

APPROVED

MAY 21 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-080

DATE May 21, 2020

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SANTA MONICA MOUNTAINS CONSERVANCY PROPOSITION 68 GRANT – TUJUNGA GREENBELT – HABITAT ESTABLISHMENT (PRJ21380) PROJECT – AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	* N. Williams	<u>NW</u>

General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Sylvia Pabanas* Board Secretary *F. Arriaga*

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to submit the Santa Monica Mountains Conservancy Proposition 68 Grant (Grant) application in the form attached hereto as Attachment No. 1 for the proposed Tujunga Greenbelt – Habitat Establishment (PRJ21380) Project (Project) along Coldwater Canyon between Oxnard St. and Burbank Blvd. in the Valley Glen community, subject to the approval of the Mayor and City Council;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit a copy of the Grant application to the Mayor's Office, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Committee and City Council approval, pursuant to the Los Angeles Administrative Code (LAAC) Section 14.6 *et seq.* as may be amended;
3. Authorize RAP's General Manager, Executive Officer, Assistant General Manager, or designee to sign and submit the Grant application upon receipt of all necessary approvals;
4. Direct RAP staff to transmit a copy of the Grant award, when received, to the Mayor, CAO, CLA, and to the City Clerk for committee and City Council approval before accepting and receiving the Grant award, pursuant to LAAC Section 14 as may be amended;
5. Authorize RAP's General Manager to accept and receive the Grant funds if awarded and subsequent to Mayor and City Council approval of such acceptance, and to execute a grant agreement for the Project as set forth in the Grant application with terms substantially similar to those set forth in the sample grant agreement attached to this Report as Attachment No. 2, subject to the approval of the Mayor and City Council, and

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City Attorney approval as to form;

6. Authorize RAP's Chief Accounting Employee or designee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds, if awarded, from Santa Monica Mountains Conservancy;
7. Authorize RAP's General Manager, or designee, to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Santa Monica Mountains Conservancy (SMMC) was established by the California State Legislature in 1980. Since then it has helped to preserve parkland and improve recreational facilities in both wilderness and urban settings. SMMC administers competitive grant programs including funds allocated under The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Prop 68). SMMC releases a Notice of Funds quarterly for the Proposition 68 Competitive Grant Program (Grant). SMMC was allocated \$15,000,000 to protect and enhance an urban creek pursuant to Chapter 7 of Prop 68 and \$30,000,000 for projects in accordance with the governing statutes of SMMC pursuant to Chapter 8 of Proposition 68.

The Grant requires projects to be eligible under one of the following categories:

1. Resource Protection and Restoration
2. Vegetation Management and Fire Safety
3. Visitor Serving Development and Improvement
4. Community Access, Education, and Interpretation

RAP was notified in August of 2019 by SMCC that \$300,000 of the SMMC Prop 68 funds were allocated to the City of Los Angeles (City) for the proposed Project. SMMC instructed RAP at that time to submit a Grant application to receive funds for the proposed Project. Grant applications are accepted on a continuous basis, and RAP staff has prepared an application for the Grant which is attached to this Report as Attachment No. 1. RAP staff is seeking authorization from the Board to submit the Grant application, accept the Grant funds if awarded, and execute a grant agreement for the Project, subject to all necessary approvals by the Mayor and City Council.

As applied for, the Grant will fully fund habitat establishment along both sides of the Tujunga Wash as well as renovation of the existing decomposed granite pathway on the Los Angeles Valley College side of the Tujunga Wash. The total cost of the proposed Project is \$300,000.00. The proposed Project scope at this time will include new landscaping, new irrigation, renovation of existing decomposed granite pathway, and new site amenities such as benches and trash receptacles.

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ENVIRONMENTAL IMPACT

The proposed Project consists primarily of new gardening or landscaping, but final plans for the Project have not been prepared at this time. Subsequent to the award of the Grant, RAP staff will return to the Board with final plans for the Project and with recommendations regarding determinations under the provisions of the California Environmental Quality Act (CEQA).

