

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



ITEM: 16.1  
(ID # 27203)

**MEETING DATE:**  
Tuesday, March 18, 2025

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

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Grant Agreement G24-089 with the State Coastal Conservancy and Adopt Resolution No. 2025-003 Authorizing the Acceptance of grants funds from the State Coastal Conservancy; District 2. [\$11,376,373]

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

1. Approve Grant Agreement G24-089 between the State Coastal Conservancy and the Riverside County Regional Park and Open-Space District (RivCoParks);
2. Adopt Resolution No. 2025-003 authorizing the Riverside County Regional Park & Open-Space District (RivCoParks) to accept grant funds from the Coastal Conservancy under Proposition 68 and Proposition 84;
3. Authorize the General Manager, or designee, to execute the grant agreement and to take all actions necessary to administer said agreement; and
4. Instruct the Clerk of the Board to return one copy of the resolution to the Riverside County Regional Park & Open-Space District.

**ACTION:**Policy

  
Kyla R. Brown, General Manager 3/3/2025

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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 18, 2025  
xc: Parks

Kimberly A. Rector  
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>	\$ 11,376,373	\$ 0	\$ 11,376,373	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 33100 Park Acquisition &amp; Development, District</b>			<b>Budget Adjustment:</b>	NO
			<b>For Fiscal Year:</b>	24/25

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

**Summary**

The State Coastal Conservancy (Conservancy) funds a wide variety of projects along the California coast, San Francisco Bay, and in coastal watersheds to increase availability of beaches, parks and trails for the public, protect and restore natural lands and wildlife habitat, preserve working lands, and increase community resilience to the impacts of climate change.

The Conservancy will fund most stages of a project including: pre-project feasibility studies, property acquisition, project planning including community involvement, design, environmental review, permitting, construction, and project-related monitoring.

The Conservancy uses project selection criteria to communicate priorities to potential applicants and project partners, to evaluate grant applications, and to select projects for funding. Multi-benefit projects, projects that serve disadvantaged communities, and projects that advance the objectives in their 2023 – 2027 Strategic Plan and regional and statewide plans will receive higher priority for funding.

Riverside County Regional Park and Open-Space District (RivCoParks) applied for and has subsequently been awarded \$9,200,000 million in grant funding from the Conservancy under Proposition 68 and Proposition 84. The Santa Ana River Trail Green River Golf Club Segment will be a 1.71-mile Class 1 asphalt and decomposed granite equestrian and pedestrian trail. This segment will run from the Santa Ana River Trail's Orange County line south of the Burlington North Santa Fe ("BNSF") railroad, through the Green River Golf Club, and connect to the existing trail at the Chino Hills State Park boundary. This segment will include two bridges: (1) a vehicular bridge over the BNSF railroad tracks, and (2) a pedestrian bridge over Aliso Creek. The multi-use trail will serve pedestrians, hikers, bicyclists, and equestrians. Planning and environmental review documents for this project are being completed by RivCoParks utilizing funding from a previous grant from the Conservancy.

Construction of the Santa Ana River Trail Green River Golf Club Segment has been split into two phases. The project, which consists of Phase 1, will complete acquisitions for right of way, and construct the 1.71-mile trail. Phase 2 will be implemented after completion of Phase 1 and will include the construction of the BNSF railroad and Aliso Creek bridges. Due to safety concerns, this trail segment will remain closed until both phases are completed.

The proposed resolution is a requirement of the grant process and authorizes RivCoParks to accept grant funding.

**Impact on Residents and Businesses**



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

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

**Additional Fiscal Information**

\$7,200,000 of the grant funding from the Conservancy will be under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68, Public Resources Code (PRC) Sections 80000-80173). Chapter 7 of Proposition 68 authorizes grants for projects consistent with the Conservancy's Santa Ana River Conservancy Program (PRC Section 80100(a)(2)). This project is consistent with the Santa Ana River Conservancy Program. Entities receiving grants under this chapter must provide a 20% match (PRC section 80100(b)). Consistent with this section, the RivCoParks is providing \$2,176,373 in matching funds.

