

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-328

SAP Number

REGIONAL PARKS DEPARTMENT

Department Contract Representative	<u>Beahtha R. Davis</u>
Telephone Number	<u>909-387-2340</u>
Contractor	<u>State Coastal Conservancy</u>
Contractor Representative	<u>Amy Hutzel</u>
Telephone Number	<u>510-286-1015</u>
Contract Term	<u>April 23, 2024 – January 31, 2046</u>
Original Contract Amount	<u>\$6,800,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$6,800,000</u>
Cost Center	<u>6520001000</u>

Briefly describe the general nature of the contract:

The Grant Agreement with the California State Coastal Conservancy in an amount of \$6,800,000 will reimburse Phase IV-A of the Santa Ana River Trail further connecting the trail from California Street to Orange Street in Redlands.

FOR COUNTY USE ONLY

<p>Approved as to Legal Fees Signed by:</p> <p><u>Suzanne Bryant</u></p> <p>Suzanne Bryant, Deputy County Counsel</p> <p>Date <u>4/19/2024</u></p>	<p>Reviewed for Contract Compliance</p> <p>_____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p><u>Beahtha R. Davis</u></p> <p>Beahtha R. Davis – Director Regional Parks</p> <p>Date <u>4/19/2024</u></p>
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STATE OF CALIFORNIA
 State Coastal Conservancy
GRANT AGREEMENT
 Grant - Rev 11/20

AGREEMENT NUMBER 23-130	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6002748	

THIS AGREEMENT is entered into this 23 day of April, 2024 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME County of San Bernardino	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 4.6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to County of San Bernardino ("the grantee") a sum not to exceed \$6,800,000 (six million eight 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.) County of San Bernardino		
BY (Authorized Signature) 		BY (Authorized Signature)  APR 23 2024		
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Rowe, Chair, San Bernardino County Board of Supervisors		
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 268 West Hospitality Lane, Suite 303 San Bernardino, CA 92408 Phone: (909) 387-2340		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$6,800,000.00	PROGRAM/CATEGORY Local Assistance/Other Local Assistance	FUND TITLE/PROP NO. General Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-601-0001(a) = \$2,687,200.00 3760-101-0001(F) = \$4,112,800.00	CHAPTER 249 21	STATUTE 2022 2021	FISCAL YEAR 22/23 21/22
TOTAL AMOUNT ENCUMBERED TO DATE \$6,800,000.00	PROJECT NAME Santa Ana River Trail San Bernardino Reach IV-A			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>				
NAME AND SIGNATURE OF ACCOUNTING OFFICER Roselin Devi		DATE 4/24/2024		

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

Erika Gomez

**Erika Gomez
Procurement and
Contracts Manager**

The grantee shall use the funds to complete the following project (“the project”) in the City of Redlands, San Bernardino County, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of the preparation of final designs, acquisition of rights-of-way, and construction of a 3.9-mile segment of the Santa Ana River Trail from California Street to Orange Street.

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 written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVI. INSURANCE.”

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1 and 2, and upon the Executive

Officer's review and approval of a separate work program for preparation of the plans, specifications and engineering work (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform such work.

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, 2046 ("the termination date") unless terminated early as provided in this agreement. However, the grantee shall complete all work by January 31, 2026 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than February 28, 2026.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 15, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. 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 completion date for each project component and a final project 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. For each project component, the project budget must list all intended funding sources, including the Conservancy's grant, all other sources of monies, materials, or labor. 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. 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 \$20,000.

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 at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. 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 shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

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

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A 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 withheld 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 or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy 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 liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

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, and Employer's Liability insurance.
 - d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage must be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage must be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

<p>a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i></p>	<p>\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.</p>
<p>b. Automobile Liability:</p>	<p>\$1,000,000 per accident for bodily injury and property damage.</p>
<p>c. Worker's Compensation and Employer's Liability:</p>	<p>Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.</p>
<p>d. Course of Construction:</p>	<p>"All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.</p>
<p>e. Property Insurance:</p>	<p>90 percent of full replacement cost of the facilities or structures.</p>

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.
 - a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

- c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project 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.

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 Current Status of Prevailing Wage Laws for State*

Coastal Conservancy Grantees (May 2018), 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.