FISCAL IMPACT

There is no expected fiscal impact to RAP's General Fund in order to complete the proposed Project. Future maintenance costs have yet to be determined.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1:	Provide Safe and Accessible Parks
Outcome No. 1:	Every Angeleno has walkable access to a park in their neighborhood.
Key Metric:	Percentage of Angelenos with park access within a ½ mile radius of their home.
Target:	60% by 2022.
Result:	The improvements to this section of the Tujunga Greenbelt will provide the approximately 7,200 residents in the ½ mile radius of the proposed project site with enhanced access to recreational activities.

This Report was prepared by Nicole Panza, Management Assistant, Grants Administration, Finance Division and reviewed by Kai Wong, Senior Project Coordinator, Grants Administration, Finance Division and Bill Jones, Chief Management Analyst, Grants Administration, Finance Division.

LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Grant Application
- 2) Attachment No. 2 - Sample Grant Agreement

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION				
Project Name: Tujunga Greenbelt Habitat Establishment		Amount of Request: \$300,000 Total Project Cost: \$300,000		
Applicant Name: City of Los Angeles Department of Recreation and Parks		Matching Funds: \$0.00 Lat/Long: 34°10'45.4"N 118°24'52.0"W		
Applicant Address: 221 N. Figueroa St., Suite 350 Los Angeles, CA 90012		Project Address: Coldwater Canyon Ave. (between Oxnard St. & Burbank Ave.), North Hollywood, CA 91606		
		County	Senate District	Assembly District
		Los Angeles	18	46
Phone: (213) 202-5657 Email: bill.jones@lacity.org		Tax ID: 95-6000735		
Grantee's Authorized Representative:				
Michael Shull, General Manager <i>Name and Title</i>		(213) 202-2633 <i>Phone</i>		
Overhead Allocation Notice:				
<input type="checkbox"/> Any overhead costs will be identified as a separate line item in the budget and invoices. <input type="checkbox"/> The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses. <input type="checkbox"/> The overhead allocation policy has been submitted prior to, or with, the grant application.				
Outreach and Advertising Requirement:				
<input type="checkbox"/> Applicant has read the staff report and board resolution regarding contract policies. <input type="checkbox"/> Applicant has adopted contract policies for the purpose of increasing outreach and advertising to disadvantaged businesses and individuals.				
<i>All check boxes must be checked</i>				
Brief Project Description:				
The proposed project will improve the Tujunga Greenbelt on the LA Valley College and Coldwater Canyon Ave. sides of the Tujunga Wash between Oxnard St. and Burbank Ave.				
The scope of this project includes new landscaping, new irrigation, renovation of existing decomposed granite pathway, and new site amenities such as benches and trash receptacles. All plant material selected for the Tujunga Greenbelt Habitat Establishment project will be California Native species. *attach additional pages with project detail				
Tasks / Milestones:		Budget:		
Site Preparation		\$3,275.00		
Construction		\$123,605.00		
Plant Establishment		\$173,120.00		
		Completion Date		
		September 2021		
		September 2021		
		December 2021		
For Acquisition Projects: APN(s): N/A Acreage: N/A				
I certify that the information contained in this Grant Application form, including required attachments, is accurate.				
_____ <i>Signature of Authorized Representative</i>			_____ <i>Date</i>	
STATE OF CALIFORNIA ♦ THE NATURAL RESOURCES AGENCY				

TUJUNGA GREENBELT – HABITAT ESTABLISHMENT PROJECT

PROJECT SUMMARY

The Tujunga Greenbelt represents a rare stretch of recreational green space along the 13 mile highly urbanized Tujunga Wash. The two forks of the Tujunga Wash begin in the San Gabriel Mountains, but become highly urbanized after passing through Hansen Dam. The Tujunga Wash continues to flow roughly south through concrete flood control channels until meeting with the equally developed Los Angeles River near Studio City.

Given the impact urbanization has had on the tributaries of Los Angeles River, it is important to maintain existing green spaces such as the Tujunga Greenbelt. The segment of the Tujunga Greenbelt between Oxnard St. and Burbank Blvd. in Van Nuys provides vital recreational green space to adjacent Ulysses S. Grant High School, LA Valley College and the surrounding community. Maintaining and improving the Tujunga Greenbelt ensures students and local residents can use the greenbelt space to its full recreational potential.

