

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



ITEM: 3.29  
(ID # 14232)

MEETING DATE:  
Tuesday, February 09, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Adoption of Resolution No. 2021-027, Approving the Application For Grant Funds  
for California Climate Investments Urban Greening Program for the Community  
of Mecca. District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2021-027, Approving the Application for Grant Funds for California Climate Investments Urban Greening Program.
2. Authorize the Director of Transportation, or designee, to accept any grant funds which may be awarded as the result of these applications, execute any grant agreements, in substantially the same form attached and as approved by County Counsel, which may result from these applications, and to take all actions necessary to administer said agreements.

ACTION: Policy

  
Mark Lancaster, Director of Transportation 1/5/2021

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: February 9, 2021  
xc: Transp.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21</b>	

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

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (Transportation Department) submitted The Mecca Neighborhood Park and Greening Project grant application on July 15, 2020, to the State of California Natural Resources Agency (CRNA). The proposed grant project will plant native trees along both sides of Coahuilla Street and Date Palm Street between 65<sup>th</sup> Avenue and 2<sup>nd</sup> Street in District 4. Additionally, the grant will provide funding for the proposed community triangle park located on the southeast corner of Hammond Road and 2<sup>nd</sup> Street. The total cost for the proposed grant project is \$1,258,004. The submitted Mecca Neighborhood Park and Greening Project grant application requested a total of \$1,093,709 in grant funds (State funds) with a proposed local match of \$164,296.

On October 21, 2020, the Transportation Department was notified by CNRA that the grant application was selected to move forward to Step 2 of the grant selection process. Step 2 included a virtual field review and presentation that was conducted via Zoom on December 9, 2020. After the December 9, 2020 virtual field review, the Transportation Department was notified that the grant application was selected to move forward to Step 3 of the grant selection process. Step 3 requires that the Transportation Department submit all required supporting documentation, including Resolution No. 2021-027 to CNRA staff prior to final selection.

Per Resolution No. 2021-027, if the grant application is selected for funding, the Transportation Department will enter into an agreement with CNRA to carry out the grant project.

County Counsel has approved Resolution No. 2021-027 as to form.

**Impact on Residents and Businesses**

The proposed Mecca Neighborhood Park and Greening Project grant project will help promote active transportation within the Mecca community providing shaded pedestrian routes along two major north-south roadways that connect the various community amenities. Additionally, the proposed grant project will provide funding for the long-awaited community triangle park that can be utilized by all members of the community.

**Additional Fiscal Information**



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

The proposed Mecca Neighborhood Park and Greening Project grant project will tentatively utilize \$164,296 in local transportation funds as a local match. The final local match amount will be determined during Step 3 of the application process. The final local match amount will be included in the required grant agreement that will be processed once the grant application is selected for funding.

It is anticipated that the ongoing annual maintenance cost for tree trimming and park maintenance will cost approximately \$3,000 annually. This will be included into the annual Transportation Department maintenance budget.

There is no General Fund obligation.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Urban Greening Grant Resolution No. 2021-027  
Grant Project Vicinity Map – Mecca Neighborhood Park and Greening Project  
Mecca Neighborhood Park and Greening Project Grant Application  
Sample Grant Agreement



Jason Farin, Principal Management Analyst

2/2/2021



Gregory V. Priamos, Director County Counsel

1/21/2021

2 RESOLUTION NO. 2021-027

3  
4 RESOLUTION OF THE COUNTY OF RIVERSIDE APPROVING THE  
5 APPLICATION FOR GRANT FUNDS FOR CALIFORNIA CLIMATE  
6 INVESTMENTS URBAN GREENING PROGRAM

7  
8 **WHEREAS**, the Legislature and Governor of the State of California have provided funds  
9 for the program shown above; and

10 **WHEREAS**, the California Natural Resources Agency has been delegated the  
11 responsibility for the administration of this grant program, establishing necessary procedures;  
12 and

13 **WHEREAS**, said procedures established by the California Natural Resources Agency  
14 require a resolution certifying the approval of application(s) by the Applicants governing board  
15 before submission of said application(s) to the State; and

16 **WHEREAS**, the applicant, if selected, will enter into an agreement with the State of  
17 California to carry out the Project

18 **BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF**  
19 **SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**, in  
20 regular session assembled on, February 9, 2021, at or after 9:30 a.m. in the meeting room of the  
21 Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon  
22 Street Riverside , California, the Board of Supervisors hereby:

- 23 1. Approves the filing of an application for the MECCA NEIGHBORHOOD PARK AND  
24 GREENING PROJECT;  
25 2. Certifies that applicant understands the assurances and certification in the application;  
26 3. Certifies that applicant or title holder will have sufficient funds to operate and maintain  
27 the project consistent with the land tenure requirements; or will secure the resources to do  
28 so;

02.09.2021 3.29

FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE 1/22/21



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code;
- 5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained;
- 6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.

**BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED** that the DIRECTOR OF TRANSPORTATION, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

By *Y. Pinilla-Rasso*  
Deputy

# Print Application

**RFP Title:** Urban Greening Grant Program - March 2020 - Round 4

**Project Title:** Mecca Neighborhood Park and Greening Project

**Estimated Date of Completion:** 06/30/2022

**Funds Requested(\$):** 1,093,708.00

**Other Sources of Funds(\$):** 164,296.00

**Total Budget(\$):** 1,258,004.00

**Applicant Organization:** Riverside County Transportation Department

**County:** Riverside **City/Town:** Mecca

**Applicant Address:** 4080 Lemon Street , Riverside , CA - 92501

**Project Address:** Coahuilla Street and 2nd Street

**Federal Tax ID:** 95600093

**Senate District:** 28

**Assembly District:** 56

**US Congressional District:** 36

### Project Description:

This proposed project will plant native mesquite trees and landscaping in Mecca, CA, a disadvantaged community, on both sides of Coahuilla Street southerly to 2nd Street, and on both sides of Date Palm Street from 65th Avenue southerly to 2nd Street. This project will also install a pocket park on the southeast corner of Hammond Road and 2nd Street from Hammond Road to Date Palm Street. Approximately 2,500 lineal feet of concrete sidewalks along Hammond Road (park frontage) and 66th Avenue (missing gap) will also be constructed. The proposed sidewalks and concrete walkway will provide a safe walking path with a tree canopy for residents to utilize active transportation modes such as walking and biking. This project will reduce Greenhouse Gas Emissions, reduce the effects of global warming, reduce summer temperatures and energy consumption for residences within the vicinity of this project, reduce respiratory illness, and aid in sequestering carbon.

