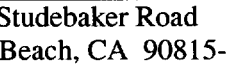
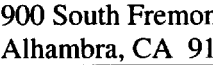




29353

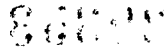
GRANT AGREEMENT RIVERS AND MOUNTAINS CONSERVANCY (RMC) State of California - The Resources Agency

GRANTEE		City of Long Beach			
PROJECT TITLE		San Gabriel River Walk			
PERFORMANCE PERIOD		June 20, 2005	through	December 30, 2006	
<p>Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through its Executive Officer of the Rivers and Mountains Conservancy pursuant to the Water Security, Clean Drinking Water, Coastal and Beach Protection Bond Act of 2002 (Proposition 50), agrees to fund the Project up to the Grant Amount.</p>					
PROJECT DESCRIPTION					
<p>The San Gabriel River Walk consists of the development of a publicly accessible multi-use pedestrian and bicycle trail through a restored native landscape along the western bank of lower San Gabriel River between Spring and Atherton streets.</p> <p>Project is carried out in conformance with the Tasklist and Timeline attached as Exhibit A, the Budget attached as Exhibit B, and the Monitoring and Assessment Plan attached as Exhibit C (herein after referred to as the "Work Plan" and all Agreement Provisions as stated herein.</p>					
TOTAL GRANT AMOUNT NOT TO EXCEED		\$622,600			
The General and Special Provisions attached are made a part of and incorporated into the Agreement					
GRANTEE:			GRANTOR:		
CITY OF LONG BEACH			RIVERS AND MOUNTAINS CONSERVANCY STATE OF CALIFORNIA		
2760 Studebaker Road Long Beach, CA 90815-1697			900 South Fremont Avenue, Annex, 2 nd Floor Alhambra, CA 91802		
BY (AUTHORIZED SIGNATURE)			BY (AUTHORIZED SIGNATURE)		
 PRINTED NAME AND TITLE OF PERSON SIGNING Gerald R. Miller, City Manager			 PRINTED NAME AND TITLE OF PERSON SIGNING BELINDA V. FAUSTINOS		
DATE SIGNED  8/15/05			DATE SIGNED 9/16/05		
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF GRANT \$622,600		AGREEMENT NUMBER. RMC3481		FUND - 6031 Water Security, Clean Drinking Water, Coastal and Beach Protection Bond Act of 2002	
ADJ. INCREASING ENCUMERANCE		ADJ. DECREASING ENCUMBERANCE		FUNCTION	
TOTAL GRANT AMOUNT \$622,600		LINE ITEM ALLOTMENT 3825-301-6031010		CHAPTER 157 208	STATUTE 2003 2004
T.B.A. NO.	B.R. NO.	INDEX L120	OBJ. EXPEND 418	PCA 30103 30105	FISCAL YEAR 04/05 05/06
PROJECT/WORK PHASE					
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER 				DATE 9/13/05	

APPROVED AS TO FORM

7/26, 20 05
ROBERT E. SHANNON, City Attorney

BY 
SENIOR DEPUTY CITY ATTORNEY



GRANT AGREEMENT
RIVERS AND MOUNTAINS CONSERVANCY (RMC)
State of California – The Resources Agency

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Agreement. The grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

Special Provisions

1. Grantee shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Exhibit A "Tasklist and Timeline," Exhibit B "Budget," and Exhibit C "Monitoring and Assessment Plan."
2. If the Project includes acquisition of real property:
 - a. As conditions precedent to the State's obligation to deposit the Grant Amount in escrow, the Grantee shall submit to the State an appraisal for review and approval in writing by the Department of General Services (DGS) of all documents pertaining to the Real Property appraisals and property transaction, and provided copies to the State. The Grantee shall be required to establish a billing account with the Department of General Services for this purpose.
 - b. A Memorandum of Unrecorded Grant Agreement, Exhibit D must be recorded by the Grantee to provide notice of this Agreement between the Grantee and the San Gabriel and Lower Los Angeles Rivers and Mountains conservancy.
3. If the Project includes development, landscaping and/or planting:
 - a. The Grantee shall include a representative of the State on the selection panel for contracted services.
 - b. The Grantee shall submit a Project Development Plan, Exhibit E, in accordance with RMC General Policies, Exhibit F, to the State for approval prior to the solicitation of a subcontractor or awarding of a bid for services.
4. Grantee agrees to certify that the Project is consistent with local zoning.
5. Grantee agrees to consult with, and be consistent with, local or regional planning criteria approved by agencies within the project jurisdiction, such as master plans or watershed management plans unless such plans are inconsistent with the approved Work Plan.
6. Grantee agrees to include active stakeholder participation in the planning and monitoring and assessment process.
7. Rights in Data: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so (40 CFR 31.34.36).

8. Disclosure: The Grantee agrees to disclose all funding sources for the Project prior to and after Agreement approval. If the State should become aware, through any means, that the Grantee has not disclosed all funding sources for the Project, the Agreement will be referred to the State Department of Finance for a Project audit.