The remaining \$2,000,000 of the grant funding from the Conservancy will be under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). There is no match requirement associated with this funding.

Overall, the funding includes \$7.2 million in Proposition 68 grant funding, \$2,176,373 in matching funds, and \$2 million in Proposition 84 grant funding. This totals \$11,376,373 in funding.

**ATTACHMENTS:**

- Grant Agreement G24-089
- Resolution 2025-003

  
Douglas Ordóñez Jr. 3/5/2025

  
Aaron Gettis, Chief of Deputy County Counsel 3/5/2025

2  
3 RESOLUTION NO. 2025-003

4  
5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY  
6 REGIONAL PARK AND OPEN-SPACE DISTRICT APPROVING THE GRANT  
7 FUNDS FROM THE STATE COASTAL CONSERVANCY FOR SANTA ANA RIVER  
8 TRAIL GREEN RIVER GOLF CLUB SEGMENT PHASE 1 CONSTRUCTION  
9 PROJECT.

10 WHEREAS, the Legislature of the State of California has established the State  
11 Coastal Conservancy ("Conservancy") under Division 21 of the California Public  
12 Resources Code, and has authorized the Conservancy to award grants to public agencies  
13 and nonprofit organizations to implement the provisions of Division 21; and

14 WHEREAS, the Conservancy awards grants for projects that it determines are  
15 consistent with Division 21 of the Public Resources Code and with the Conservancy's  
16 Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of  
17 limited funding.

18 WHEREAS, at its November 21, 2024 meeting, the Conservancy adopted a  
19 resolution authorizing a grant to Riverside County Regional Park and Open-Space District  
20 ("grantee") for Santa Ana River Trail Green River Golf Club Segment Phase 1  
21 Construction project, ("the project"). The resolution was adopted by the Conservancy  
22 pursuant to and is included in the Conservancy November 21, 2024 staff recommendation,  
23 a copy of which is on file with the grantee and with the Conservancy.

24 NOW, THEREFORE, be it resolved that the grantee hereby:

- 25 1. Approves the award of grant funding from the Conservancy for the project.  
26 2. Acknowledges that it has or will have sufficient funds to complete the project and, if  
27 any property is acquired as part of the project to operate and maintain the property,  
28 and, if any facilities are constructed as a part of the project, to operate and maintain  
the facilities for a reasonable period, not less than the useful life of the facilities.



- 1 3. Agrees to be bound by all terms and conditions of the grant agreement and any other  
2 agreement or instrument as may be required by the Conservancy and as may be  
3 necessary to fulfill the terms of the grant agreement and to complete the project.  
4 4. Authorizes the General Manager or designee to act as a representative of the  
5 grantee, to negotiate and execute on behalf of the grantee all agreements and  
6 instruments necessary to complete the project and to comply with the Conservancy's  
7 grant requirements, including, without limitation, the grant agreement.  
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13 ROLL CALL:

14 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

15 Nays: None

16 Absent: None  
17

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

20 KIMBERLY A. RECTOR, Clerk of said Board

21 By:   
22 Deputy

STATE OF CALIFORNIA  
State Coastal Conservancy  
**GRANT AGREEMENT**  
Grant - Rev 11/20

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

AGREEMENT NUMBER <b>G24-089</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>95-6000930</b>	


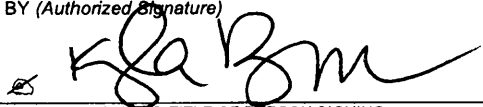
THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2025 in the  
State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME Riverside County Regional Park and Open-Space District	

Pursuant to Chapter 4.6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Riverside County Regional Park and Open-Space District ("the grantee") a sum not to exceed \$9,200,000 (nine million two hundred thousand dollars) ("funds"), subject to this agreement.