Exhibit 1

Exhibit 1: Project Location Map

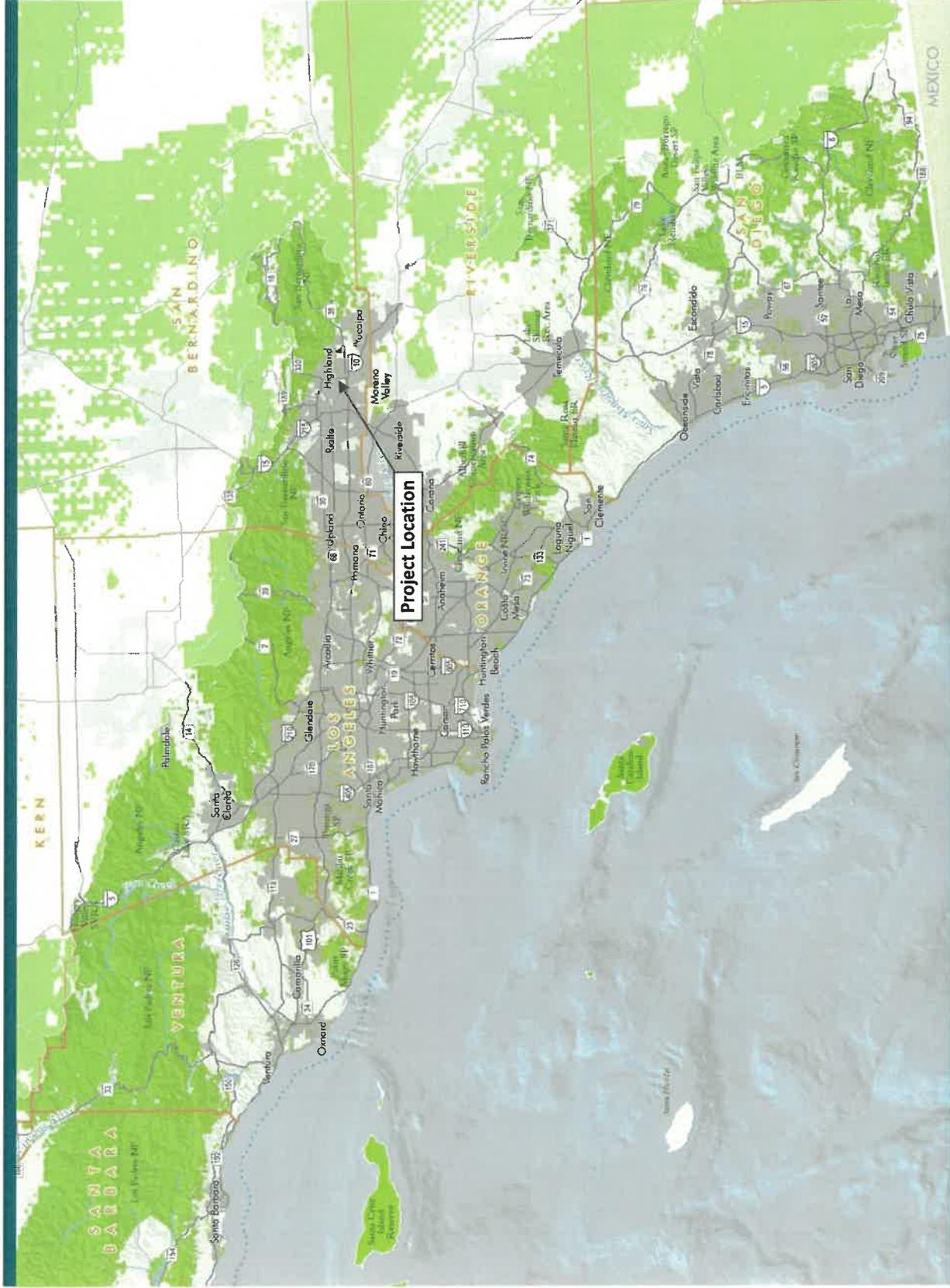


Exhibit 2

COASTAL CONSERVANCY

Staff Recommendation
February 15, 2024

**SANTA ANA RIVER TRAIL
SAN BERNARDINO REACH IV-A**

Project No. 13-015-04
Project Manager: Rodrigo Garcia

RECOMMENDED ACTION: Authorization to disburse up to \$6,800,000 to the County of San Bernardino to prepare final designs, acquire rights-of-way, and construct a 3.9-mile segment of the Santa Ana River Trail in San Bernardino County and adoption of findings under the California Environmental Quality Act.