General Provisions

A. Definitions

1. The term "Act" as used herein means the Water Security, Clean Water, Coastal and Beach Protection Bond Act of 2002.
2. The term "CEQA" as used herein means California Environmental Quality Act, Public Resources Code Section 21000 et. seq, Title 14, California Code of Regulations Section 15000 et. seq.
3. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
4. The Term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Grant Amount" 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 on page one (1) of this Agreement.
7. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the project must be complete, billed and paid as described on page one (1) of this Agreement.
8. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is capable of making daily management decisions.
9. The term "State" as used herein means the Rivers and Mountains Conservancy.
10. GRANTEE CERTIFICATION CLAUSES: The Grantee Certification Clauses, Exhibit G are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. TIMELINESS: Time is of the essence in this Agreement.
12. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement

B. Project Execution

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.).
3. If the Project includes acquisition of real property, the property must be acquired from a willing seller for no more than the appraised fair market value approved by Department of General Services. The Grantee agrees to comply with all applicable State (Chapter 16, Section 7260, Government Code) and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance must be submitted to the State.
4. 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. Documentation of such compliance will be made available for review upon request by the State.
5. Grantee agrees to periodic site visits by the State to determine if development work is completed in accordance with the approved Work Plan including a final inspection upon Project completion.
6. Grantee agrees to, submit in writing, any deviation from the attached Work Plan to the State for approval prior to implementation of changes.
7. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Amount except where that access may interfere with habitat protection.
8. Grantee agrees to post signs acknowledging the source of funds consistent with the Signage Guidelines, Exhibit H.

C. Project Costs

Subject to availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money (Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

Eligible and ineligible costs include, but are not limited to, items detailed in Exhibit I, Eligible and Ineligible Costs. All eligible costs submitted for reimbursement must be accompanied by appropriate supporting documentation.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. For acquisition projects: The State shall disperse up to 100% of the purchase price and costs of acquisition approved by the Department of General Services when an escrow is opened.
2. For development projects: The State may reimburse the Grantee the Grant Amount upon submission of a payment request consistent with the Work Plan of this Agreement.
3. Preliminary costs, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs, and other similar costs, are expenditures subject to maximum 20% (including indirect and overhead costs) of the Grant Amount for Grant Amounts over \$100,000.
4. Indirect and overhead costs shall not exceed 10% of the Grant Amount.
5. Subject to prior review and approval of the State, line item shifts if up to \$100,000 or 10% of the annual Agreement total, whichever is less, may be made during the grant performance period. Line item shifts may be proposed/requested by the Grantee in writing and must not increase or decrease the total Agreement Grant Amount.

D. Payment Documentation

1. All payment requests must be submitted by the Grantee using a completed Payment
- 

organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Equipment Costs Summary Form, Exhibit M, is submitted with the Payment Request Form, Exhibit J and is completed by listing the type of equipment that was used, the dates the equipment performed the work, the check or warrant number that paid for the use of the equipment, and the amount of the payment for the period of the reimbursement request. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form, Exhibit J and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes, the deliverable, the task, the date, the recipient of the funds, the check or warrant number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

A Report of Alternate Funding Source Expenditures, Exhibit O is submitted to the State with each Payment Request and details costs charged to other funding sources, i.e., Grantee's own funds, State or Federal funds, other grants. RMC will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

Any payment request that is submitted without the required itemization will not be authorized. If the required itemization or documentation is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all corrected and/or required information is received. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and are not reimbursable under this Agreement.

2. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion, but no later than the end of the Project Performance period as shown on page one (1) of this Agreement.
3. ~~Payments shall be on the basis of costs incurred less 10% to be withheld from all~~

Unless spent on approved costs, the Grant Amount shall be reduced by the amount of the interest earned.

E. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed, and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, Exhibit P and Quarterly Expenditure Projection Report, Exhibit Q submitted to the State in Accordance with the Work Plan and through regular communication with the State adhering to the following schedule:
 - 1st Quarter January 1 - March 31 Due April 30
 - 2nd Quarter April 1 - June 30 Due July 30
 - 3rd Quarter July 1 - September 30 Due October 30
 - 4th Quarter October 1 - December 31 Due January 30

The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

- a. The Quarterly Progress Report, Exhibit P shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs scheduled in Tasklist and Timeline, Exhibit A; Budget, Exhibit B; and Monitoring and Assessment Plan, Exhibit C. Any major timeline adjustments which will impact Exhibit A, Tasklist and Timeline, must be reviewed with the project manager.
 - b. The Quarterly Expenditure Projection Report, Exhibit Q shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projection reports should equal that of approved Grant Amount.
 - c. Grantee must submit an Agreement Summary Form, Exhibit R with the first Quarterly Report. This information will be made available to the public on the Resources Agency and Rivers and Mountains Conservancy website.
 - d. At the completion of this Project and prior to final payment, the Grantee Project Representative shall fill out and provide a Project Certification Form, Exhibit S to the State.
3. Disclosure Requirements include the following disclosure statement in any document written report, or brochure prepared in whole or in part pursuant to this Agreement.

“Funding for this project has been provided in full or in part through an Agreement with the Rivers and Mountains Conservancy (RMC) pursuant to the Water Security,

Clean Water, Coastal and Beach Protection Bond Act of 2002 (Proposition 50). The contents of this document do not necessarily reflect the views and policies of the RMC, nor does mention of trade names or commercial products constitute endorsement or recommendation of use.”