This project will enhance the existing Tujunga Greenbelt by providing multiple benefits to the surrounding community. Native habitat establishment will not only improve the recreational experiences of local residents, but will also provide habitat for wildlife species such as birds and insects in an area that has few wildlife corridors. In addition to better supporting wildlife, native plants work to stabilize soil, filter water and purify the air. Improving even a small portion of the Tujunga Wash Greenbelt can go a long way towards reconnecting communities and wildlife to a valuable public resource.

The project will provide access to safe natural recreation areas for residents to experience the outdoors, improve their physical and emotional health, exercise, and connect with their communities, thereby achieving several of the purposes of Proposition 68.¹ The restoration will provide residents with the opportunity for outdoor recreational activities in an otherwise urbanized setting.

In establishing more native Californian plant species along the Tujunga Greenbelt, the project will support healthy soil that will store carbon and help sequester and reduce greenhouse gases.² Soil sequesters carbon through a process that begins with photosynthesis. Plants draw carbon out of the atmosphere and return what isn't harvested to the soil. The carbon is then stabilized and transformed by microbes into the building blocks of organic soil matter thereby sequestering it.³ By increasing the

¹ SB-5 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB5

² California Department of Food and Agriculture. "Healthy Soils Program." CDFA.
<https://www.cdfa.ca.gov/oefi/healthysoils/docs/HealthySoilsFactSheet.pdf>.

³ "A Climate Change Solution Beneath Our Feet." Science and Climate, March 27, 2018.
<https://climatechange.ucdavis.edu/news/climate-change-solution-beneath-feet/>.

potential carbon sequestration of the soil, the Tujunga Greenbelt - Habitat Establishment project is in accordance with the State's greenhouse gas emissions reductions targets.

The project is compatible with other regional and state plans and policies such as the Los Angeles County River Master Plan. The original and updated Los Angeles County River Master Plan has the vision of a reimagined river with 51 miles of connected open space that includes among other things a thriving urban habitat, a place for communities to enjoy the outdoors, and flood risk management. The improvements proposed by this project will not compromise the existing flood risk management infrastructure on this stretch of the Tujunga Wash, and it will create a more inviting and natural environment for the surrounding community to enjoy.⁴ The Tujunga Wash is one of the major tributaries of the Los Angeles River, and improvements on this segment of the Tujunga Greenbelt will contribute to the overall revitalization of the Los Angeles River and its surrounding watershed.

The Tujunga Greenbelt- Habitat Establishment project also compliments the Upper Los Angeles River and Tributaries (ULART) Revitalization Plan, which is currently in development per Assembly Bill 466 (AB 466). This Plan focusses on the Los Angeles River and its tributary corridors. It proposes that smaller-scale efforts accomplished in an urbanized, space restricted environment can provide multiple benefits and positive impacts throughout the watershed and, by association, downstream in the Los Angeles River.⁵ Improving the existing pathways and adding native landscaping to this portion of the Tujunga Greenway will improve recreational access for residents and contribute to the overall effort to reconnect the local community to the Los Angeles River and its tributaries.

The project is also consistent with the Common Ground Plan guiding principle, Land: Grow a Greener Southern California. The Tujunga Greenbelt- Habitat Establishment project will create an improved green space for the surrounding community. This project will also improve the habitat quality in the existing greenway by ensuring that all new plant material will be California Native species.⁶ Furthermore, improvements to the walking paths on this stretch of greenway will ensure the site's continued connectivity to the network of pathways along the Tujunga Greenbelt.

The project will benefit an economically disadvantaged community by improving the quality of green space in an area with limited alternative park acreage within a ½ mile walking distance. According to the Los Angeles County Park Needs Assessment, the Tujunga Greenbelt lies between Study Area 61 with 0.9 park acres per 1,000 residents and Study Area 94 with 1.1 park acres per 1,000 residents. This is well below the county

⁴ LA River Master Plan. <http://larivermasterplan.org/>.