**Latitude:** 33.573880000 **Longitude:** -116.074380000 **Coordinates Represent:**  
**Coordinates Determined Using:**

### Project Director (Applicant's Representative Authorized in Resolution) (Signature required at bottom of this page)

**Name:** Dennis - Acuna **Title:** Project Director: Authorized Representative

**Phone:** 951-955-6800 **Email:** dacuna@rivco.org

### Project Manager - Person with day to day responsibility for project (if different from authorized representative)

**Name:** Susan - Vombauer **Title:** Project Manager: Day to day contact

**Phone:** 951-955-3164 **Email:** svombaur@rivco.org

I certify that the information contained in this project application, including required attachments, is complete and accurate

**Signed:**  **Date:** 7-15-2020

**Applicant's Authorized Representative as shown in Resolution**

**Print Name:** Patricia Romo **Title:** Director of Transportation

### Application Overview

**RFP Title:** Urban Greening Grant Program - March 2020 - Round 4

**Submitting Organization:** Riverside County Transportation Department

**Submitting**



**Organization**

**Division:**

**Project Title:** Mecca Neighborhood Park and Greening Project

**Project Description:** This proposed project will plant native mesquite trees and landscaping in Mecca, CA, a disadvantaged community, on both sides of Coahuilla Street southerly to 2nd Street, and on both sides of Date Palm Street from 65th Avenue southerly to 2nd Street. This project will also install a pocket park on the southeast corner of Hammond Road and 2nd Street from Hammond Road to Date Palm Street. Approximately 2,500 lineal feet of concrete sidewalks along Hammond Road (park frontage) and 66th Avenue (missing gap) will also be constructed. The proposed sidewalks and concrete walkway will provide a safe walking path with a tree canopy for residents to utilize active transportation modes such as walking and biking. This project will reduce Greenhouse Gas Emissions, reduce the effects of global warming, reduce summer temperatures and energy consumption for residences within the vicinity of this project, reduce respiratory illness, and aid in sequestering carbon.

**APPLICANT DETAILS**

**Applicant Organization:** Riverside County Transportation Department

**Applicant Organization:**

**Applicant Organization:**

**Applicant Organization:**

**Division:**

**Applicant Address:** 4080 Lemon Street , Riverside , CA - 92501

**PROJECT LOCATION**

**Latitude :** 33.573880000      **Longitude:** -116.074380000

**County:** Riverside

**Estimated Date of Completion:** 06/30/2022

**Completion:**

**Project Address (or nearest cross street):** Coahuilla Street and 2nd Street

**nearest cross street):**

**nearest cross street):**

**Nearest City/Town:** Mecca

**Cordinates Represent:**

**Represent:**

**Coordinates:**

**Determined Using:**

**PROJECT BUDGET**

**Funds Requested(\$):** 1,093,708.00

**Other Sources of Funds(\$):** 164,296.00

**Funds(\$):**

**Total Budget(\$):** 1,258,004.00

Funding Program						Applied
Greenhouse Gas Reduction Fund (GGRF)						Yes
Project Management Role	Title	First Name	Last Name	Phone	Fax	Email
<b>Project Director: Authorized Representative</b>	County Traffic Engineer	Dennis	Acuna	951-955-6800		dacuna@rivco.org
<b>Project Manager: Day to day contact</b>	Senior Project Manager	Susan	Vombauer	951-955-3164		svombaur@rivco.org

**Applicant Information**

**Name:** Riverside County Transportation Department  
**Division:**  
**Address:** 4080 Lemon Street Riverside, CA , 92501

**Person Submitting Information**

**Submitter Name:** Phenvana Panpradith  
**Submitter Phone:** 951-955-2090

Federal Tax ID: 95600093

Submitter  
Fax:  
Submitter ppanprad@rivco.org  
Email:

Legislative Information Primary Additional District(s)  
Senate District 28  
Assembly District 56  
US Congressional District 36

Contacts Name Phone Email  
Riverside County Transportation Department Dennis Acuna 951-955-6800 dacuna@rivco.org

Cooperating Entities Role Name Phone Email  
Riverside County Transportation Department Dennis Acuna 951-955-6134 dacuna@rivco.org

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
<a href="#">1.02 Site Plan</a>	PHASE1	PRE SUBMISSION	7/13/2020 2:55:41 PM
<a href="#">1.03 Photographs</a>	PHASE1	PRE SUBMISSION	7/13/2020 9:56:31 AM
<a href="#">1.04 Cost Estimate</a>	PHASE1	PRE SUBMISSION	7/14/2020 5:44:38 PM
<a href="#">1.05 Community Engagement C</a>	PHASE1	PRE SUBMISSION	7/8/2020 5:00:40 PM
<a href="#">1.06 Evidence of Willing Seller</a>	PHASE1	PRE SUBMISSION	7/15/2020 7:11:45 AM
<a href="#">1.07 Assessor's Parcel Map</a>	PHASE1	PRE SUBMISSION	7/13/2020 7:54:20 AM