*Continued on the following pages.*

The provisions on the following pages constitute a part of this agreement.  
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Riverside County Regional Park and Open-Space District			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Kyla Brown, General Manager			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 4600 Crestmore Road Jurupa Valley, CA 92509 Phone: (951) 955-4398			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$9,200,000.00</b>	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Safe Drinking Water,...(Prop 84)/ CA. Drought,...(Prop 68)			I certify that this agreement is exempt from Department of General Services' approval.  Erika Gomez Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	FUND ITEM 3760-10-6051-00-008(A) = \$2,000,000.00 3760-101-6088-00009(A) = \$2,221,187.93 3760-101-6088-00009(A)(2) = \$1,580,000.00 3760-101-6088-00009(A)(2) = \$698,812.07 3760-101-6088-00009(A)(2) = \$2,700,000.00	CHAPTER 23/19 35/24 35/24 35/24 12/23	STATUTE 2019 2020 2021 2022 2023	FISCAL YEAR 19/20 20/21 21/22 22/23 23/24	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$9,200,000.00</b>	PROJECT NAME Santa Ana River Trail Green River Golf Club Segment Phase 1 - Construction				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER		DATE			

MAR 18 2025 16.1

FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

## **I. SCOPE OF AGREEMENT**

The grantee shall use the funds to complete the following project ("the project") along the Santa Ana River in the City of Corona, Riverside City, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of the construction of a 1.6 – 1.8 mile segment of the Santa Ana River Trail, running from the Santa Ana River Trail's Orange County line south of the Burlington North Santa Fe (BNSF) railroad, through the Green River Golf Club, and connect to the existing trail at the Chino Hills State Park boundary. Construction of the trail segment includes construction of two bridges, a vehicular bridge over the BNSF railroad tracks, and a pedestrian bridge over Aliso Creek. The project also includes acquisition of rights-of-way necessary for the trail construction.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

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

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
  - a. A work program for the project, as provided in section V. WORK PROGRAM.
  - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section VI. SIGNS AND ACKNOWLEDGMENT.
  - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section VII. BONDING.
3. The grantee has provided to the Conservancy:
  - a. A statement identifying and confirming that it has obtained all permits and approvals necessary to the completion of the project under applicable local, state, and federal laws and regulations.



- b. Evidence the grantee has provided for required insurance coverage, including additional insured endorsement, as described in section XVI. INSURANCE.

### **III. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on January 31, 2048 (“the termination date”) unless terminated early as provided in this agreement. However, the grantee shall complete all work by January 31, 2028 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than February 29, 2028.

### **IV. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its November 21, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 1. This agreement is executed under that authorization.

## **Standard Provisions**

### **V. WORK PROGRAM**

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program must include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the date for completing each project component and showing how the project will be completed by the completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. The grantee shall review the plans with Conservancy staff, on-site if feasible.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall construct the project in accordance with the approved work program.

### **VI. SIGNS AND ACKNOWLEDGMENT**

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

The plan must commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide to the grantee specifications for the signs. The signs must also acknowledge funding from the California Drought, Water, Parks,

Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68). The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

## **VII. BONDING**

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, the grantee shall not begin construction until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement does not apply to any contract for less than \$250,000.

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

## **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with section X. PROJECT COMPLETION, and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses in accordance with the rates set forth in "SCC Travel Reimbursement Rates for Grants and Contracts," as posted on the Conservancy's website at [scc.ca.gov](http://scc.ca.gov). The



Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the forms. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount

allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section III. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section VI. SIGNS AND ACKNOWLEDGMENT.
3. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer or the grantee's Public Works Director, and a copy of "as built" drawings of the completed project.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section VIII. COSTS AND DISBURSEMENTS. The project will be deemed complete as of the date of the letter.

#### **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

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

Before the project is complete, the Conservancy may terminate this agreement for any reason by providing the grantee with thirty days notice in writing. Before the project is complete, the Conservancy may suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any

notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. OPERATION AND MAINTENANCE**

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

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

## **XIII. MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment



elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

#### **XIV. INSPECTION**

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

#### **XV. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section XV. INDEMNIFICATION AND HOLD HARMLESS will survive termination of this agreement.

