




Agreement Number: RMC10004

**A GRANT AGREEMENT  
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS  
CONSERVANCY (RMC)**

State of California – The Resources Agency

**31920**

<b>GRANTEE</b>		City of Long Beach			
<b>PROJECT TITLE</b>		Colorado Lagoon Dredging			
<b>PERFORMANCE PERIOD</b>		July 26, 2010	through	June 30, 2012	
The people of the State of California have enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), which provides funds for the RMC grant program; and					
The RMC may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of Division 22.8 the Public Resources Code; and					
The Applicant has submitted a project which is consistent with the purposes of Division 22.8 of the Public Resources Code and the Bond Act.					
<b>PROJECT DESCRIPTION</b>					
The Colorado Lagoon Dredging and Restoration Project proposes to remove contaminated sediment from the lagoon floor in the western arm, treat the dredged material and transport the treated material to the Port of Long Beach for disposal or another local approved disposal site.					
<b>TOTAL GRANT AMOUNT NOT TO EXCEED</b>		\$ 1,100,000.00			
The General and Special Provisions attached are made a part of and incorporated into the Agreement.					
<b>CITY OF LONG BEACH</b>			<b>RIVERS AND MOUNTAINS CONSERVANCY - STATE OF CALIFORNIA</b>		
333 WEST OCEAN BOULEVARD LONG BEACH, CA 90802			100 N. OLD SAN GABRIEL CANYON ROAD AZUSA, CA 91702		
BY (AUTHORIZED SIGNATURE): 			BY (AUTHORIZED SIGNATURE): 		
PRINTED NAME AND TITLE OF PERSON SIGNING: Patrick H. West, City Manager			PRINTED NAME AND TITLE OF PERSON SIGNING: Belinda V. Faustinos, Executive Officer		
DATE SIGNED: 10/25/10			DATE SIGNED: 10/28/10		
<b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>					
AMOUNT OF GRANT \$1,100,000.00		AGREEMENT NUMBER RMC10004		FUND – 6051 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006	
ADJ. INCREASING ENCUMBRANCE		ADJ. DECREASING ENCUMBRANCE		FUNCTION	
TOTAL GRANT AMOUNT \$1,100,000.00		LINE ITEM ALLOTMENT 3825-301-6051011		CHAPTER 268	STATUTE 2008
				FISCAL YEAR <del>08/09</del> 10/11	
T.B.A NO.	B.R. NO.	INDEX L120	OBJ. EXPEND 801.03	PCA 30112= \$462,221.00 32700= \$637,779.00	PROJECT/WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER 			DATE 11/6/10		

**GRANT AGREEMENT  
SAN GABRIEL AND LOWER LOS ANGELES  
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.**

**SECTION I - Special Provisions**

- A.** 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 Expenditure Tracking, and Exhibit C - Monitoring and Assessment Plan.
- B.** Grantee shall coordinate with the RMC (State) and utilize all available resources to develop a comprehensive Project Development Plan which will be included in this Agreement as Exhibit D. The Project Development Plan will be consistent with the Step 2 application, Project Evaluation Criteria, and State approved General Policies, Exhibit E.
- C.** Grantee shall obtain State approval of the Project Development Plan prior to implementation of the project in accordance with the Work Plan.
- D.** If the Project includes acquisition of real property:
  - 1. As conditions precedent to the State's obligation to deposit the Grant Amount in escrow, the Grantee must submit to the State for review and approval, two copies of an appraisal which meets State of California Department of General Services (DGS) appraisal specifications, and all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds.
  - 2. Grantee shall follow procedures according to Section II, D.2. Project Costs for acquisition projects.
  - 3. If the Project includes instruments such as a Memorandum of Understanding or Memorandum of Agreement for any purpose between the Grantee and other agencies or entities, the instrument(s) must be recorded by the designated agency/entity and provide notice of this agreement to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
  - 4. Grantee must provide a Memorandum of Unrecorded Grant Agreement, Exhibit F, 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 (State).