⁵ Upper Los Angeles River & Tributaries Revitalization Plan [DRAFT]. <https://www.upperlariver.org/>

⁶ The California Resources Agency, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and Santa Monica Mountains Conservancy. "Common Ground from the Mountains to the Sea: Watershed and Open Space Plan San Gabriel and Los Angeles Rivers," October 2001. <http://smmc.ca.gov/Common%20Ground%20Plan.pdf>.

average of 3.3 park acres per 1,000 residents demonstrating a high need for park acreage in this community.

The CalEnviroScreen 3.0 mapping tool shows the census tracts on either side of the Tujunga Greenbelt as being in the 55-60% percentile of California communities disproportionately burdened by, and vulnerable to, multiple sources of pollution. More specifically, census tract 6037124400 and 6037123601 are both in the 80th percentile for diesel particulate matter, which can contribute to a range of health problems for communities with higher rates of exposure.⁷ Furthermore, the communities surrounding the Tujunga Greenbelt are located adjacent to disadvantaged communities as defined by the CalEnviroScreen 3.0 mapping tool.

The Department of Recreation and Parks (RAP) will not use any matching funds from private, local or federal sources. The proposed project can be completed with the grant award of \$300,000. The services of the local or state conservation corps will not be used for this project. RAP staff will execute this project using industry standard practices appropriate to establishing natural California plants.

RAP maintenance staff will be responsible for monitoring and reporting on the progress and effectiveness during and after project implementation. RAP has a lease agreement with the landowner, the Los Angeles County Flood Control District, to maintain the Tujunga Greenbelt property after the project is completed. This project site will be incorporated into RAP staff's regular maintenance routes to guarantee successful native planting.

The project's scope of work ultimately fulfills the Conservancy's strategic objectives of an interlinking network of parks, trails, and open space for public use, ensuring future open space and recreational lands in Los Angeles and Ventura Counties. This portion of the Tujunga Greenbelt between Oxnard St. and Burbank Blvd. in Van Nuys is an important segment of green space in a heavily urbanized environment. Maintenance and improvements to these greenways ensures that this segment of the urbanized Tujunga Wash continues to be an accessible and welcoming space for the surrounding community.

⁷ CalEnviroScreen 3.0 "Diesel Particulate Matter." <https://oehha.ca.gov/calenviroscreen/indicator/diesel-particulate-matter>.

Los Angeles River Greenway – Habitat Restoration Project Schedule

	2020			2021									2022				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Development of Construction Documents*																	
Board Authorization for Bid																	
Bid and Award																	
Construction																	
Plant Establishment																	
Final acceptance by RAP Board																	

* Start date of timeline is tentative and based on date of grant award.

DRAFT

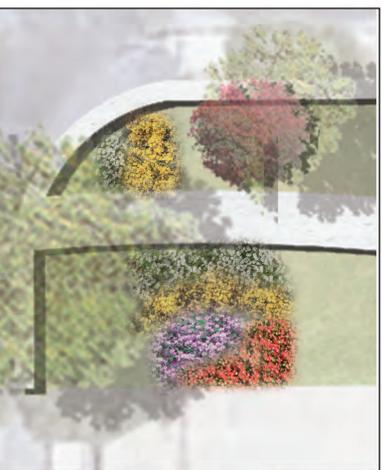
 Tujunga Greenbelt - Habitat Establishment Proposed Budget	
Description	Total
Site Prep	
Removal of one existing asphalt walkway	\$ 3,275.00
Site Improvements	
New DG Paving	\$ 67,205.00
Trees 36"box	\$ 15,600.00
Benches/Trash Receptacles	\$ 26,400.00
Concrete edges	\$ 20,000.00
Shrubs	\$ 157,520.00
Irrigation	\$ 10,000.00
Subtotal	\$ 300,000.00
Site Subtotal	\$ 300,000.00
General Contractor Overhead & Profit	
Permits	\$ -
Construction Contingency	
Associated Soft Costs	
Soft Costs	
Soft Cost Contingency	\$ -
TOTAL PROJECT COSTS: \$ 300,000.00	