4. Grantee shall include in each of its subcontracts for work under this Agreement a provision that incorporates the requirements stated within this subtask.
5. Grantee shall notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishment and/or results of this Agreement and provide the opportunity for attendance and participation by RMC representatives.
6. Grantee must document steps taken in soliciting and awarding the subcontractors and submit the to the State for review and document all subcontractor activities in quarterly reports.
7. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
8. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon request by the State.

F. Payment Withdrawal

1. If a Grantee wished to withdraw a Project, Grantee shall notify the State in writing.
2. In the event an approved project cannot be completed, and if Grant Amount were advanced, those funds, plus any accrued interest, must be returned to the State.
3. If funds will be used for the CEQA/NEPA process and the Grantee has made a full faith effort to complete CEQA/NEPA, but is unable to complete the CEQA/NEPA process or otherwise proceed with the Project due to issues related to the CEQA/NEPA process, costs incurred by the Grantee that are directly related to the CEQA/NEPA process can be applied up to the limit of 20% of the total original grant.

G. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.

In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, protection and net increase in the quality and quantity 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 Amount under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Amount disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement.
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project includes development, final payment may not be made until the Project conforms substantially to this Agreement and is a useable facility.

H. Loss of Grant Amount

The following actions may result in a loss or part of all Grant Amount allocated to the Grantee:

1. A Grantee fails to return a signed Agreement with the RMC within 60 days of receipt of the Agreement.
2. A Grantee fails to produce a Work Plan for approval by the State within 90 days of signing an Agreement with the State.
3. A Grantee fails to produce a Work Plan that is consistent with *Common Ground, Phase II Final Report* and/or is inconsistent with the Water Security, Clean Water, Coastal and Beach Protection Bond Act of 2002 and the intent of State's objectives as stated in authoring statute (Public Resources Code, Sections 32600-32621).
4. A Grantee withdraws the Project.
5. A Grantee fails to complete the Project and/or fails to submit all documentation before June 30, 2007.

I. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.

3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

J. Financial Records

1. 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.
2. 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 Agreement.
3. Grantee agrees to use a generally accepted accounting system.

K. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantee will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the state.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at lease one year following an audit or final disputed audit findings.

L. Use of Facilities

Agreement Number: RMC3481

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Amount under this Agreement only for the purpose for which the Grant Amount was requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Grantee must certify to the State that the Grantee has adequate control of, and tenure to properties to be improved under this Agreement. Adequate controls include, but are not limited to ownership, lease, easement, joint powers agreement, or other long term interest in the property, or have a satisfactory Agreement with the legal owner/administering agency.
3. Grantee must certify that the property will remain available for compatible public use.
4. Grantee shall not use or allow the use of any portion of the real property for mitigation or to compensate for adverse changes to the environment elsewhere.
5. Grantee agrees to maintain, operate and use the property funded pursuant to this act for a period of at least 20 years for an Agreement up to \$1,000,000 or at least 25 years for and Agreement over \$1,000,000. For urban stream restoration projects, alternate maintenance and operation periods may be negotiated, as appropriate for individual projects. With the approval of the State, the Grantee or its successor in interest in the property may transfer the responsibility to maintain and operate the property in

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement.

N. Application Incorporation

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

O. Severability

If any provision of this Agreement 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 to this end the provisions of this Agreement are severable.

P. Waiver

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

Q. Assignment

Without the written consent of the RMC, this Agreement is not assignable by the Grantee either in whole or in part.

Exhibit A

Tasklist and Timeline

Grant Administration	
Execute Contract	
Notice to Proceed from RMC	May-05
Consultant Selection	
Secure Consultant	Completed
Execute Contract/Issue NTP	March-05
Conceptual Plan	
Project Kick Off - Team Meeting	March-05
Document Coordination, Base Sheets, Survey	April-05
Community Meeting	May-05
Preliminary Design and Cost Estimate	June-05
Community Meeting	June-05
Revise and Resubmit for Approval	July-05
CEQA Documentation	July-05
Final Conceptual Design and Cost Estimate	July-05
Construction Design	
Construction Plans and Details	October-05
Construction Specifications	October-05
Final Estimate of Probable Cost	October-05
Client Review - Team Meeting	November-05
Revise and Resubmit for Approval	November-05
Bidding and Contract Administration	
Bid Package	December-05
Advertise and Award Bid	February-06
Contract Administration	April-06
Construction	
Issue Notice to Proceed	May-06
Construction	May-06 to October-06
Monitoring and Assessment	
Monitoring Plan	January-06
Monitoring/ Establishment Period	October-06 to October-07
Monitoring Report	October-07
Grant Administration	
Project Close Out	January-07

Exhibit B

Budget

		RMC	CLB
1. Design Costs			
1.1	Survey, Conceptual Design, Community Meetings	\$0	\$46,500
1.2	Construction Documents	\$55,000	
Subtotal Task 1		\$55,000	\$46,500