[Download all Pre Submission Attachments](#) 

Post Submission Attachment Title Phase Date & Time Attached

No Post Submission Attachments Available to Display

Questionnaire - Phase1

## ELIGIBILITY CHECKLIST

### 1 Is the applicant one of these entities? (Choose one)

Answer: | County

### 2 Does the project meet at least one of the three GHG reduction project activities listed below?

#### 2a. Sequester and store carbon by planting trees

Answer: | Yes

#### 2b. Reduce building energy use by strategically planting trees to shade buildings

Answer: | No

#### 2c. Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

Answer: | Yes

### 3 Does the project meet at least one of the statutory requirements listed below?

#### 3a. Acquire, create, enhance or expand community parks and green spaces

Answer: | Yes

#### 3b. Use natural systems or systems that mimic natural systems to achieve multiple benefits

Answer: | Yes

### 4 Is 50% or more of the project located within a publicly accessible area in a disadvantaged or low-income community? (Select all that apply)

#### a. Disadvantaged Community (CalEnviroScreen 3.0)



Answer: | Yes

**b. Low-Income Community (at or below 80% of statewide median income)**

Answer: | Yes

**c. Low-Income Community within a Half Mile of a Disadvantaged Community**

Answer: | Yes

**d. If not, is the project located in an urban area as defined?**

Answer: | Yes

If yes, list the applicable plan covering the project area that designates or defines the area as urban (May include, but not limited to, general plans, specific plans, or community plans.)

Plan name:

Answer: Mecca is located in the Eastern Coachella Valley and is identified in the Riverside County General Plan as an urban area.

## DISADVANTAGED COMMUNITY ELIGIBILITY CHECKLIST

**1 Does the project serve a disadvantaged or low-income community? Select all that apply.**

**1a. Disadvantaged Community (CalEnviroScreen 3.0)**

Answer: | Yes

**1b. Low-Income Community (at or below 80% of statewide median income)**

Answer: | Yes

**1c. Low-Income Community within a Half Mile of a Disadvantaged Community**

Answer: | Yes

**1d. Critically Underserved Community**

Answer: | Yes

**2 Is 50% or more of the project in a publicly accessible area in the disadvantaged or low-income community?**

Answer: | Yes

If you selected "Yes" to at least one of the Questions 1 a-c, answer Questions 3-8. Projects must meet at least one of the following to be eligible as a disadvantaged or low-income community. Select all that apply.

**3 Will a majority of the trees planted be accessible by walking within ½ mile of the disadvantaged or low-income community?**

Answer: | Yes

**4 Does the project reduce the flood risk to one or more adjacent disadvantaged or low-income communities?**

Answer: | No

**5 Does the project expand or improve the usability of existing active transportation routes?**

Answer: | Yes

**6 Does the project improve open spaces, parks, greenbelts, and passive recreational areas publicly accessible by walking within ½ mile of a disadvantaged or low-income community?**

Answer: | Yes

**7 Does the project reduce energy demand for households?**

Answer: | No

## STEP 1: PROJECT PROPOSAL

### Project Summary



**Describe the discrete project, including expected project deliverables. Include a brief description of current site conditions and extent of public access for the proposed project, if applicable. Summaries are limited to 4,000 characters.**

**Answer:** This project will install sidewalks and concrete walkways, native mesquite trees and landscaping to beautify the area of Mecca, CA, and make the community more walk-able, as well as provide shade for non-motorized transportation from 66th Avenue on both sides of Coahuilla Street to 2nd Street from 66th Avenue on both sides of Date Palm Street to 2nd Street. Coahuilla Street and Date Palm Street run north-south along the west and east frontage, respectively, of Mecca Elementary School, the Community Center and the Community Sports Complex. This proposed project will also install a triangle pocket park at the corner of 66th Avenue and 2nd Street.

The tree planting on Coahuilla and Date Palm Streets will create two green corridors that connect the school, community center, and the sports complex to the proposed neighborhood park which is at the entrance to downtown Mecca. Residents are often seen walking and gathering in the downtown area where they have access to the County library, public and social services, transit opportunities, retail and other vital necessities. The triangle pocket park will create a new green space which will be a focal point for the community as a place for residents to socialize and enjoy the outdoors.

Currently, the community has sidewalks throughout most of this project area except along the park frontage on Hammond Road and on Avenue 66th between Hammond Road and Date Palm Street. Native landscaping exists in front of some residences but most of the street shoulders are bare with native soil on Coahuilla and Date Palm Streets. The existing site for the proposed pocket park is currently vacant and mostly covered with native soil. The current infrastructure does not provide a canopy for pedestrians and bicyclists. During the summer months, the temperatures can rise to 120 degrees leaving residents to walk and bike in the intense summer heat. The remainder of the year, the temperatures are relatively mild but due to the desert location the wind is severe and the particulate matter in the dirt can cause severe respiratory illnesses especially among young children.

This proposed project is entirely within public space, will create a canopy to make walking and biking along Coahuilla and Date Palm Streets more comfortable and enjoyable. The trees planted in this project will reduce greenhouse gas emissions, store carbon and protect users from extreme sun and wind. The triangle pocket park will create a new green space as well as mitigate a potential heat island in this isolated desert community.