DRAFT



SITE PLAN

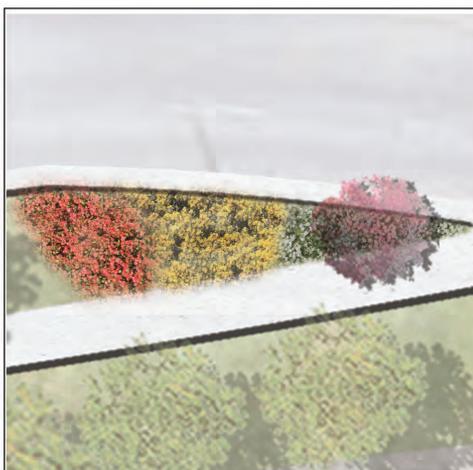
SCALE 1/80"=1'-0"



DETAIL PLAN 1 SCALE 1/16"=1'-0"



DETAIL PLAN 2 SCALE 1/16"=1'-0"



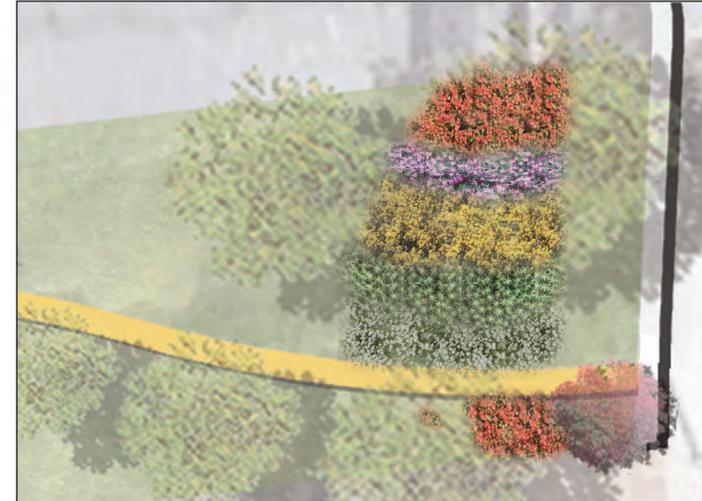
DETAIL PLAN 3 SCALE 1/16"=1'-0"



DETAIL PLAN 4 SCALE 1/16"=1'-0"



DETAIL PLAN 5 SCALE 1/16"=1'-0"



DETAIL PLAN 6 SCALE 1/16"=1'-0"

TUJUNGA GREENWAY PROJECT PLAN 1





TUJUNGA GREENWAY PROJECT
CONCEPT ONE PERSPECTIVE 1 (BURBANK AVENUE ENTRANCE)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARK PROUDLA



TUJUNGA GREENWAY PROJECT
CONCEPT ONE PERSPECTIVE 2 (OXNARD ST. EAST ENTRANCE)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARK PROUD LA



TUJUNGA GREENWAY PROJECT
CONCEPT ONE PERSPECTIVE 3 (OXNARD ST. WEST ENTRANCE)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION & PARKS



PARKPROUD LA

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER	AMENDMENT NUMBER
------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Santa Monica Mountains Conservancy	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010507
6a. CONTRACT ANALYST NAME Rorie Skei, Chief Deputy Director	6b. EMAIL skei@smmc.ca.gov	6c. PHONE NUMBER

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 ...in accordance with the Santa Monica Mountains Conservancy Board Materials dated Month ##, 20##.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed
 Reimbursement / Revenue _____ or _____ %
 Other (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES

OBJECT CODE	AGREEMENT TOTAL
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER	AMENDMENT NUMBER
------------------	------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original				
Amendment 1				
Amendment 2				
TOTAL				

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) _____

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type) Ms. Rorie Skei	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type) Ms. Rorie Skei, Chief Deputy Director	DATE SIGNED
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AGREEMENT NUMBER	AMENDMENT NUMBER
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

SAMPLE

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Ms.Rorie Skei, Chief Deputy Director	DATE SIGNED	
PHONE NUMBER (323) 221-8900	STREET ADDRESS 570 West Avenue 26, Suite 100		
EMAIL grants@smmc.ca.gov	CITY Los Angeles	STATE CA	ZIP 90065

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Name (Project Description)

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	_____ page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	_____ page(s)
Exhibit E – Additional Provisions	_____ page(s)
Board Materials	
Other Materials	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM Vol. 1 Sections 4.01, 4.04, and 4.06
AGENCY NAME		
Santa Monica Mountains Conservancy		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ms. Rorie Skei, Chief Deputy Director		
ADDRESS		
570 West Avenue 26, Suite 100, Los Angeles, California 90065		