#### **XVI. INSURANCE**

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
c. Worker's Compensation	Worker's compensation as required by law.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Waiver of Subrogation. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this

provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

5. **Acceptability of Insurers.** Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. **Verification of Coverage.** The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. **Contractors.** The grantee shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

## **XVII. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction, of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees, and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

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

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XVIII. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **XIX. NONDISCRIMINATION**

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



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

## **XX. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **XXI. PREVAILING WAGE**

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

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, “Information on Prevailing Wage Laws for State Coastal Conservancy Grantees” (2023), available from the Conservancy on request; which provides general information and is not legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

## **XXII. DRUG-FREE WORKPLACE**

The grantee’s signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or

organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

#### **XXIII. XXIV EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

#### **XXIV. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

#### **XXV. ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

#### **XXVI. TIMELINESS**

Time is of the essence in this agreement.

**XXVII. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**XXVIII. AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

COASTAL CONSERVANCY

Staff Recommendation

November 21, 2024

**SANTA ANA RIVER TRAIL  
GREEN RIVER GOLF CLUB SEGMENT PHASE 1 - CONSTRUCTION**

Project No. 11-023-07

Project Manager: Rodrigo Garcia

**RECOMMENDED ACTION:** Authorization to disburse up to \$9,200,000 to the Riverside County Regional Park and Open-Space District to implement the Santa Ana River Trail Green River Golf Club Segment Phase 1 Construction project, consisting of the construction of 1.71 miles of the Santa Ana River Trail in Riverside County; and adoption of findings under the California Environmental Quality Act.

**LOCATION:** Santa Ana River Parkway, along the Santa Ana River in Riverside County

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EXHIBITS

Exhibit 1: Project Location Map

Exhibit 2: Project Photos

Exhibit 3: Project Letters

Exhibit 4: Santa Ana River Trail – Phase 6 through Green River Golf Club  
Mitigated Negative Declaration

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**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed nine million two hundred thousand dollars (\$9,200,000) to the Riverside County Regional Park and Open-Space District (“the grantee”) to implement the Santa Ana River Trail Green River Golf Club Segment Phase 1 Construction project, consisting of the construction of 1.71 miles of the Santa Ana River Trail in Riverside County (the “project”).



Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgement of Conservancy funding and Proposition 68 as the source of that funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

**Findings:**

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 4.6 of Division 21 of the Public Resources Code, regarding the Santa Ana River Conservancy Program and funding for recreational opportunities and trails.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.
3. The Conservancy has independently reviewed and considered the Santa Ana River Trail – Phase 6 through Green River Golf Club Initial Study/Mitigated Negative Declaration adopted by the Riverside County Regional Park and Open-Space District on January 25, 2022, pursuant to the California Environmental Quality Act (“CEQA”) and attached to the accompanying staff recommendation as Exhibit 4. The Conservancy finds that the proposed project as designed and mitigated avoids, reduces, or mitigates the potentially significant environmental effects to a less-than-significant level, and that there is no substantial evidence based on the record as a whole that the project will have a significant effect on the environment.

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## **STAFF RECOMMENDATION**

### **PROJECT SUMMARY:**

Staff recommends the Conservancy authorize a grant of up to \$9,200,000 to the Riverside County Regional Park and Open-Space District (“District”) to implement the Santa Ana River Trail Green River Golf Club Segment Phase 1 Construction project, consisting of the construction of 1.71 miles of the Santa Ana River Trail in Riverside County (the “project”).

Since the 1950’s, citizen groups have worked with leaders in the watershed to develop a 100-mile trail running adjacent to the Santa Ana River. Their goal is to create a lively parkway connecting playgrounds, schools, ball fields, commercial centers, golf courses, equestrian facilities, and neighborhoods to natural areas with a linear trail along the river corridor. The proposed project brings this vision one step closer to completion.