2. Construction			
2.1	Removals and Earthwork	\$29,702	\$0
2.2	Paving	\$320,000	\$0
2.3	Utilities	\$15,000	\$0
2.4	Landscape and Irrigation	\$77,173	\$0
2.5	Benches and Signage	\$17,250	\$0
2.6	Construction Management	\$63,250	\$0
2.3	Contingency	\$23,225	\$0
Subtotal Task 2		\$545,600	\$0

3. Project Management & Grant Administration			
Subtotal Task 3		\$22,000	\$22,000

TOTAL \$622,600 \$68,500

Exhibit C

Monitoring and Assessment Plan

Upon completion and acceptance of the project improvements, the newly planted San Gabriel River Walk will be maintained by the City of Long Beach, Department of Parks, Recreation and Marine, Maintenance Operations Bureau. A maintenance plan for the site will be developed by the Planning and Development Bureau of the Department and maintenance staff will subsequently be trained on the maintenance requirements of the site. Maintenance staff and contractors will implement the plan per task and frequency (i.e., litter pick up once a day or tree pruning two times per year).

The Planning and Development Bureau will establish a quarterly monitoring plan for the first year of city maintenance. Planning staff will evaluate the site and provide direction to the maintenance staff as needed. A final monitoring report will be completed at the end of the first year of city maintenance. Planning staff will also provide the same oversight and evaluation during the contractor's one-year plant establishment period.

In addition to the regular functions of the Maintenance Operations Bureau, the staff and volunteers at the El Dorado Nature Center will also participate in the monitoring of this adjacent site. Habitat steward volunteers continue to be trained in the care and maintenance of native landscapes. While the Maintenance Operations Bureau will have responsibility for the day-to-day maintenance, the habitat stewards may be utilized to perform more specialty functions.

Exhibit D

Memorandum of Unrecorded Grant Agreement

State of California)
Rivers and Mountains Conservancy)
Belinda V. Faustinos)
900 South Fremont Avenue)
Annex, 2nd Floor)
Alhambra, CA 91802)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 2005, is recorded to provide notice of an agreement between the State of California, by and through the Rivers and Mountains Conservancy ("State") and _____ ("Grantee").

RECITALS

- A. On or about _____, _____, State and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Agreement"), pursuant to which the State granted to Grantee certain funds for the acquisition of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- B. Under the terms of the Agreement, the State reserved certain rights with respect to the Real Property.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain State reserved rights under the Agreement.

NOTICE

- 1. Said Real Property (including any portion of it or any interest in it) must be used for the purposes of expanding or establishing open space for passive natural and passive recreational uses and other compatible public uses constant with the description of the purpose of the acquisition in the Agreement.
- 2. Said Real Property shall be maintained and operated under this program for a period of at least 20 years for grants up to \$1,000,000 and at least 25 years for grants over \$1,000,000.
- 3. Said Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.