---

## **Project Questions**

**Applicants must answer the following questions, as applicable. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields. Answers are limited to 4,000 characters each.**

---

## **Statutory and Program Requirements**

**All applicants must meet certain requirements as specified in statute. Each applicant must answer the questions below, as applicable.**

- 1 Explain how the project meets the statutory criteria of 1) acquiring, creating, enhancing, or expanding community parks and green spaces, and/or 2) using natural systems, or systems that mimic natural systems.**

**Answer:** This proposed project will add shade trees from the north project limits at the elementary school, community center, and Mecca Sports Complex southerly to the downtown Mecca area and create a triangle pocket park in the downtown area of Mecca in the corner of Hammond Road and 2nd Street. The park will create a new green space in the community. The trees selected are native to the desert and will enhance the community landscaping in the community, capture carbon and reduce greenhouse gases. The addition of street trees and landscaping will create a more comfortable environment for non-motorized users and visitors in the area. The proposed project is consistent with the County's General Plan for this community. The plant palettes selected are native to the desert, require minimal maintenance and are water efficient.

- 2 Which of the three project activities (carbon sequestration through tree planting, energy use reduction from tree shade, or reduced vehicle miles traveled) is being proposed?**

**Answer:** The proposed project will add native trees to capture carbon and create a canopy for non-motorized users. The proposed triangle pocket park will create a green space to help mitigate a heat island and also aid in



sequestering carbon. This park is located in downtown Mecca and will serve as a focal green space where residents can enjoy the natural environment among the downtown developments.

The addition of street trees along Coahuilla and Date Palm Streets will provide a more comfortable atmosphere for residents to travel to the Mecca downtown location where they are able to access community services, transit, retail and other economic opportunities. Along the street shoulders where the trees will be planted, the canopies will provide energy reduction to some homes and businesses in the community. The trees will also provide a sound barrier to nearby residences during the summer months when air conditioner usage is operating at capacity. Mecca is a predominantly low-income community where residents often travel by means of walking or biking to their desired locations in the neighborhood or connect to transit. Walking and biking throughout the community reduces vehicle miles traveled.

**3 Explain how the proposed strategy will result in a net GHG benefit. CARB's 2019-2020 quantification methodology for the Urban Greening Program can be found at: [Air Resources Board Website](#).**

Answer: The mesquite trees selected in this proposed project are native to the desert and will thrive in the heat and dry climate. This project will plant 171 new mesquite and 4 palo verde trees in the community adding to the existing landscaping of identical trees. The trees will need little maintenance after initial planting and will require little maintenance and watering thereafter. This proposed strategy is anticipated to sequester at least 10,262.9 lbs of carbon through the tree palette selected over a 40 year period; which will help with the air quality throughout this community.

A majority of the homes in this community were built in the late 1960's, 1970's, and early 1980's. The age of these homes and aging air conditioning units increase the energy usage during the summer months. The age of the homes and age of the air conditioning units are inefficient in energy usage. It is anticipated that the trees proposed in this project will help reduce the kilowatt hour usage by 261,208.0 over a 40 year period which is beneficial to the aging homes and buildings throughout the community.

**4 Explain how the project provides multiple benefits. These could include, but are not limited to, reduced air pollution, water pollution, consumption of natural resources, or consumption of energy.**

Answer: Mecca, CA is a severely disadvantaged community of predominantly farm workers. Residents in this community are primarily low-income and use walking, biking and transit as means of transportation. The existing conditions in the community lack amenities necessary to make non-motorized transportation more comfortable. The summer months are extremely hot and the remainder of the year has mild weather but can be very warm and windy. The trees will provide shade and store carbon for many generations aiding in the reduction of greenhouse gas emissions. Promoting these modes of transportation will also help reduce air pollution and reduce consumption of natural resources. This proposed project will help reduce pollution caused by motorized travel and will also help reduce the particulate matter blowing in the air during the months plagued with high wind speeds.

The proposed trees are native to the desert and will be able to thrive with minimal water usage. This project will create an aesthetically pleasing community consistent with the County's General Plan and will also meet the goals of this grant program. The locations of the trees proposed in this application will help reduce energy consumption around some building structures which will help reduce high energy consumption during summer months. This will also reduce the stress on aging air conditioning systems in the community.

**5 Select TWO of the project examples from the list below and answer the corresponding questions. Provide a qualitative description as well as any quantitative information on this topic.**

**a. Greening of existing public land and structures, including schools**

**b. Green streets and alleys that integrate green infrastructure elements into the street or alley design, including permeable surfaces, bioswales, and tree**

**c. Non-motorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers and schools**



**d. Tree Canopy**

**e. Neighborhood, city, regional, or county parks and open space**

**f. Riparian Habitat**

**g. Urban heat island mitigation and energy conservancy efforts through greening, including greening roofs**

**h. Multi-objective stormwater projects, including the construction of permeable surfaces and collection basins and barriers**

**i. Climate resilience and adaptation of urban areas that reduce vulnerability to climate impacts and improve the ability of natural systems to buffer the impacts of climate change**

**j. Economic, social, and health benefits including, but not limited to, recreational opportunities, workforce education and training, contracting and job opportunities for disadvantaged communities**

Answer: | b. Green streets & alleys e. Parks & open space

---

**a Greening of existing public land and structures, including schools**

---

**a.1 Describe the current environmental condition and use of the project site.**

Answer: Not Applicable

---

**a.2 How will the proposed project contribute to the economic, social, and/or recreational life of the community?**

Answer: Not Applicable

---

**b Green Streets and alleys that integrate green infrastructure elements into the street or alley design, including permeable surfaces, bioswales and trees**

---

**b.1 How will the project convert the property into a green street or alley?**

Answer: This proposed project will plant trees in existing dirt, shoulders, behind existing sidewalks and curbs within existing street right-of-ways. The planting of trees on both sides of Coahuilla and Date Palm Streets will create two green corridors (green streets) that connect to the Mecca Elementary School, Community Center and the Sports Complex on the north end of the proposed project to the proposed pocket park on the south end of the project which is located in downtown Mecca. The triangle pocket park to be created by this project is located at the corner of Hammond Road and 2nd Street. The location of the proposed park is at the entrance to the community and is consistent with the County's General Plan. The design for this park has taken into consideration water utilization, adding landscaping to create a place for residents to socialize and enjoy the outdoors in the downtown area and create a permeable surface to capture and filter water during rain events.

