichever is sooner, for contracted services rendered for the Trail Project from the Account.
2. To prepare and submit to the District, within a fifteen (15) calendar day period after the close end of each month, a reimbursement claim for contracted services incurred during the month, along with original invoices for contracted services rendered and paid from the Account for the Trail Project to maintain a positive balance on the Account. All claims submitted to the District for reimbursement are to be addressed to the attention of the Grants & Contracts Analyst at 4600 Crestmore Road, Jurupa Valley, CA 92509.
3. To use funds in the Account to reimburse RCTC staff salaries and benefits, and other direct costs and related expenditures including, but not limited to, RCTC consultants under existing RCTC contracts whose services are directly expended on the Trail Project and to prepare and submit a monthly report to the District providing amounts paid to RCTC from the Account for reimbursement/payment of RCTC's staff salaries and benefits, and other direct costs and related expenditures, as described above, for each calendar month.
4. To furnish to the District a final accounting and reconciliation of Trail project expenses within ninety (90) calendar days following the recording of the Notice of Completion for the Santa Ana River Trail Project or the termination of the MOU, on the forms provided in a format reasonably agreed upon by the Parties and containing such detail that at minimum will satisfy the reporting requirements of any of the funding sources and is reasonably agreed upon by the Parties. The Parties will meet soon after approval of the MOU by the Parties to initiate development of said forms.
5. To receive and deposit a Five Hundred Thousand Even Dollars (\$500,000) advance from the District in an interest bearing account to be used for payments to contractors on the Trail Project, and for RCTC staff salaries and benefits, and other direct costs and related expenditures, as described above. Once the first payment is made to a contractor, to reimburse RCTC for staff salaries and benefits, or to reimburse

RCTC for other direct costs or related expenditures, RCTC shall request reimbursements as provided herein so that a positive balance is consistently maintained in the Account. RCTC shall pay out the Account balance on final Trail project costs in place of requesting reimbursement from District when the outstanding costs do not exceed the balance in the Account. Once the Trail project is complete or the MOU has been terminated by the Parties pursuant to the terms of the MOU, RCTC shall refund any unexpended funds to the District within ninety (90) days thereof.

**B. District Agrees:**

1. To provide a Five Hundred Thousand Even Dollars (\$500,000) advance for payments made by RCTC for the Trail project under this MOU.
2. To reimburse on a monthly basis through the completion of the Trail project or for the duration of the MOU, all expenditures for RCTC staff salaries and benefits, and other direct costs and related expenditures, as described above, and contracted services rendered for the Trail project and paid by RCTC within forty-five (45) calendar days of receipt to keep a positive balance on the Account.



SCOTT BANGLE Parks Director/General Manager  
KYLA BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
BRANDE HUNE Chief - Business Operations

## Riverside County Regional Park and Open-Space District

December 5, 2014

Mr. Mark Wills  
Parks and Community Services Manager  
City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Dear Mr. Wills:

*MARK*

On August 20, 2008, the County of Riverside Regional Park and Open-Space District (District), the City of Corona (Corona) and the City of Norco (Norco) entered in to a Memorandum of Understanding (MOU) to plan and develop the Santa Ana River Trail. Since that time, much has been accomplished and we are very close to realizing the vision of a crest to coast connection.

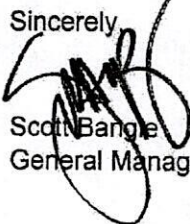
As you are aware, we have been in discussions to determine the most expedient manner in which to initiate construction while maintaining our important partnerships to program and manage the trail, once complete. To facilitate the construction phase, we are currently working with additional partners which will require termination of our existing MOU.

Therefore, this letter serves as our written thirty (30) day notice, as provided for in Section IX of that certain MOU for Cooperative Planning and Development of the Santa Ana Trail between the District, Corona and Norco, that the District desires to terminate the District's participation in the MOU.

Please provide a response as to whether you desire to terminate the entire MOU at this time or whether the City of Corona desires to continue participation with the City of Norco in the MOU. If we do not receive a response within ten (10) days of the date of this notice, the District intends to move forward in formally terminating its participation in this MOU with its Board of Directors.

Thank you for your continued support as we enter a new phase of development. If you have any questions or concerns you wish to discuss further, please contact me directly at (951)955-4398.

Sincerely,

  
Scott Bangle  
General Manager





SCOTT BANGLE Parks Director/General Manager  
KYLA BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
BRANDE HUNE Chief - Business Operations

## Riverside County Regional Park and Open-Space District

December 5, 2014

Mr. Brian Petree, Director  
City of Norco Parks, Recreation and Community Services  
2870 Clark Street  
Norco, CA 92860

Dear Mr. ~~Petree~~: **BRIAN**

On August 20, 2008, the County of Riverside Regional Park and Open-Space District (District), the City of Corona (Corona) and the City of Norco (Norco) entered in to a Memorandum of Understanding (MOU) to plan and develop the Santa Ana River Trail. Since that time, much has been accomplished and we are very close to realizing the vision of a crest to coast connection.