The Santa Ana River Trail Green River Golf Club Segment will be a 1.71-mile Class 1 asphalt and decomposed granite equestrian and pedestrian trail. This segment will run from the Santa Ana River Trail's Orange County line south of the Burlington North Santa Fe ("BNSF") railroad, through the Green River Golf Club, and connect to the existing trail at the Chino Hills State Park boundary. This segment will include two bridges: (1) a vehicular bridge over the BNSF railroad tracks, and (2) a pedestrian bridge over Aliso Creek. The multi-use trail will serve pedestrians, hikers, bicyclists, and equestrians. Planning and environmental review documents for this project were completed by the District through a previous grant from the Conservancy.

Construction of the Santa Ana River Trail Green River Golf Club Segment has been split into two phases. The project, which consists of Phase 1, will complete acquisitions for right of way, and construct the 1.71 mile trail. Phase 2 will be implemented after completion of Phase 1 and will include the construction of the BNSF railroad and Aliso Creek bridges. Due to safety concerns, this trail segment will remain closed until both phases are completed.

**Site Description:** The Santa Ana River watershed drains approximately 3,200 square miles, including portions of San Bernardino, Riverside, and Orange counties. According to 2020 census data, the population of Orange County, Riverside County, and San Bernardino County combined is approximately 7.8 million. Currently the state's population is estimated to be 39.5 million. Thus, just less than 20 percent of all the people in the state live in these three counties.

Designated a National Recreation Trail in 1977, the Santa Ana River Trail has been under development for more than fifty years. Once completed, the Trail will extend over 100 miles from the San Bernardino Mountains westward to the coast. It will be one of the longest urban recreation and river parkways in the United States, serving pedestrians, cyclists, commuters, and equestrians.

The Santa Ana River watershed supports hundreds of species of birds, fish, and amphibians, including more than a dozen protected rare or endangered species such as least Bell's vireo, the Santa Ana sucker, San Bernardino kangaroo rat, and the Santa Ana River woollystar.

The upper portion of the watershed is in the San Bernardino National Forest. The middle section crosses the Inland Empire, through the urbanized areas of San Bernardino and Riverside counties. Throughout this region, the Santa Ana River is a wide, braided channel with flood control levees protecting urban development. Below this section through most of Orange County, the Santa Ana River is a concrete-encased flood control channel that leads to the coast. The mouth of the Santa Ana River between Huntington Beach and Newport Beach is part of the 1,000-acre Orange Coast River Park.

**Grant Applicant Qualifications:** The District was created by the electorate in November 1990 and formed on January 29, 1991. The District is an independent agency governed by the Riverside County Board of Supervisors, which sits as the District's Board of Directors. The District has extensive experience with project planning and implementation, as it manages more than 44,000 acres, including 40 parks, reserves, historic and archaeological sites, and 90 miles of regional trails. The District has successfully managed several previous grant funds from the Conservancy for design and construction of the Santa Ana River Trail and Parkway.

**CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

**Selection Criteria****1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the "Consistency with Conservancy's Strategic Plan" section below.

**2. Project is a good investment of state resources.**

The proposed project provides recreation and health benefits to residents and visitors of the Santa Ana River Trail by constructing a segment of the trail to be used for walking, biking, and nature viewing. The project additionally supports the recreational goals of the 2018 Santa Ana River Parkway and Open Space Plan prepared by the Conservancy.

**3. Project benefits will be sustainable or resilient over the project lifespan.**

Portions of the Santa Ana River Trail Parkway were designated a National Recreation Trail in November 1976 linking the San Bernardino Mountains to the Pacific Ocean. The National Park Service has indicated its interest in designating the entire trail, once completed, as a National Recreation Trail. When complete, it will be one of the longest urban recreation river parkways in the United States providing recreational opportunities to residents and visitors of the area.

**4. Project delivers multiple benefits and significant positive impact.**

The proposed project will bring the Santa Ana River Trail closer to completion providing the surrounding communities with access to the outdoors. The trail will increase urban greening, carbon sequestration through tree planting, and provide equitable public access and recreation.