Agreement Number: RMC3481

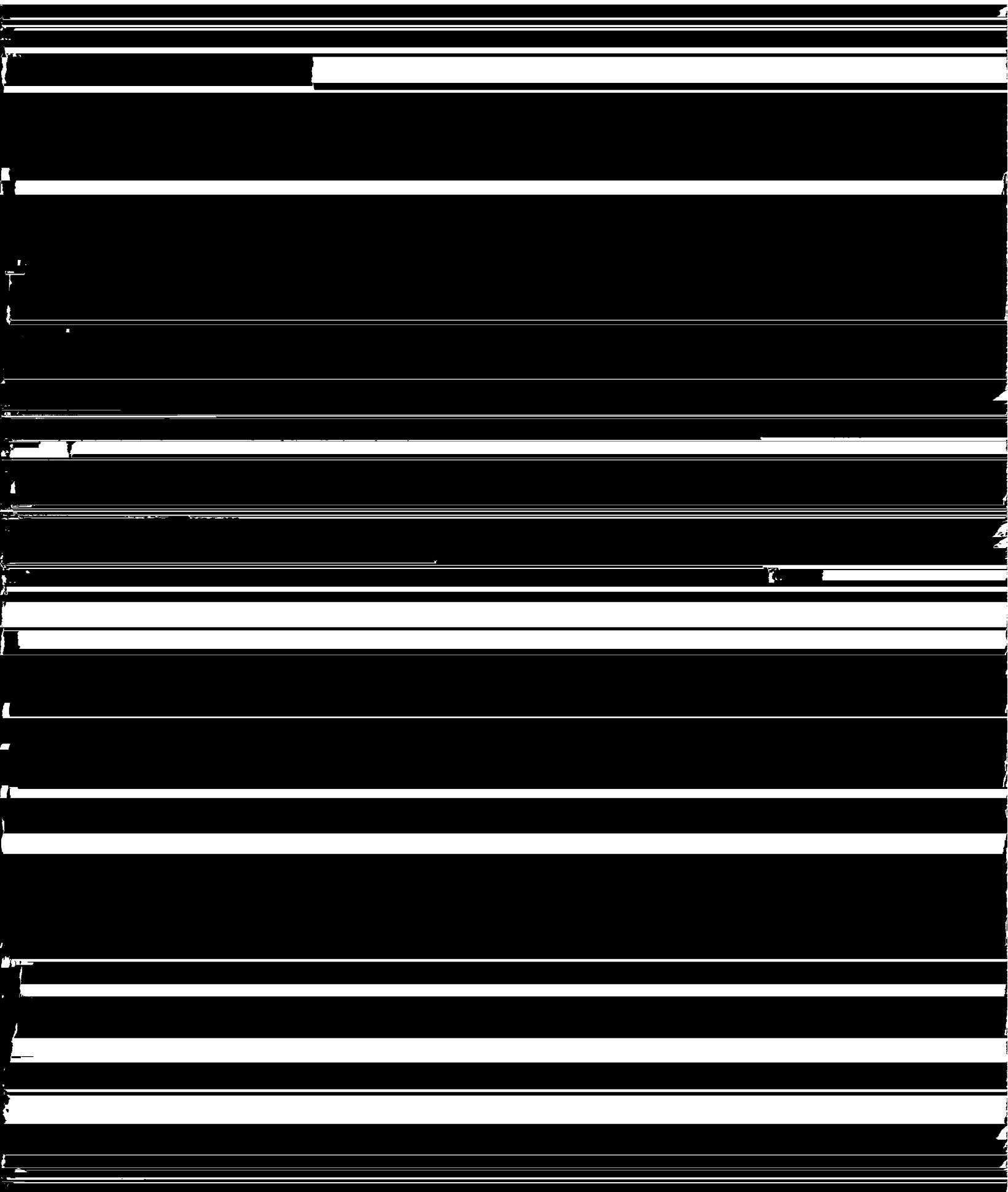


Exhibit E

Project Development Plan

The RMC expects to be continuously involved in all stages of Projects which include planning and/or development including approval of any bid or proposal document scopes prior to selecting contractors and/or consultants, involvement in the selection of contractors/consultants, and approval of any plans and technical details prior to the work being executed. Below is a list of details the RMC will need to review and approve prior to their implementation. The purpose of these procedures is to ensure that the ultimate development project will conform to our mission and goals.

Planting/Landscaping Plan Component

In order to adequately evaluate the project proposal please provide text as well as budget estimates that provide RMC staff sufficient detail to evaluate the ecological details of the planting/landscaping plan. The text description should provide scientific rationale for the chosen native plant palette, grouping, structure, choice of vegetation communities and how they are consistent with the overall project goals. Details, including slope aspect, soils, hydrology, elevation, etc., should be considered in deciding upon a plant palette.

1. Location of all plant materials, a legend with botanical and common names, and size of plant materials;
2. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
3. Existing trees and plant materials to be removed or retained;
4. Designation of hydrology-zones. Hydrology-zones are defined as a portion of the landscaped area having plants with similar water needs, areas with similar microclimate (i.e., slope, aspect, exposure, wind, etc.), and soil conditions, and areas that will be similarly irrigated. A hydrology-zone can be served by one irrigation valve, or a set of valves with the same schedule; and,
5. Details and specifications for tree staking, planting details, soil preparation, irrigation requirements (amount and frequency).

Grading and Drainage Plan Component

1. Grading Plan (showing property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas, drainage features and other site improvements);
2. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements (if applicable, given scope of project); and,
3. Schematic cross sections showing site micro-topography and best management practices (does not have to be to scale).

Irrigation Plan Component

1. Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including the manufacturer name and model numbers; and,
2. Installation details for irrigation components.

Exhibit F

RMC General Policies

The Project Development Plan (PDP) is a technical “living” document that will enable the RMC to track grant projects in order to ensure that our mission and goals are reflected in each project. In developing the PDP, the following guiding principles must be incorporated for consistency with RMC policies;

- Grantees shall exclude the use of invasive plants, as listed in the document “*Exotic Pest Plants of Greatest Ecological Concern in California*” (www.rmc.ca.gov) in their planting palette. Furthermore, any invasive species from this list that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- Grantees shall utilize native, indigenous plants, locally propagated to the extent possible, in their planting palette except under written authorization from RMC. A basic (but by all means not all inclusive) list of native, locally available indigenous plants is available on our website (www.rmc.ca.gov)

Exhibit G

Grantee Certification Clauses

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future WCA agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING** Grantee hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