The trees and plant palette selected will sequester carbon and provide the much needed shade for users within the project limits. The pocket park will provide a nice, shaded location for residents to enjoy the entrance corridor and downtown area of Mecca. These plants and trees do not require excessive water consumption, they are fast growing and low maintenance. It was important to consider having a plant palette that will not only aide in carbon sequestration, but also help reduce particulate matter in the air during high wind events throughout the community.

Riverside County has provided many infrastructure improvements in Mecca using various grant programs. These infrastructure improvements include streets and sidewalks, community centers, library, sheriff and fire station. Riverside County is at the stage to add amenities to this area.

---

**b.2 How will the project reduce vehicle miles traveled?**

Answer: Mecca is an isolated community located in the Eastern Coachella Valley of unincorporated Riverside County. A majority of the residents are low-income, migrant farm workers. Most residents do not have personal vehicles and travel to their desired locations by walking, biking, and/or connecting to transit. Travel by personal vehicle is



not heavily used throughout this community. This proposed project is in a region that is very hot during summer months with temperatures rising to nearly 120 degrees or more. The remainder of the year is relatively mild but wind speeds can reach up to 60 mph gust causing fine particulate matter to pollute the air. The high winds throughout this community causes severe respiratory illness. The planting of trees can help prevent the negative effects of residents breathing particulate matter while traveling to their destinations. The location of this proposed project is within walking distance to Mecca's downtown services, shops and community resources. The trees and shading will provide more comfortable access to much needed resources in this disadvantaged community.

**c Non-motorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools**

**c.1 Describe how the trail increases connectivity of the active transportation network such as filling gaps or otherwise completing routes in a bike or trail plan or a low-street bikeway network.**

Answer: Not applicable.

**c.2 Identify the intended users of the trail.**

Answer: Not Applicable

**c.3 Describe how the trail connects to or between parks, open space, or green infrastructure.**

Answer: Not Applicable

**d Tree Canopy**

**d.1 What species of trees and plants will be used? If proposing non-native species, explain the rationale for the selection.**

Answer: Not Applicable

**d.2 What are the environmental benefits of the species selected?**

Answer: Not Applicable

**d.3 What consideration, if any, was given to pollen production in the project plant palette?**

Answer: Not Applicable

**d.4 How was the initial size selected for the planting area considered to ensure the best chance for survival and growth? Trees must not be larger than 15 gallon.**

Answer: Not Applicable

**e Neighborhood, city, regional, or county parks and open space**

**e.1 How many acres of green space/park will be created or enhanced?**

Answer: This project will create .15 acres of green space at the entrance of downtown Mecca at Hammond Road and 2nd Street. The plant palette selected is native to the desert landscape. Mesquite trees have been selected as the primary tree and will also blend in with the existing and sporadically placed mesquite trees throughout the community. The remainder of the plants selected in this proposed project also do very well with little maintenance including general trimming and water consumption.

The landscape design is consistent with the County's General Plan for this community. The plant palette selected for the triangle pocket park will consist of mesquite trees, native shrubs and cacti. Selected plants will be established and not exceed more than the 15 gallon requirement. They will not require excessive nurturing to continue establishing. All plants and trees selected are fast growing and low maintenance. Due to water usage and restrictions throughout California, it was important to select low maintenance yet aesthetically pleasing plants that will enrich the existing landscaping throughout the entrance corridor into downtown Mecca.

**e.2 Describe any limits such as parking, hours of operation, available staff, user fees, seasonal restrictions, or other ecological considerations.**

Answer: Riverside County Transportation Department installed parking throughout the project limits. There is available parking throughout the community and at downtown businesses. Riverside County has dedicated staff to maintain the landscaping after installation.

**f Riparian Habitat**



**f.1 Describe how the project will protect, restore, enhance, or preserve riparian habitat using either common or scientific names to identify elements.**

Answer: Not Applicable

**f.2 If the project includes restoration or re-establishment of riparian habitat, explain plans to employ habitat management strategies designed to reduce mosquito production (e.g., Central Valley Joint Ventures Technical Guide to Best Practices at: [LINK FOUND HERE.](#))**

Answer: Not Applicable

**g Urban heat island mitigation and energy conservancy efforts through greening, including green roofs**

**g.1 Describe what energy saving measures will be incorporated into the project. Energy saving measures may include, but are not limited to, constructing green roofs, planting trees to shade buildings, walkways and spaces, and converting asphalt to native plants and/or turf, or other permeable surfaces.**

Answer: Not Applicable

**g.2 Explain how the project will reduce GHG emissions by reducing energy demand and promoting resource efficiencies.**

Answer: Not Applicable

**h Multi-objective stormwater projects, including the construction of permeable surfaces and collection basins and barriers**

**h.1 Describe generally the type of stormwater facilities in the proposal (e.g., rain gardens, planters, bioswales, green roof, etc...)**

Answer: Not Applicable.