LOCATION: City of Redlands, San Bernardino County

EXHIBITS

- Exhibit 1: [Project Location Map](#)
 - Exhibit 2: [Project Letters](#)
 - Exhibit 3: [Initial Study/Mitigated Negative Declaration](#)
 - Exhibit 4: [Initial Study/Mitigated Negative Declaration Addendum](#)
-

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 six million eight hundred thousand dollars (\$6,800,000) to the County of San Bernardino (“the grantee”) to prepare final designs, acquire rights-of-way, and construct a 3.9-mile segment of the Santa Ana River Trail in San Bernardino County.

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.
4. Evidence that all permits and approvals required to implement the project have been obtained.

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 Initial Study/Mitigated Negative Declaration for the Santa Ana River Trail (SART) Phase IV, Reach A adopted by the County of San Bernardino on April 21, 2020, and subsequent Addendum prepared by the County, pursuant to the California Environmental Quality Act ("CEQA") and attached to the accompanying staff recommendation as Exhibits 4 and 5, respectively. 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.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$6,800,000 grant to the County of San Bernardino to prepare final designs, acquire rights-of-way, and construct a 3.9-mile segment of the Santa Ana River Trail running from California Street to Orange Street in the City of Redlands, San Bernardino County. The proposed project will help further completion of the Santa Ana River Trail and Parkway which will become a major inland trail connecting to the California Coastal Trail.

In San Bernardino County, design and construction of the Santa Ana River Trail has been split into four phases: Phase I, II, III, and IV. Phase IV is subdivided into five smaller segments: Reach IV-A, IV-B, IV-C, IV-D, and IV-E (See Exhibit 1). Phase I was completed in 2007, Phase II was completed in 2005, Phase III is currently in construction, and Phase IV-A is the proposed project. Phases I, II, and III total 11 miles of trail starting at the San Bernardino – Riverside County line to California Street where the proposed project begins.

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 conceptual designs for Phase IV-A have been completed. The proposed project will finalize these designs, obtain required approvals from the City of Redlands to develop the trail on the City's existing right-of-way and potential acquisition of right-of-way from private homeowners, and construction. This segment will be a Class 1 bike trail and will include concrete paving and installation of retaining walls, access ramps, slope protection, fencing, signage and striping, culverts, and a steel bridge.

Site Description: The proposed project runs along the southern bank of the Santa Ana River and begins at California Street and spans 3.9 miles to Orange Street in the City of Redlands. 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 these three counties combined is 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.

Grant Applicant Qualifications: San Bernardino County has completed and opened two sections of the Santa Ana River Trail to the public. The first section extends from Waterman Avenue in San Bernardino west to La Cadena Avenue in the city of Colton. Construction of this section of the trail was completed in April of 2005. The second section starts at La Cadena Avenue in Colton and extends the trail to the Riverside-San Bernardino County line where it joined Riverside County's existing trail section. This section of the trail was completed in April 2007. All sections of the trail are maintained and monitored by San Bernardino County Regional Parks and San Bernardino County Department of Public Works. As part of this work, San Bernardino County has successfully managed four grants from the Conservancy.

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 planning and implementing a segment of 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.

5. Project planned with meaningful community engagement and broad community support.

The proposed project is identified in the Santa Ana River Parkway and Open Space Plan. Completion of the Santa Ana River Trail is the top priority of the plan. The plan was developed with rigorous community involvement and outreach through in-person community meetings, participation at local and regional events and through an online platform to allow comment and input through all stages of plan development. The County of San Bernardino has worked closely with the City of Redlands, the City of Highland, Inland Empire Biking Alliance, 31st District Representative Pete Aguilar, San Bernardino County 5th District Supervisor Joe Baca Jr., San Bernardino County Chair and 3rd District Supervisor Dawn Rowe, San Bernardino County Department of Public Health, San Bernardino County Department of Public Works, Riverside County Park and Open-Space District, City of Redlands Conservancy, and the San Bernardino County Transit Authority to ensure that the communities in and around the trail have input in the project design and planning.

PROJECT FINANCING

Coastal Conservancy	\$6,800,000
Project Total	\$6,800,000

The anticipated source of Conservancy funding for this project is a FY 2021/2022 and 2022/2023 appropriation to the Conservancy from the General Fund (The Budget Act of 2021, Section 19.57 as added by SB 170, Chapter 240, Statutes of 2021) specifically for the Santa Ana River Conservancy Program. The proposed project is consistent with the goals of the Santa Ana River Conservancy Program as discussed in the Consistency with the Conservancy’s Enabling Legislation section below.

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 plan and construct 3.9 miles of the Santa Ana River Trail.