**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$9,200,000</b>
Riverside County Regional Park and Open-Space District	\$2,176,373
<b>Project Total</b>	<b>\$11,376,373</b>

The anticipated source of Conservancy funding for this project will come from two sources:

\$7,200,000 is from FY 2020/2021, 2021/2022, 2022/2023, and 2023/2024 appropriations to the Conservancy from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68, Public Resources Code (PRC) Sections 80000-80173). Chapter 7 of Proposition 68 authorizes grants for projects consistent with the Conservancy's Santa Ana River Conservancy Program (PRC Section 80100(a)(2)). This project is consistent with the Santa Ana River Conservancy Program, as discussed in the "Consistency with Conservancy's Enabling Legislation" section, below. Entities receiving grants under this chapter must provide a 20% match (PRC section 80100(b)). Consistent with this section, the District is providing \$2,176,373 in matching funds.

The remaining \$2,000,000 is from a FY 2019/2020 appropriation to the Conservancy from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). Chapter 5 of Proposition 84 provides funding for projects to expand and improve the Santa Ana River Parkway, in consultation with local government agencies. This project will expand the Santa Ana River Parkway, and the planning for the project was performed in conjunction with local government agencies and nonprofits through the Policy Advisory Group of the Santa Ana River Conservancy.

**CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

The proposed project is consistent with Chapter 4.6 of Division 21 of the Public Resources Code, Sections 31170 – 31180, regarding the Santa Ana River Conservancy Program. Section 31173 states that the Conservancy may undertake projects and award grants to public agencies to help achieve the program goals of recreational opportunities and trails. It further states that the Conservancy may undertake projects for “public access to, enjoyment of, and enhancement of recreational and educational experience on program lands in a manner consistent with the protection of land and natural resources and economic resources in the area.” Section 31174(c) requires prioritization of river-related projects that create expanded opportunities for recreation.

Consistent with these requirements, the proposed project will help implement the Santa Ana River Trail and Parkway, which will become a major inland trail connecting to the California Coastal Trail and will expand opportunities for recreation near the river.

**CONSISTENCY WITH CONSERVANCY'S 2023-2027 STRATEGIC PLAN:**

Consistent with **Goal 2.4 Build Trails**, the proposed project will build a 1.71-mile segment of the Santa Ana River Trail.

**CEQA COMPLIANCE:**

On January 25, 2022, the District adopted the Santa Ana River Trail Phase 6 through Green River Golf Club Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) and approved the Santa Ana River Trail Phase 6. The proposed project is analyzed in the MND. Staff concurs that there is no substantial evidence that the proposed project will have a significant effect on the environment.

The IS/MND identified potentially significant environmental effects in the areas of aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and tribal cultural resources. With the project's incorporated mitigation measures, summarized below and available on Exhibit 4, these environmental effects will be less than significant.



### Aesthetics

The project could result in potential light/glare impacts during the construction process. Although it is not anticipated that construction would be capable of producing substantial daytime glare, there is a potential for up to four nights of nighttime construction. There is a potential that nighttime lighting could be visible to motorists along SR-91 or residential uses east of the Santa Ana River. Mitigation Measure AES-2 (See Exhibit 4, page 4.1-1) will reduce short-term construction impacts to less than significant.

### Biological Resources

The MND assesses the potential impact on special status species, including those identified by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service. While various species of wildlife were observed on site, including Cooper's hawk, tricolored blackbird, and least Bell's vireo, most impacts would be mitigated under the Western Riverside County Multiple Species Habitat Conservation Plan. Key measures to reduce impacts include controlling stormwater runoff, limiting toxic exposure, managing invasive plant species, and minimizing disruption to habitats during breeding season. With implementation of Mitigation Measures BIO-1 through BIO-5 (See Exhibit 4, page 4.4-1), potential impacts to sensitive biological species would be reduced to a less than significant level.

The Habitat Assessment identified various natural vegetation communities, including Coastal Sage Scrub, elderberry savannah, disturbed mule fat scrub, non-native grassland, and others, as well as riparian features like the Santa Ana River and Aliso Canyon. Temporary and permanent impacts on these habitats will be mitigated through a range of measures, including habitat restoration, environmental awareness training for workers, limiting vegetation removal to non-native species, and adhering to the Migratory Bird Treaty Act. Additionally, best management practices will be implemented to control pollutants and erosion, while noise, water quality, and hazardous materials will be managed to prevent adverse effects. With implementation of Mitigation Measures BIO-2 through BIO-13 (See Exhibit 4, page 4.4-1), potential impacts would be reduced to less than significant levels in this regard.