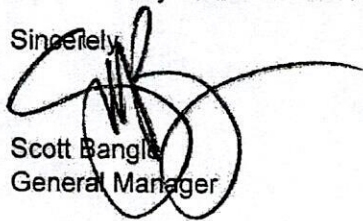
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Sincerely,

  
Scott Bangle  
General Manager



SCOTT BANGLE Parks Director/General Manager  
KYLA BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
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## Riverside County Regional Park and Open-Space District

December 5, 2014

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2870 Clark Street  
Norco, CA 92860

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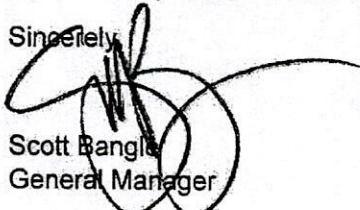
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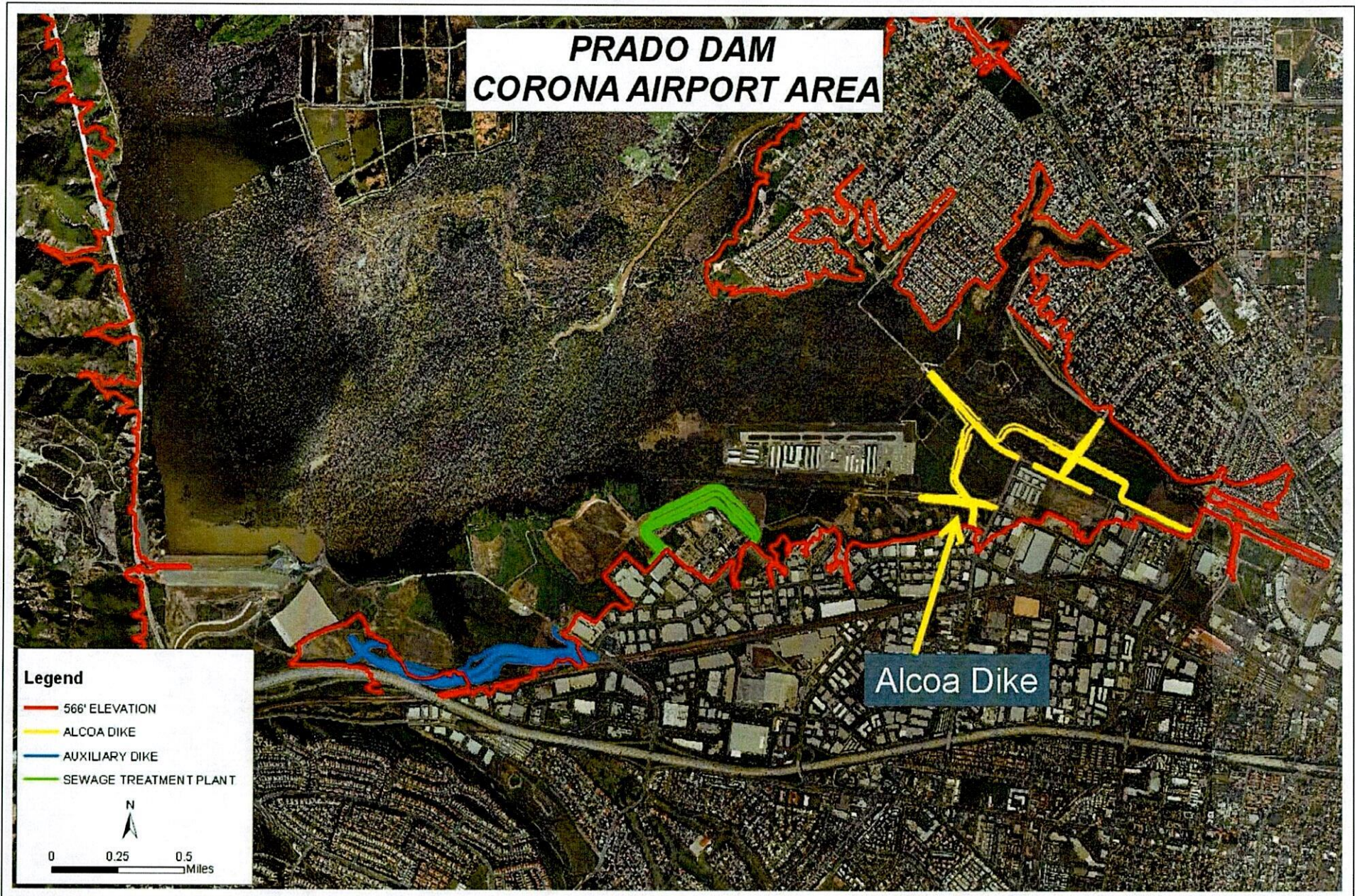
  