Exhibit H

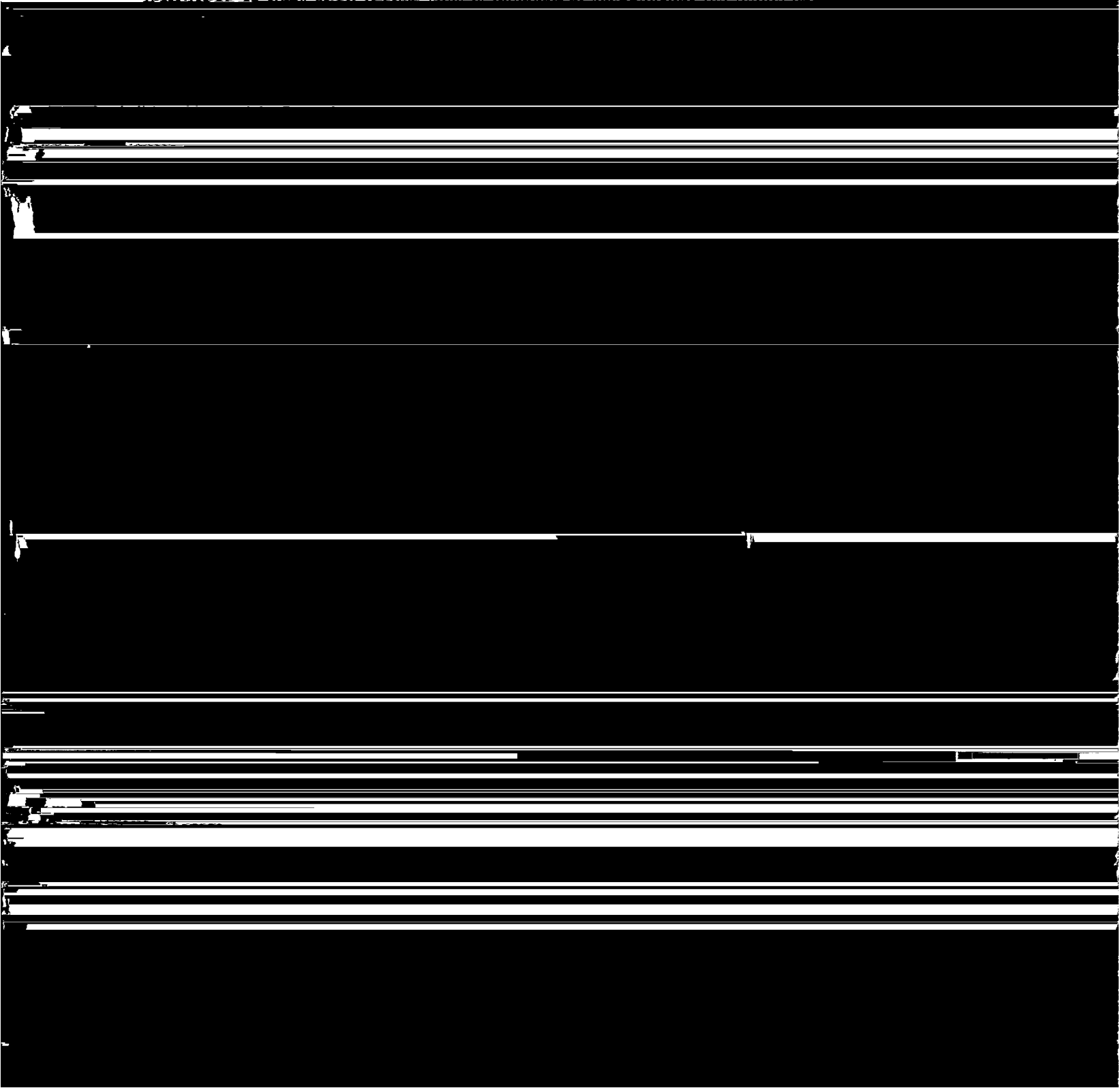
Signage Guidelines

Authority

All Projects funded by RMC under Proposition 50, the Water Security, Clean Water, Coastal and Beach Protection Bond Act of 2002, must include a posted sign acknowledging the source of the funds.

Purpose

Installation of signs at all Project sites is intended to acknowledge the public's support of the 2002



Universal Logo

All signs will contain the RMC logo. The logo will be on a template, available on line at <http://www.rmc.ca.gov>. The Project Manager can also provide the logo on disk.

- The logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2"x2". Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g., bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings, etc.

Appropriateness of Signs

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as an RMC 2002 Bond Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information.

Further Questions

The Grantee should consult with the Project Manager to resolve any sign issues.

The logo can be provided electronically.

Exhibit I

Eligible and Ineligible Costs

Eligible Costs -

All eligible costs must be supported by appropriate documentation

COSTS	EXPLANATION	EXAMPLES
Preliminary Costs (not to exceed 20% of grant total)	<ul style="list-style-type: none">• Costs incurred after a Agreement with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs• Expenditure subject to maximum of 20% of total grant	<ul style="list-style-type: none">• CEQA compliance• Construction plans• Permits/Appraisals• Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none">• Must be computed according to the Grantee's prevailing wage or salary scales• Must be computed on actual time spent on Project	<ul style="list-style-type: none">• Wages and benefits• Work performed by another section/department in agency

COSTS	EXPLANATION	EXAMPLES
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Communications expenses Construction insurance Signs/Interpretive aids Transportation costs

Ineligible Costs

The following is a non-exclusive list of ineligible project costs:

COSTS	EXPLANATION	EXAMPLES
Operations and Maintenance Costs	<ul style="list-style-type: none"> Costs necessary for the short or long term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed 	<ul style="list-style-type: none"> Personnel or employee services Equipment, supplies
Non-fixed Equipment	<ul style="list-style-type: none"> Equipment that is not permanently fixed to the project facility or used for construction 	<ul style="list-style-type: none"> Computer equipment (hardware and software) Portable equipment
Playground Equipment or Infrastructure	<ul style="list-style-type: none"> Active recreation equipment costs are ineligible 	<ul style="list-style-type: none"> Swing sets, skate parks, pools, ball field apparatus, basketball courts
Mitigation Costs	<ul style="list-style-type: none"> Costs associated with exclusively fulfilling mitigation requirements for this or other projects 	<ul style="list-style-type: none"> Land acquisition, development, restoration or rehabilitation for mitigation for this or other projects
Ceremonial or Publicity Expenses	<ul style="list-style-type: none"> Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage) 	<ul style="list-style-type: none"> Food and beverages Facility rental
Ineligible Travel	<ul style="list-style-type: none"> Travel costs not directly associated with the project Travel claimed when no work time was claimed for the same period 	<ul style="list-style-type: none"> Travel expenses
Lobbying/Fundraising	<ul style="list-style-type: none"> Costs associated with grant application preparation, for this grant or for others associated with this or any other project Costs associated with lobbying legislature or other bodies for funds for this or any other project 	<ul style="list-style-type: none"> Staff time Lobbyist fees Travel expenses
Agreement Cost Overruns	<ul style="list-style-type: none"> Unapproved Agreement costs overruns exceeding the allowable amount as per Agreement budget specifications 	<ul style="list-style-type: none"> Unapproved costs

Agreement Number: RMC3481

Exhibit J
Payment Request Form

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy
900 South Fremont Avenue, Annex, 2nd Floor, P.O. Box 1460, Alhambra, CA 91802-1460

1. PROJECT NUMBER	1. AGREEMENT NUMBER
2. GRANTEE	

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project
1. AGREEMENT NUMBER -- As shown in Certification of Funding section of the Project Agreement
2. GRANTEE -- GRANTEE name as shown on the Project Agreement
3. PROJECT TITLE -- Title of Project for which payment is requested
4. TYPE OF PAYMENT -- Check appropriate box
5. PAYMENT INFORMATION
 - a. Grant Amount -- The amount of State Grant funds allocated to this Project
 - a. Funds Received to Date -- Total amount already received for this Project
 - b. Available Grant Amount -- a. minus b.
 - c. Amount of this Advance/Reimbursement Request -- Amount that is being requested
 - d. 10% withhold -- 10% of this Reimbursement Request
 - e. Warrant to be issued -- Actual amount that is being paid
 - f. Remaining Grant Amount after this Payment -- c. minus f.
 - g. Remaining Funds available for this Agreement -- c. minus d.
Grantee should use this figure to budget expenses for the remaining tasks of the agreement.
6. SEND WARRANT TO -- Grantee name, address and contact person
7. SIGNATURE OF AUTHORIZED PROJECT REPRESENTATIVE

Payment request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of the charges. You may use the Project Summary Form in the Project Completion Packet. Payment requests should clearly identify elements of the Work Plan to which they relate.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

Exhibit K

Project Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

a. Labor Costs Summary Form, Exhibit L Total \$ _____

b. Equipment Costs Summary Form, Exhibit M Total \$ _____

c. Services and Materials Cost Summary Form, Exhibit N Total \$ _____

d. Amount of this Reimbursement Request a + b + c \$ _____
(carry forward to Exhibit J, line "d")

e. Report of Alternative Funding Expenditures, Exhibit O Total \$ _____

Total Current Expenditures d + e \$ _____

Agreement Number: RMC3481

Exhibit L

Labor Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

Task	Staff/Personnel	Dates/Hrs Pay Period	Rate	Check # Warrant	Total
------	-----------------	-------------------------	------	--------------------	-------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3481

Exhibit M

Equipment Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

<u>Type of Equipment</u>	<u>Dates Work Performed</u>	<u>Check # Warrant</u>	<u>Total</u>
--------------------------	-----------------------------	----------------------------	--------------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3481

Exhibit N

Services and Materials Costs Summary Form
(Funds not previously invoiced)

Grantee Name _____

Agreement Number _____

<u>Task</u>	<u>Date</u>	<u>Recipient</u>	<u>Check # Warrant</u>	<u>Total</u>
-------------	-------------	------------------	----------------------------	--------------

*Total \$ _____

*Carry Total forward to Project Costs Summary Form, Exhibit K

Agreement Number: RMC3481

Exhibit O

Report of Alternative Funding Expenditures
(Current Payment Request)