The project will have a less than significant impact on the movement of native or migratory wildlife with mitigation measures in place. The project site is located near important wildlife corridors such as the Santa Ana River, Aliso Creek, and Chino Hills State Park, which support species like coyotes, bobcats, and various migratory birds. The northern part of the area is within a core linkage zone connecting Orange and San Bernardino counties, crucial for species such as the Santa Ana sucker and mountain lion. The implementation of Mitigation Measures BIO-2 through BIO-6 (See Exhibit 4, page 4.4-1), including worker training, installation of barriers, and adherence to the Migratory Bird Treaty Act, will ensure minimal disruption to wildlife movement and reduce impacts to less than significant.

The proposed project will have a less than significant impact on any adopted Habitat Conservation Plan or Natural Community Conservation Plan, with mitigation measures in place. While the project will result in minor permanent impacts to 0.003 acres of riverine resources and 0.010 acres of suitable riparian habitat for the least Bell's vireo, these impacts are limited

relative to the remaining habitat in the area. Mitigation measures, including habitat enhancement at the San Timoteo Canyon Mitigation Site, environmental awareness training, construction fencing, and adherence to the Migratory Bird Treaty Act, will minimize the project's effects. As a result, the project's impacts are not expected to conflict with conservation plans. With implementation of Mitigation Measures BIO-1 through BIO-13 (See Exhibit 4, page 4.4-1), impacts would be reduced to less than significant levels.

### Cultural Resources

The Cultural Resources Assessment concluded that the proposed project would not cause a significant adverse change to historical resources, with mitigation measures in place. A survey and search of historical and archaeological records revealed two historic sites within the project area: CA-RIV-5522H and CA-RIV-3693H. Both were found to lack sufficient integrity and were recommended ineligible for listing on the National Register of Historic Places or California Register of Historical Resources. Additional built-environment resources, such as the Green River Golf Club and a 0.5-mile segment of the BNSF railroad, were also deemed ineligible for listing. Mitigation measures include cultural resource monitoring during excavation and cultural sensitivity training for construction personnel. With implementation of Mitigation Measures CUL-1 through CUL-5 (See Exhibit 4, page 4.5-1), potential impacts to unknown archaeological resources will be reduced to less than significant levels.

While the potential for encountering archaeological resources during construction is moderate, implementation of Mitigation Measures CUL-1 through CUL-5 (See Exhibit 4, page 4.5-1), including monitoring, cultural sensitivity training, and halting work if resources are found, will ensure that impacts are less than significant.

The project site is not expected to contain human remains due to previous disturbances, and no conditions suggest their presence. However, if human remains are accidentally discovered during construction, State laws, including California Health and Safety Code Section 7050.5, require work to stop in the area until the County Coroner is notified, and the Native American Heritage Commission is consulted if necessary. Mitigation Measure CUL-6 (See Exhibit 4, page 4.5-1) ensures proper handling and treatment of any remains found. With adherence to these procedures, impacts related to disturbing human remains would be less than significant.

### Geology and Soils

The project site is in an area affected by regional active faults, posing potential seismic hazards such as ground shaking. While no active or inactive faults exist directly within the vicinity and the risk of primary seismic hazards is low, secondary hazards may occur due to proximity to regional faults. The proposed trail does not include habitable structures, but the bridge structures over the BNSF railroad and Aliso Canyon could be vulnerable to seismic damage. To minimize this risk, the Geotechnical Report recommends seismic design features, including isolation bearings and compliance with local building standards. With Mitigation Measure GEO-1 (See Exhibit 4, page 4.7-1), impacts from seismic ground shaking would be less than significant.