Grantee (Project Name)
Funding Source
ID#

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:
[REDACTED] with
Board Materials date [REDACTED].
2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.
3. The services shall be provided during normal business hours.
4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor:
Name: Chief Deputy Director	Name:
Phone: (310) 589-3200 ext. 112	Phone:
Fax: (310) 589-2408	Fax:

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor:
Section/Unit: Government Programs	Section/Unit:
Attention: Budgets, Grants, and Contracts Officer	Attention:
Address: 570 West Avenue 26, Suite 100 Los Angeles, California 90065	Address:
Phone: (323) 221-8900 x 101	Phone:
Email: maloney@smmc.ca.gov	Fax:

Grantee (Project Name)

Funding Source

ID #

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
Attn: Budgets, Grants and Contracts Officer
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

- C. Refer to additional billing information for more details.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

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

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

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

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SAMPLE

Project Name
Funding Source
ID #

Exhibit D

Recording requested by, and
when recorded, return to:

State of California
Santa Monica Mountains Conservancy
Attn: Staff Counsel
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065

Project Name:
County:

Space above this line for Recorder's use

PAYMENT OF RECORDING FEE EXEMPT PUSUANT TO GOVERNMENT CODE SECTION 6103

AGREEMENT

NOTICE OF UNRECORDED GRANT AGREEMENT

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of _____, is recorded to provide notice of an agreement between the State of California, by and through the Santa Monica Mountains Conservancy ("SMMC") and _____.

RECITALS

- A. On or about _____, 20____, SMMC and _____ entered into a certain Grant Agreement, Grant No. _____ ("Grant"), pursuant to which SMMC granted certain funds for the acquisition of fee interest in certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- B. Under the terms of the Grant, SMMC reserved certain rights with respect to the Real Property.
- C. _____ is required under the terms of the Grant to execute this Notice to provide constructive notice to all third parties regarding SMMC's reserved rights under the Grant.
- D. _____ is required under the terms of the SMMC Grant to execute this Notice to dedicate the Real Property to the purposes for which the grants were made, and to provide constructive notice to all third parties of certain rights reserved to SMMC under the Grant.

NOTICE

Example language: The Real Property shall be permanently dedicated for implementation of [pick from the following]

Project Name
Funding Source
ID #

Prop 12: acquisition, improvement or restoration of park, wildlife or natural areas pursuant to section 5096.310 (p) of the Public Resources Code.

Prop 40: acquisition, development or preservation for park, recreation, conservation and open space purposes pursuant to section 5096.650 (b) (3) of the Public Resources Code.

Prop 50 LA River Watershed: watershed protection of the Upper Los Angeles River pursuant to sections 79508 and 79750 (c) of the Water Code.

Prop 50 Santa Monica Bay Watershed: watershed protection of the Santa Monica Bay and Ventura County coastal watersheds pursuant to sections 79508 and 79750 (c) of the Water Code.

Prop 50 Access (add to watershed language): and acquisition and development of facilities to promote public access to and participation in the conservation of land, water and wildlife resources pursuant to section 79571 of the Water Code.

Prop 84 LA River Watershed: watershed protection of the Upper Los Angeles River pursuant to section 79508 of the Water Code and section 75050 (g) (2) of the Public Resources Code.

Prop 84 Santa Monica Bay Watershed: watershed protection of the Santa Monica Bay and its watersheds pursuant to section 75060 (d) (1) of the Public Resources Code.

Proposition 1: multibenefit water quality, water supply and watershed protection and restoration projects pursuant to section 79731 (h) of the Water Code.

Proposition 1 Urban Creek: project to protect and enhance an urban creek pursuant to sections 79508 and section 79735 (a) of the Water Code.

Proposition 68: multi-benefit projects in accordance with the governing statute and mission of the Conservancy pursuant to section 80110(b)(8) of the Public Resources Code.

Proposition 68 Urban Creek: project to protect and enhance an urban creek pursuant to section 80100(a)(1)(A) of the Public Resources Code.