**h.2 How will the project be designed to reduce mosquito and methane production? (see Central Valley Joint Ventures Technical Guide to Best Practices at: [LINK FOUND HERE.](#))**

Answer: Not Applicable

**h.3 What is the estimated volume of Stormwater captured and treated? Explain your methodology.**

Answer: Not Applicable

**i Climate resilience and adaptation of urban areas that reduce vulnerability to climate impacts and improve the ability of natural systems to buffer the impacts of climate change**

**i.1 How will the project specifically increase resilience to climate change?**

Answer: Not Applicable

**i.2 What approach was used to determine said benefits?**

Answer: Not Applicable

**i.3 Identify the climate action plan applicable to the project.**

Answer: This project is consistent with County of Riverside 2019 Climate Action Plan Update. A link to the aforementioned plan is as follows:

[https://planning.rctlma.org/Portals/14/CAP/2019/2019\\_CAP\\_Update\\_Full.pdf](https://planning.rctlma.org/Portals/14/CAP/2019/2019_CAP_Update_Full.pdf)

**j Economic, social, and health benefits including, but not limited to, recreational opportunities, workforce education and training, contracting and job opportunities for disadvantaged communities**

**j.1 How will the project maximize access to workforce education, training, and quality jobs to residents of disadvantaged communities and individuals with barriers to employment?**

Answer: Not Applicable

**j.2 How will the project ensure supplier diversity and procure goods from local businesses, businesses located in disadvantaged communities, or minority or women-owned businesses?**

Answer: Not Applicable

**j.3 How will the project use state or local youth employment programs (e.g., California Conservation Corps, local conservation corps or similar youth employment programs) and how will youth employment elements be integrated into the program?**



Answer: Not Applicable

j.4 Using the list below, indicate which of the following apply to the project and explain how the selected benefits will be achieved-

- Improved mental health (e.g., social networking, overall well-being)
- Increased physical activity (effects on obesity, diabetes, heart disease, etc.)
- Reduced risk for skin cancers
- Increased access to locally grown/sustainable food sources
- Increased access to natural environments, parks, open space, etc.
- Other co-benefits to public health (examples include reducing urban heat island effects, increasing safe active transportation - e.g., pedestrian walking and bicycling, and serving an area of high density population)

Answer: See additional information in Question #16

## Statutory and Program Priorities

Each applicant must answer the questions below, as applicable. For the purposes of this section, points will be awarded to the project in which either the disadvantaged community or low-income approach is applicable.

6 Describe how the project will accomplish TWO of the following:

- a. Provides park or recreational benefits to a critically underserved community or disadvantaged community.
- b. Proposed by a critically underserved community or disadvantaged community.
- c. Develop partnerships with local community organizations and businesses in order to strengthen outreach to disadvantaged communities, provides access to workforce education and training.
- d. Uses interagency cooperation and integration.
- e. Uses existing public lands and facilitates the use of public resources and investments, including schools.

Answer: a. Mecca is a severely disadvantaged community with predominantly low-income farm-workers. Resources are extremely limited for residents. The proposed triangle pocket park will give the residents a sense of pride and a new gathering location for them to enjoy the outdoors in the downtown area.

The proposed project limits will provide shade near the elementary school, community center and Mecca Sports Complex. This community is very active with youth recreational sports; however, the existing site does not provide any shade for residents to enjoy the sporting activities. The triangle pocket park proposed in this application will also provide a community gathering spot in the downtown location which is also at the entrance corridor.

b. The County Board of Supervisors Office, District 4 supports this project and the addition of necessary amenities to the area. The Mecca Area Community Counsel supports community enhancements and civic engagement.

7 Discuss any demographic, social, and/or cultural issues that are important to the local community and that will influence design, implementation, and maintenance of the project.

Answer: The native trees and plant palette identified in this project is consistent with the County's General Plan for this community and will also blend in with existing landscaping that is sporadically planted throughout the community. The proposed triangle pocket park in this project will enhance the entrance in to downtown Mecca. All elements in this proposal has taken into consideration the feel and desires of the community. It was vital to incorporate a park to this project in order to add enhancements at the entrance of downtown Mecca. This downtown area provides public resources, retail opportunities, access to transit and other important community resources.

Riverside County will coordinate with stakeholders including the park district, school district, and potential management companies during the implementation of the project.

The plant palette and landscape design selected also took in to consideration water consumption and maintenance for the desert region. This palette also represents native landscaping that will establish rapidly. Riverside County will provide the landscape maintenance after the completion of this project.

8 Discuss how the project has been identified as a priority by the local jurisdiction.



Answer: Mecca is a remote and isolated community in the Eastern Coachella Valley in unincorporated Riverside County. Adequate services and opportunities are difficult for residents to access due to the isolated location as well as their limited access to personal vehicles. There are many agricultural and service workers in this area that commute by means of walking, biking, and transit. In order to support the rapidly expanding population, the County has made this region a priority for public and social services and capital improvements. Many County public services now have offices in the area for residents to have better access to health, education and job opportunities. College of the Desert added an extension campus in Mecca in order for residents to obtain their college education without having to travel to their main campus in Palm Desert.

The County has been performing numerous upgrades in this region of Riverside County. The area is at the stage of adding amenities to the region as detailed in the County's General Plan. This region of the County has been determined a priority due to the community's residential makeup and isolated location given that Mecca is a disadvantaged community.

---

**9 Describe efforts by the local jurisdiction to provide resources for project implementation. If resources have not been provided, please explain.**

Answer: Riverside County Transportation and Land Management Agency has a full staff dedicated to maintaining roads and infrastructure throughout the unincorporated County areas. The County provide project management during the construction phase of the project and will maintain the landscaping following the installation of the trees and landscaping.

Riverside County has invested funding to improve infrastructure of community including but not limited to curb, gutter, sidewalk. These improvements have been in process for many years and the County is at the stage where the amenities can be installed; however, the County does not have the funding to provide these amenities. The County has dedicated staff to apply for available grant funding and has staff to manage capital improvement projects.

---

**10 How does the project incorporate participation of local agencies, businesses, nonprofits, non-governmental organizations and citizens' groups in project planning, design, or implementation?**

Answer: Riverside County Transportation Department will coordinate with staff at Mecca Elementary School, School District, Community Center and the Parks and Desert Recreational District. The County has conducted community engagement events on the North Shore/Mecca Mobility Plan to garner feedback from the community and stakeholders. The County will also continue coordinating with the Supervisor's Office to discuss improvements in this community.