Scott Bangle  
General Manager

**OPINION OF PROBABLE COSTS  
SART PHASE 4 IMPROVEMENTS**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
31.	FURNISH AND INSTALL 6" SRD-35 PVC PIPE (INCLUDING ALL FITTINGS) WITH BEDDING AND BACKFILL PER CITY OF CORONA STD. 149 & 150	48	LF	\$45.00	\$2,160.00
32.	FURNISH AND INSTALL 12" SRD-35 PVC PIPE WITH BEDDING AND BACKFILL PER CITY OF CORONA STD. 149 & 150	150	LF	\$55.00	\$8,250.00
33.	CONSTRUCT BRICK AND MORTAR PLUG	3	EA	\$2,500.00	\$7,500.00
34.	REMOVE 5' OF EXISTING PIPE, SLURRY BACKFILL EXISTING PIPE, AND CAP	1	LS	\$20,000.00	\$20,000.00
35.	WOOD FENCE	2,660	LF	\$65.00	\$172,900.00
36.	FURNISH AND INSTALL REDWOOD HEADER	10,650	LF	\$8.00	\$85,200.00
37.	HYDROSEED TRAIL SLOPE	70,430	SF	\$0.25	\$17,607.50
<b>SUBTOTAL</b>					<b>\$1,622,667.50</b>
<b>10 % CONTINGENCY</b>					<b>\$162,266.75</b>
<b>GRAND TOTAL</b>					<b>\$1,784,934.25</b>

Notes: 1.) Trail structural sections based on previous Phase 4 design.  
2.) Import assumed to be generated at Corps borrow site located 1.5 miles from project site.

EXHIBIT A - Vicinity Map





1 Board of Directors

Riverside County Regional  
Park & Open-Space District

2  
3 RESOLUTION NO. 2020-06

4 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL  
5 PARK AND OPEN-SPACE DISTRICT MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT  
6 TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE ALCOA DIKE  
7 BETTERMENT OF SANTA ANA RIVER MAINSTEM PRADO DAM PROJECT FOR THE SANTA  
8 ANA RIVER TRAIL

9  
10 **WHEREAS**, the Riverside County Regional Park & Open-Space District ("PARK DISTRICT") is  
11 the lead agency in the development of the Santa Ana River Trail (SART) through Riverside County and has  
12 grant funding available to develop and construct the SART; and

13 **WHEREAS**, Orange County Flood Control District ("FLOOD DISTRICT") and the U.S. Army  
14 Corps of Engineers ("CORPS") entered into a Project Cooperation Agreement dated February 11, 2003 and  
15 a Second Modification to the Local Cooperation Agreement dated February 24, 2003 to construct the  
16 PRADO DAM and other flood control and protection improvements in and around the Prado Basin,  
17 commonly known as the Santa Ana River Mainstem, Prado Dam Project ("PROJECT"); and

18 **WHEREAS**, PARK DISTRICT desires to include as part of PROJECT's Phase II construction of  
19 the ALCOA DIKE, to include installation and construction of a PARK DISTRICT riding and hiking trail  
20 for non-motorized bicycle, equestrian, and pedestrian use, within the footprint of the ALCOA DIKE of the  
21 SARP as shown in the attached Exhibits A and B and incorporated by this reference hereinafter referred to  
22 as "BETTERMENT" which is described in Exhibit C; and

23 **WHEREAS**, PARK DISTRICT and FLOOD DISTRICT desire to enter into the BETTERMENT  
24 AGREEMENT (Exhibit C) to delineate their respective roles and responsibilities for administration of  
25 funds, design, and construction of BETTERMENT IMPROVEMENTS AT ALCOA DIKE, at PARK  
26 DISTRICT's cost; and

27 **WHEREAS** In accordance with the California Environmental Quality Act (CEQA), Orange County  
28 Flood Control District is the Lead Agency to consider and approve any and all environmental documents

FORM APPROVED COUNTY COUNSEL  
BY  DATE 6/1/2020

1 required by CEQA for the PROJECT; and

2       **WHEREAS**, the PARK DISTRICT has been asked to issue certain limited approvals for the Santa  
3 Ana River Mainstem, Prado Dam Project, specifically including providing plans and specifications and the  
4 funding of BETTERMENT to the Santa Ana River Trail at the Alcoa Dike; and