1. The Real Property (including any portion of it or any interest in it) may not be sold or exchanged without the written approval of the State of California, acting through the Executive Director or the Santa Monica Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. The Real Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of the Santa Monica Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
3. For Additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Santa Monica Mountains Conservancy, 570 West Avenue Twenty-six, Suite 100, Los Angeles, California 90065

Project Name
Funding Source
ID #

RECIPIENT OF GRANT FUNDS:

By: _____

SAMPLE

Grantee (Project Name)

Funding Source

ID#

Additional General Provisions

A. Definitions

1. The term “Act” as used herein means the
Prop 12: Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12)
Prop 40: California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40).
Prop 50: Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50).
Prop 84: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).
Prop 1: Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1).
Prop 68: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68).
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Moneys” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described in Section B of Exhibit E.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of Exhibit E.

8. The term “State” as used herein means the Santa Monica Mountains Conservancy.
9. The term “Contractor” as used herein means the party described as the Grantee on page 1 of this Contract.

B. Project Description

The Grantee shall be responsible for {project description} in accordance with Conservancy Board materials dated {} (attached). Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy’s name and logo on any and all materials, press releases and publicity materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.

For Projects that involve land acquisition:

- 1.1 Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:
 - 1.1.1 An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain one independent appraisal. One independent review appraisal will be required to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.
 - 1.1.2 A written statement of the proposed procedure and timing of the purchase of the land interest.
 - 1.1.3 A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of a hazardous material that may be found during the development of the site.
 - 1.1.4 If not included in the appraisals, an adequate map showing the location of the proposed project including the land/easement

proposed for purchase. Adequacy will be determined by the Grant Manager.

1.2 Open an escrow account with an institution licensed by the California Department of financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California financial code, commencing with Section 17000.

1.3 Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions by [REDACTED].

1.3.1 Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller's restrictions during the term of the escrow, if any.

1.3.2 Provide the escrow company with all required deposit amounts and required insurance information.

1.3.3 Processing of grant deeds shall occur as part of the escrow instructions, and the grant deed will be recorded when all escrow instructions have been completed and immediately after escrow closes on or before [REDACTED]. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to the Santa Monica Mountains Conservancy and any penalties for arbitrage on interest earned will be paid by the Grantee.

1.3.4 Close escrow and finalize the acquisition.

C. Project Period

The project period shall be from November 2, 2015 to June 30, 2019, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of

and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. **(Only if a match is required)** The State and the Grantee hereby agree and acknowledge that the State's obligation to disburse the Grant Moneys under this Contract are explicitly conditioned upon Grantee's securing matching funds on a 1:1 ratio to the total amount approved by this Contract. Grantee will have the obligation to provide the State with proof of said matching funds as part of Grantee's payment requests and/or invoices to the State. In the event that Grantee is unable to provide proof of secured matching funds equal to the total Grant Moneys requested in any particular payment request/invoice, the State shall have no obligation to disburse any further Grant Moneys until such proof is provided.
3. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
4. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et seq.)
5. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
6. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.
7. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
8. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances

affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.

9. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
10. Grantee agrees to comply with applicable prevailing wage requirements.
11. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program (www.ceres.ca.gov).
11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.
12. Recipients of grant funding shall post signs and/or include appropriate documentation within the deliverables of the Grant acknowledging the source of the funds pursuant to direction and approval by the Conservancy. The Conservancy may withhold the final disbursement pending acknowledgement of the funding source in the manner approved by the Conservancy.

E. Project Costs

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.

2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.
3. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Conservancy; however, the Grantee shall notify the Conservancy in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased without Board Approval.
4. Indirect costs are costs that have been (1) incurred for common or joint objectives and (2) cannot be readily identified with a particular project or program. The Conservancy encourages Grantees to keep these costs as low as possible and requests information regarding these costs with the Grantee Data Sheet. These costs are to be stated in the agreement budget as a separate line item.

F. Work Products

1. Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.
2. All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it,

and to grant to any third party a comparable and coextensive sublicense.

2. The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.
3. The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

G. Project Administration

1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such

failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

I. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.
2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.
3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital cost of the project.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

K. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

L. Severability

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

SAMPLE