The project site is in an area with moderate susceptibility to liquefaction, which can occur during strong seismic activity when loose, cohesionless soils lose strength and behave like a liquid. Although the site is not officially mapped in a liquefaction zone, the geotechnical analysis indicates a potential risk due to shallow groundwater and the site's sloping nature. The primary concern involves the bridge structures, which may be vulnerable to seismic-related ground failure. To address these risks, the Geotechnical Report recommends ground improvement techniques and structural solutions for the bridge foundations. Compliance with the District's standards and building codes, along with Mitigation Measure GEO-2 (See Exhibit 4, page 4.7-1), would reduce the potential impacts to less than significant.

The project is not expected to cause significant impacts with mitigation measures incorporated related to unstable soils or ground motion, such as landslides, lateral spreading, subsidence, or liquefaction. The project will not affect subsurface geology significantly or introduce structures that could exacerbate soil instability. It will adhere to the District's Trail Development Standards, the California Building Code, and local regulations. Additionally, the implementation of Mitigation Measures GEO-1 and GEO-2 (See Exhibit 4, page 4.7-1), based on recommendations from the Geotechnical Report, will further address and minimize potential hazards related to seismic activity and unstable soils. With these measures, impacts are anticipated to be less than significant.

The project is expected to have less than significant impacts with mitigation measures incorporated related to expansive soils. The project will adhere to relevant building standards and codes. With Mitigation Measure GEO-3 (See Exhibit 4, page 4.7-1) in place, risks associated with expansive soils are anticipated to be minimized to less than significant levels.

The project is expected to have less than significant impacts on unique paleontological resources or geologic features after mitigation measures are incorporated. Although no paleontological resources were found on-site, and the area has been largely disturbed, certain geologic units with high potential for significant paleontological finds are present near the site. To mitigate potential impacts, Mitigation Measure GEO-4 (See Exhibit 4, page 4.7-1) includes training for field personnel, monitoring at high-sensitivity areas, and special handling and reporting procedures for any fossils discovered. Collected resources will be curated at accredited repositories, and a final report will summarize the monitoring efforts. With this measure in place, potential impacts to paleontological resources are anticipated to be minimized.

#### Hazards and Hazardous Materials

The project could potentially release hazardous materials during construction, especially in areas near the BNSF railroad where contaminants such as petroleum hydrocarbons, lead, and creosote may be present. Mitigation Measures HAZ-1 and HAZ-2 (See Exhibit 4, page 4.9-1) require soil sampling and proper handling of contaminated materials to reduce the risk of accidental release. Additionally, past soil contamination from a removed underground storage tank at the Green River Golf Club is not expected to impact the project. The presence of polychlorinated biphenyls (PCBs) in electrical transformers will be managed according to proper

procedures. With Mitigation Measures HAZ-1 through HAZ-3 (See Exhibit 4, page 4.9-1) in place, potential hazards from hazardous materials are expected to be less than significant. Long-term, the project will not pose significant risks as no hazardous material-related land uses will be introduced.

The project site is located within a moderate to high fire hazard severity zone, though not in a very high-risk area. While the site is near steep slopes and prone to seasonal dry weather and winds, the project does not include new structures that would be vulnerable to wildfires. However, trail users could be exposed to wildfire risks. To mitigate this, local fire departments will develop a fire response plan with standard protocols for communication and trail access restrictions during high fire danger periods. With Mitigation Measure WF-1 (See Exhibit 4, page 4.20-1) in place, the risk of wildfire exposure is considered less than significant.

#### Tribal Cultural Resources

The consultation process for the proposed project as required under AB 52 was completed and no tribal cultural resources were identified within the project area. In the event that previously unknown tribal cultural resources are encountered during the earth disturbing activities, implementation of Mitigation Measures CUL-1 through CUL6 (see Exhibit 4, page 4.5-1), would reduce impacts to less than significant levels.

With implementation of the project's mitigation measures, environmental effects to aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and tribal cultural resources will be less than significant. Staff recommends that the Conservancy find that the project as mitigated avoids, reduces or mitigates the potentially significant environmental effects to a level of less than significant and that there is no substantial evidence that the project will have a significant effect on the environment.

Upon approval of the project, Conservancy staff will file a Notice of Determination.