CEQA COMPLIANCE:

On April 21, 2020, the County of San Bernardino adopted the Initial Study/Mitigated Negative Declaration for the Santa Ana River Trail (SART) Phase IV, Reach A (IS/MND) and the Mitigation Monitoring and Reporting Program (MMRP), and approved the Santa Ana River Trail (SART) Phase IV, Reach A project. On December 4th, 2023, the County prepared an Addendum to the IS/MND. The proposed project is analyzed in the IS/MND and Addendum. 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 biological resources, cultural resources, geology and soils, and tribal cultural resources. With the project's incorporated mitigation measures, summarized below and available on Exhibit 4, page 91, these environmental effects will be less than significant.

Biological Resources

A project-specific Focused Biological Assessment (FBA) for the Santa Ana River Trail Phase IV, Reach A was prepared by Natural Resources Assessment, Inc. (NRAI) in January 2019 to identify plant communities and assess the presence of suitable habitat for special-status plant and wildlife species. NRAI reviewed plant and wildlife species occurring within the project vicinity and conducted field surveys and observations of potential habitat for sensitive species. The FBA focused on the proposed trail alignment and its 25-foot buffer area of potential effect.

The FBA identified several potential impacts to sensitive biological resources within the proposed project's vicinity. Based on subsequent field surveys and an evaluation of the FBA the following plant species may be present within the proposed trail alignment's area of potential effect: slender-horned spineflower and the Santa Ana River woolly star. The FBA also identified several special status wildlife species that may be present within the proposed trail alignment. Based on subsequent field surveys and an evaluation by qualified biologists it was determined that the following wildlife species may be present within the proposed trail alignment: the San Bernardino kangaroo rat, the California gnatcatcher, and the burrowing owl.

Implementation of mitigation measures BIO-1 to BIO-17 (see Exhibit 4, page 91) will minimize potential impacts to habitat and wildlife, including potentially occurring special status species, to a less than significant level.

No significant loss to raptors and migratory birds or their habitats are expected, and therefore no mitigation is required. However, construction activity may indirectly affect nesting birds, especially in areas of native habitat.

Implementation of Mitigation Measure BIO-5 to BIO-7 (see Exhibit 4, page 91) will minimize impacts to an established native resident or migratory wildlife corridors, to a less than significant level.

Once finalized, the proposed project will comply with applicable conservation measures and will minimize conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, to a less than significant level.

Cultural Resources

No known human remains are present on the project site. If human remains are inadvertently uncovered during project activities, Mitigation Measure CUL-2 below will reduce impacts to less than significant:

CUL-2 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within 60-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code 7050.5 and that code enforced for the duration of the project.

Geology and Soils

A paleontological overview for the trail alignment was completed and it was concluded that the project area consists of younger Quaternary alluvium originating from the San Bernardino Mountains via the Santa Ana River. Alluvial deposits of this type are not typically conducive to yield fossil specimens. However, fossil specimens have been recovered in similar settings at depths that may be as shallow as 9-10 feet. Mitigation Measure GEO-1 below would minimize potential impacts to paleontological resources incidental finds to a less than significant level:

GEO-1 Should the project require relatively deep excavations, generally in areas with disturbance exceeding nine feet below the present surface, where older alluvium deposits are possible; a paleontological monitor shall be present and have authority to recover, analyze, and curate any specimens of paleontological significance. The paleontological monitoring program shall be conducted in a manner consistent with the protocols of the San Bernardino County Museum.

Tribal Cultural Resources

In September 2017, The County of San Bernardino Department of Public Works Environmental Management Division mailed project notices in accordance with AB 52 to local tribes. One Tribe expressed interest in the project and requested further consultation. Mitigation Measures TCR-1 and TCR-2 as recommended by the Tribe have been incorporated into the IS/MND:

- TCR-1 In the event that Native American cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work in other portions of the project, outside of the buffered area, may continue during this assessment period. Additionally, consulting tribes will be contacted if any such find occurs and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment. The archaeologist shall complete and isolate/site record for the find and submit this document to the applicant and the Lead Agency for dissemination of the consulting Tribes.
- TCR-2 If significant Native American historical resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, an SOI-qualified archaeologist shall be retained to develop a Cultural Resources Treatment Plan, as well as a Discovery and Monitoring Plan, the drafts of which shall be provided to consulting tribes for review and comment. The Lead Agency and/or applicant shall, in good faith, consult with consulting tribes on the disposition and treatment of any cultural materials encountered during the project.

With implementation of the project's mitigation measures, environmental effects to biological resources, cultural resources, geology and soils, 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.