---

**11 Identify how the project will expand acreage and/or access to open space in the critically underserved, disadvantaged, or low-income community?**

Answer: The proposed project limits is located in a severely disadvantaged community of the eastern Coachella Valley in unincorporated Riverside County. The proposed triangle pocket park will expand green space by creating a park at an unused portion of the community owned by the County. This park is in downtown Mecca located at Hammond Road and 2nd Street. The creation of this green space will create a community gathering place and sitting area for the residents. This space will give the residents a sense of pride and sense of feel for the community. This project will add trees and landscaping within the project limits that will beautify the downtown area and sequester carbon throughout the community.

The area surrounding the elementary school, sports complex and community center will have trees to provide shade for residents and visitors at this location during sporting events and pick-up/drop off school times. This project will provide the necessary canopy for non-motorized users to access the downtown area from the extreme heat of the desert sun. Residents in the community utilize local services by walking or biking more often than by vehicle travel. The canopy created by the proposed trees will also make walking, biking and access to transit services more comfortable.

---

## **Disadvantaged and Low-Income Communities**

For the purposes of this section, points will be awarded to projects in which the disadvantaged and/or low-income community approaches are applicable.

---

**12 Identify where the project will be located in relationship to the disadvantaged and/or low income census tract by**



providing geographical location information. (See Appendix E in the guidelines for the disadvantaged and low-income community criteria)

Answer: Mecca, CA is an isolated desert community located in eastern Coachella Valley in unincorporated Riverside County. Per CalEnviroScreen 3.0, this community ranks in the 91st to 100th percentile for disadvantaged communities. The proposed project limits is entirely within this disadvantaged community census tract and the project will provide a direct benefit to the community. The proposed triangle pocket park also lies within this census tract and will provide a direct benefit to this community. This project will improve the usability of the existing sidewalk structure in the community by providing the necessary shade and wind barrier. The proposed pocket park proposed in this application will provide a new park within walking distance of the entire community. The trees will also help reduce energy usage for certain households.

Mecca's median income is \$27,197 which is far below the statewide median of \$71,805. At least 49% of the community are migrant farm workers and have limited access to personal vehicles. The remainder of the community are service industry workers who also have limited access to adequate transportation to their job locations in the central Coachella Valley.

Due to the COVID-19 social distancing mandates, the County is utilizing CARB Funding Guidelines, Table 5. This project will increase access throughout the community by creating a canopy for users to access services by walking or biking to the downtown area of Mecca which includes the county library, retail, public and social services, transit and other vital community businesses. The trees will be native to the desert landscape while providing shade, improve aesthetics and increase public access to the Mecca Sports Complex.

**13 Describe how the applicant or partnering community-based organizations made efforts to meet with and involve disadvantaged or low-income community residents about the project prior to the proposal deadline.**

Answer: Riverside County has held community meetings in this community and throughout this region of the eastern Coachella Valley throughout the various projects for this area. Topics that has been discussed include transportation, various capital improvements, parkway designs, and mobility plans prior to this application. These community meetings are conducted to determine needs and feasibility throughout the community; however, due to COVID-19, it was not feasible to organize in-person community meetings during the preparation of this application.

**14 Discuss how the project addresses an important and meaningful community need. (See Appendix E for more information on identifying a meaningful community need.)**

Answer: The project proposed limits is located within an isolated desert community that has extreme heat during the summer months and mild temperate winters plagued with extreme wind for the remainder of the year. During the extreme desert heat during the summer months, the lack of shade makes active transportation unappealing and uncomfortable. The remainder of the year has numerous days of extreme wind which stirs up fine particulate matter, is harmful to the residents and their respiratory system. The proposed project will provide numerous health benefits to this community.

This proposed project will add trees to provide the necessary shade canopy, and create a triangle pocket park in the downtown area of Mecca. A canopy will make non-motorized transportation more comfortable and more appealing for the residents to utilize and will help to complete the sporadic landscaping that distinguishes new developments from older developments within the community. This park will also provide a nice gathering location for residents to relax, socialize and enjoy the outdoors. The improvements in this project will give residents a sense of pride for their community while beautifying and sequestering carbon for generations.

## **Statewide Park Development and Community Revitalization Act**

**15 Was this project eligible to receive funding from the Statewide Park Development and Community Revitalization Act of 2008?**

Answer: Based on the guidelines of the Act, this project appears to be eligible but Riverside County Transportation Department has not has not applied for this funding opportunity before.

## **Additional Project Characteristics**

**16 Explain how the project addresses environmental, social, economic, or public health issues or provide benefits not previously discussed?**



**Answer:** This project will increase the quality of life for residents within this community. Residents in Mecca are low-income and have limited access to private transportation. Typically, residents access services by walking or biking to downtown Mecca. Once residents are in downtown, they are able to access public, social, educational, medical, and retail opportunities. This will help beautify the community and help attract future investments and hence reducing the need for residents to travel to nearby cities to access resources. These nearby resources help reduce the financial burden of needing transportation to other locations.

The creation of the proposed pocket park and tree canopies will help increase the overall public health in the community. Physical activity has been proven to decrease heart disease, obesity, depression and various negative health issues. This project will give the community a sense of pride and accommodations to want to get outdoors and socialize as a community.

This project will provide a canopy for residents along the project limits to walk downtown and enjoy sporting events at the Mecca Sports Complex. The existing conditions in the project limits discourage residents from utilizing active transportation during the intense desert heat in summer months and there is little to no wind barrier during the remainder of the year. These trees will help block the intense sun and help block wind as well.

**17 Describe how the project uses anti-displacement strategies.**

**Answer:** Not applicable; this project does not acquire additional land not part of road easement or already owned by the County; therefore residents are not displaced.