Grantee Name _____

Agreement Number _____

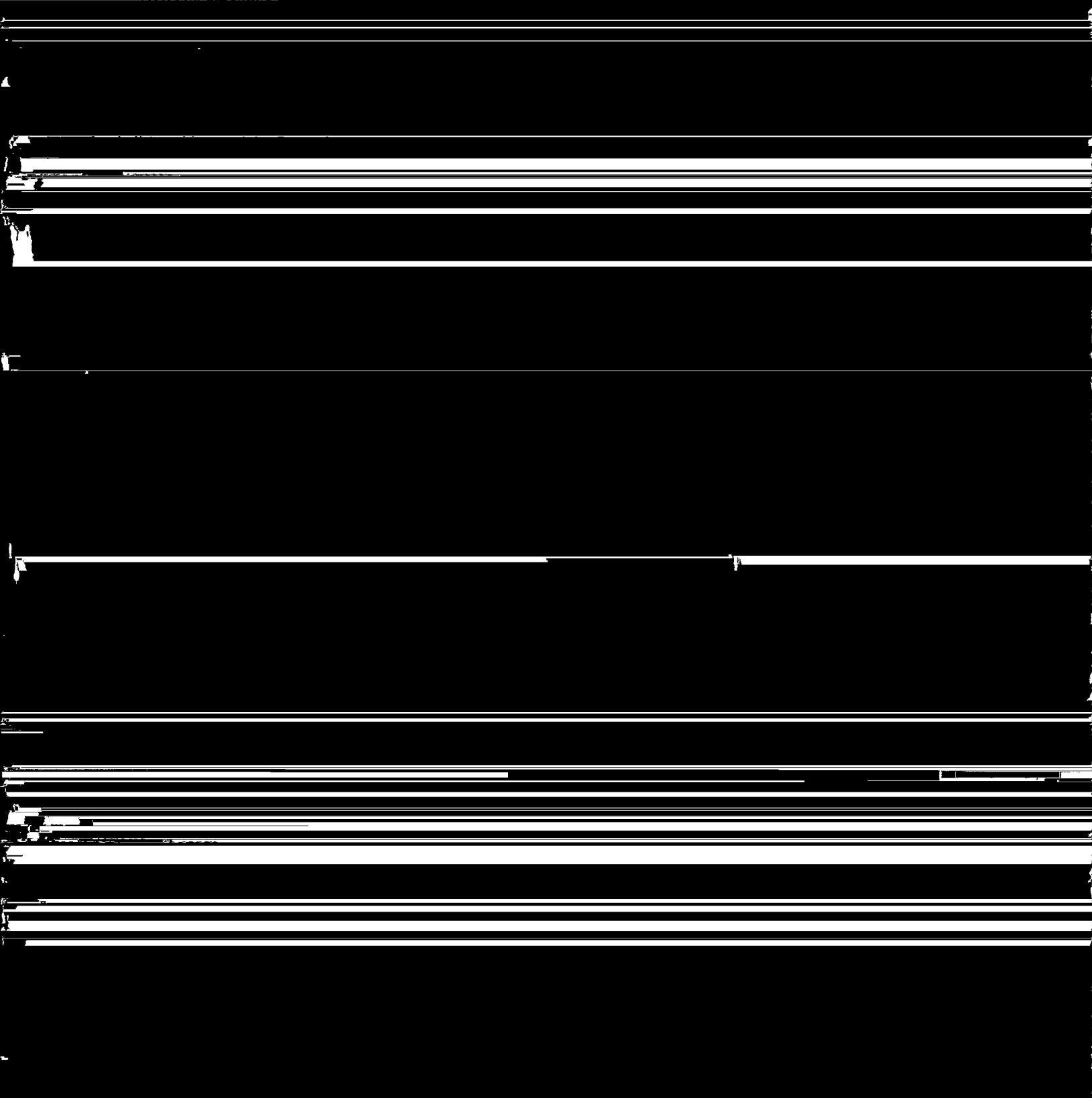


Exhibit P

Quarterly Progress Report

PROGRESS REPORT #

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

Project Name

Submitted by: “Grantee Project Representative”

Date Submitted: _____

Summary of Work Completed During This Reporting Period

Task	Description of Progress	% of Work Complete	Consistent w/Exhibit A Timeline	
			Yes <input type="checkbox"/>	No <input type="checkbox"/> If no, explain

Progress Report Narrative (if needed)

Exhibit Q

Quarterly Expenditure Projection Report (Current Periods Only)

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

QUARTER	YEAR	ACTUAL	PROJECTED	CUMULATIVE
		\$	\$	\$
GRAND TOTAL				\$

Quarter - Start with the first quarter of your actual/projected expenditures.

Actual - Report only those expenditures which have been submitted on a payment request form.

Projected - Report your projected expenditures on a quarterly basis. (This information is required for State Treasurer's Office purposes.)

Cumulative - Subtotal your cumulative expenses on a quarterly basis for the life of your grant.

Exhibit R
Agreement Summary Form

Date:

PROJECT INFORMATION

Project Title:

Project Purpose – Problem / Goals ("why" the project):

Project Abstract (brief description of project):

Which RMC program is funding this project? Please put an "X"

Prop 13 Prop 40 Work Program

PROJECT REPRESENTATIVE

Name:

Job Title:

Organization:

Webpage Address:

Address:

Phone:

Fax number:

Email:

PROJECT PERFORMANCE PERIOD

From:

To:

PARTICIPANTS AND PARTNERSHIPS

LOCATION

Address:

Size of Project (include units):

Counties included in project:

Agreement Number: RMC3481

Biography of Grantee:

Biography of Project:

H) Short-term Goals:

I) Long-term Goals:

PLEASE PROVIDE A HARD COPY AND AN ELECTRONIC COPY TO THE RIVERS AND MOUNTAINS CONSERVANCY.

Exhibit S
Project Certification Form

GRANTEE: _____

AGREEMENT NUMBER: _____

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT AMOUNT: \$_____

HAS A NOTICE OF COMPLETION BEEN FILED? YES____ NO____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee Project Representative, Title

Date