5       **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code,  
6 § 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations, § 15000 et seq.)  
7 (“CEQA”), the Final Supplemental Environmental Impact Statement/ Environmental Impact Report No.  
8 583 (SCH 1997071087) for the Santa Ana River Mainstem Project (“SARP Project”) was certified by the  
9 Orange County Flood District on August 14, 2018, as the CEQA lead agency, and approved by the U.S.  
10 Army Corps of Engineers Los Angeles District on January 17, 2002, pursuant to the National Environmental  
11 Policy Act, State Clearinghouse No. 1997071087; and

12       **WHEREAS**, PARKS DISTRICT has a more limited approval and implanting authority over the  
13 Project and thus serves only as a responsible agency for the PROJECT pursuant to the requirements of  
14 CEQA.; and,

15       **WHEREAS**, the lead agency Flood District, at its Board meeting on August 14, 2018, reviewed  
16 and considered the Final EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project,  
17 all oral and written comments received, and certified the EIR, made written findings, adopted a Mitigation  
18 Monitoring and Reporting Program, and approved the Project; and

19       **WHEREAS**, the PARKS DISTRICT as a responsible agency, has verified that the certified Final  
20 EIR adequately analyzes the potential environmental impacts associated with the PARK DISTRICT’s  
21 limited role as a responsible agency in the implementation of the Project; and

22       **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

23  
24       **NOW, THEREFORE**, the Board of Directors of the Riverside County Regional Park and Open-  
25 Space District (“Board”) assembled in regular session on June 16, 2020 in the meeting room of the Board  
26 of Directors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
27 California, at or after 9:30 a.m., based upon the evidence and testimony presented on the matter, both written  
28 and oral, does hereby resolve as follows:

1           **SECTION 1. Incorporation of Recitals.** The above recitations constitute findings of the Board with  
2 respect to the Project and the Agreement and are incorporated herein.

3           **SECTION 2. CEQA Actions**

4                   (a)           Consideration of the Final Environmental Impact Report and Final  
5 Environmental Impact Statement Regarding CEQA/NEPA Compliance. As the decision making body for  
6 PARK DISTRICT, the BOARD has received, reviewed and considered the information containing in the  
7 Final Supplemental Environmental Impact Statement/ Environmental Impact Report No. 583 (SCH  
8 1997071087) for the Santa Ana River Mainstem Project, the Initial Study, all comment letters and other  
9 related documents. Based on this review the BOARD finds that, as to the potential environmental impacts  
10 with the PARK DISTRICT's powers and authorities as a responsible agency, that the EIR for the PROJECT  
11 contains a complete objective and accurate reporting of those potential impacts and reflects the independent  
12 judgement and analysis of the PARK DISTRICT .

13                   (b) CEQA Findings on Environmental Impacts. In its limited role as a responsible agency  
14 under CEQA, the PARK DISTRICT finds that there are no feasible alternatives to the Project which would  
15 avoid or substantially lessen the Project's potentially significant environmental impacts but still achieve  
16 most of the Project's objectives. The PARK DISTRICT further finds that the mitigation measures imposed  
17 by the lead agency are sufficient to reduce all potentially significant impacts to a level of less than  
18 significant. As such, PARK DISTRICT concurs with the environmental findings adopted by the lead  
19 agency, which are attached hereto as Exhibit D, and therefore the PARK DISTRICT adopts those findings  
20 as its own and incorporates them herein.

21                   (c) Adoption of Mitigation Monitoring and Reporting Program. The PARKS DISTRICT  
22 hereby approves and adopts the Mitigation Monitoring and Reporting Program prepared for the PROJECT  
23 and approved by the lead agency, which is incorporated into the written findings attached hereto as Exhibit  
24 "D" and incorporated herein.

25           **SECTION 3. Approval of the Project.** As required by State CEQA Guidelines section 15096 and  
26 in its limited role as responsible agency under CEQA, the BOARD hereby approves the Project.

27  
28



1           **SECTION 4. Notice of Determination.** The BOARD hereby directs staff to file a Notice of  
2 Determination with the Riverside County Clerk and also with the Governor's Office of Planning and  
3 Research within five (5) working days of the approval of the Project.

4           **SECTION 5. Custodian of Records.** The documents and materials that constitute the record of  
5 proceedings on which these findings are based are located at the offices of the Riverside County Park and  
6 Open-Space District located at 4600 Crestmore Road, Jurupa Valley, CA 92509.

7           **SECTION 6. Execution of Resolution.** The Chair of the Board of Directors of the PARK  
8 DISTRICT shall sign this Resolution and the Clerk shall attest and certify to the passage and adoption  
9 thereof.

10  
11 ROLL CALL:

12 Ayes:           Jeffries, Spiegel, Washington, Perez and Hewitt  
13 Nays:           None  
14 Absent:         None

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

17           Kecia R. Harper, Clerk of said Board

18 By *Ruscilla Rasso*  
19 Deputy  
20  
21  
22  
23  
24  
25  
26  
27  
28