**18 Describe the type of irrigation system included in the project.**

**Answer:** The overall design of this project will include a proper irrigation system that will utilize existing water system as well as natural bioswales and permeable surfaces.

## **Project Readiness**

**19 Describe the status of the following items, including anticipated timing for completion of each:**

- **Preliminary designs**
- **Environmental documentation**
- **Necessary permits and long-term operation and maintenance commitments and agreements**
- **For projects including an acquisition: detailed appraisal and/or comparable sales data; preliminary title report; negotiations with a willing seller.**

**Answer:** The submitted layout represents the conceptual design and layout for the proposed project. The design can be completed within 6 months after grant funds have been allocated.

**20 List all other sources of funding and amounts already committed to the project and expected timing of funds.**

**Answer:** No funding is currently available for the proposed project. However, Riverside County Transportation Department has allocated funds for the design of the street improvements project for the intersection of 66th and Hammond Road.

**21 If funding is not received from other sources, is the requested grant amount sufficient to complete the project?**

**Answer:** No additional funding has been awarded or set aside for this project. The amount requested in this funding application is sufficient to support this project in its entirety.

**22 List the legal owners for each parcel within the project footprint and the status of notifications, negotiations, agreements, etc. to implement the project.**

**Answer:** Based on recent evaluations, no additional Right-of-Way is needed but the project may need temporary construction easements from a few property owners along Coahuilla and Date Palm Streets.

**23 List all entities with jurisdiction over the project and the status of notifications, agreements, meetings, etc.**

**Answer:** Riverside County will be the primary jurisdiction responsible for carrying out this project.

## **Organizational Capacity**

**24 Describe your organization's experience in completing this type of project?**

**Answer:** Riverside County has extensive experience in handling federal and state grants. Riverside County Transportation Department has delivered many capital projects including sidewalk, road construction, and drainage improvements in Mecca area specifically.



25 Identify the project's fiscal sponsor and explain their role, if applicable.

Answer: Riverside County Transportation Department is the lead agency to accept grant, perform any necessary environmental clearance, construct and maintain the project.

26 Describe all past state grants from other agencies including the project name and year.

Answer: Riverside County Transportation Department has been awarded the following grants:

Neighborhood & Regional Mobility Plans for Thermal/Oasis Sustainable Comm.FY16/17 Apr-16  
Cabazon Safe Routes to School Sidewalk Safety Improvements ATP Cycle 3 May-16  
Thousand Palms Sidewalk Safety Improvement ATP Cycle 2 May-15  
Mecca Sidewalk and Roadway Safety Improvements ATP Cycle 2 May-15  
Camino Aventura Sidewalk Safety Improvements ATP Cycle 2 May-15  
Grapefruit Blvd/4th Street Pedestrian Rdwy Safety Imp. ATP Cycle 1 May-14  
Clark Street Sidewalk and Intersection Safety Imp. ATP Cycle 1 May-14  
Gilman Springs Road -Roadway Improvements HSIP8 Aug-16  
Reche Vista Guardrail HSIP Jul-16  
Traffic Signal - Market & Agua Mansa HSIP  
Realign Leon Road HSIP  
Traffic signal - Rubidoux Blvd & 28th HSIP  
Gilman Springs Road - Shoulder Widening HSIP Feb-10  
Gilman Springs Road - Horizontal Curves HSIP  
Traffic signal - Cajalco Road HSIP  
Cajalco - two-way left turn lane HSIP7 Jun-15  
Harrison 54th, San Timoteo Canyon Road HSIP7  
Set-aside Guardrail Upgrade HSIP9 Aug-18  
Set-aside for Horizontal Curve Signage HSIP9 Aug-18  
Set-aside for High Friction Surface Treatment HSIP9 Aug-18  
Old Elsinore Road HSIP9 Aug-18  
Gilman Springs Rd Horizontal and Vertical Alignments HSIP6 Jul-13  
Grapefruit & 62nd Traffic Signal HSIP6 Jul-13  
DePortola - Shoulder Pave HSIP6 Jul-13  
County-wide Wind Signs HSIP5 Jul-12  
Thousand Palms Widening HSIP5 Jul-12  
Traffic signal - Cajalco & Alexander HSIP4 Nov-10

**Templates for the other attachments can be found on the Urban Greening Website.**

#### Certification And Submission Statement

Please read before signing and submitting application.

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: Panpradith

Submitter Initials:

Submission Date:

## APPENDIX O- SAMPLE GRANT AGREEMENT

### GRANT AGREEMENT State of California - The Natural Resources Agency

**Grantee Name:**

**Fiscal Sponsor (If applicable):**

**Project Title:**

**Agreement Number:**

**Authority:** Senate Bill (SB) 859

**Program:** Urban Greening Grant Program

### PROJECT DESCRIPTION

**Brief Description:**

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to preserve, enhance, increase or establish community green areas such as urban forest, open spaces, wetlands and community spaces, in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

### TERMS AND CONDITIONS OF GRANT

#### Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Urban Greening Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how non-invasive, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in



developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

4. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by XX/XX/20XX.
5. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
6. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of twenty (20) years satisfactory to the State for all land to be improved under this Agreement.

### **General Provisions**

#### **A. Definitions**

1. The term "Act" means Senate Bill (SB) 859.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
9. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
11. The term "Payment Request Form" means Form RA212.
12. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.



14. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

#### B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2021**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.



8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project in accordance with the intent of the Act.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

### C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
  - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by



the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

#### D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2021**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

#### E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the



Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

#### F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

#### G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

#### H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.



2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of XX YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.



**K. Severability**

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

**L. Waiver**

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

**M. Assignment**

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

**N. Disputes**

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

**O. Audit Requirements**

Urban Greening projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.