- E. The Grantee shall include a representative of the RMC (State) on the selection panel for all contracted services.
- F. Grantee shall provide an Environmental Compliance Certification Form, Exhibit G, which certifies the Project is in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA).
- G. Grantee shall provide documentation that the Project is consistent with local zoning and land use designations, or if it is not consistent a letter from the relevant planning agency acknowledging that it will take appropriate action to make the project consistent with local zoning and land use designations.
- H. 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.
- I. Grantee agrees to include active stakeholder/partner participation in the planning, development and monitoring process in accordance with the Project Development Plan, Exhibit D.
- J. 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, 31.36).
- K. Disclosure: The Grantee agrees to disclose all funding sources for the full and complete planning or development project which includes this project Agreement, 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.
- L. TIMELINESS: Time is of the essence in this Agreement.
- M. 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 effected thereby

## SECTION II - General Provisions

### A. Definitions

1. The term "Act" as used herein means the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
2. 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
3. The term "CEQA" as used herein means the California Environmental Quality Act, Public

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Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.

4. The term "Grant Amount" as used herein means funds derived from the sale of bonds authorized by the Act.
5. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
6. The term "Preliminary Costs" includes planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Development Plan" as used herein refers to a plan to be developed by the Grantee in consultation with the Project Manager, which provides details of all project elements as provided in Grantee's Step 2 application and Project Evaluation Criteria in accordance with RMC (State) approved General Policies, Exhibit E. The Project Development Plan provides the basis for the Work Plan.
9. 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 as described on page one (1) of this Agreement.
10. The term "Project Manager" as used herein means the person authorized by the State to be responsible for oversight of the Project, under the supervision of the Executive Officer.
11. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is authorized by Grantee by Resolution to make daily management decisions.
12. The term "NEPA" as used herein means the National Environmental Policy Act, 42 U.S.C. 4321 et seq.
13. The term "RMC General Policies" refers to the general policies of the RMC as provided as part of the RMC Grant Program Guidelines dated September 2007, as Appendix A. The RMC General Policies are also provided herein as Exhibit E.
14. The term "State" as used herein means the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), and may be used interchangeably herein.
15. The term "Work Plan" as used herein refers to the approved Exhibit A, Tasklist and Timeline, Exhibit B, Budget/Expenditure Tracking, and Exhibit C, Monitoring and Assessment Plan, included in this Agreement.

**B. Project Execution**

1. Grantee agrees to complete the Project within the 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

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Grantee. Extension requests may be considered by State, at its sole discretion, but in no event beyond **May 1, 2012**.

2. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.), and with the National Environmental Policy Act (NEPA), as applicable.
3. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value approved by Department of General Services (DGS). The Grantee agrees to comply with all applicable State (Government Code, Chapter 16, Section 7260) and local laws or ordinances effecting 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 notify the State of any upcoming deadlines related to the development and construction of the project, to allow site visits by the State to determine if development work is conducted and completed in accordance with the approved Work Plan, including a final inspection upon Project completion.
6. Grantee agrees to consult with the Project Manager and submit a written request for approval by State of any deviation from the attached Work Plan prior to implementation of such changes to the Project.
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 and maintain permanent signs acknowledging the source of funds consistent with the Signage Guidelines, Exhibit H.
9. Grantee will provide one full set of as-built documents to the State upon completion of project development.

### **C. Project Costs**

Subject to the 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 additional funds that may be necessary to complete the Project in the event of project delays, changes, or unforeseen circumstances. 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: Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, terms and conditions set forth in this Agreement.
  - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
  - c. Requests for payment of Grant Funds shall follow procedures in accordance with Section II, D.2 Payment Documentation for acquisitions.
2. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
3. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit B as approved by the State.
4. For planning and development projects: The State may reimburse the Grantee the Grant Amount less 10% withholding, upon submission of quarterly payment requests consistent with the Work Plan of this Agreement.
5. Indirect and overhead costs shall not exceed 10% of the Grant Amount.
6. For acquisition and development projects, the total of all indirect and overhead costs and Preliminary Costs shall not exceed 20% of the Grant Amount. Preliminary Costs include planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs (see Exhibit I).
7. All budget changes must be approved by the State.

**D. Payment Documentation**

1. All payment requests must be submitted by the Grantee using a completed Payment Request Form, Exhibit J. An approved Payment Request Form constitutes as a valid invoice for payment and must be accompanied by completed forms, as applicable, listed below:

Project Costs Summary Form, Exhibit K;  
Labor Costs Summary Form, Exhibit L (Grantee staff and/or personnel);  
Equipment Costs Summary Form, Exhibit M;  
Services and Materials Costs Summary Form, Exhibit N;  
Report of Alternative Funding Form, Exhibit O;  
Quarterly Progress Report, Exhibit P;  
Quarterly Expenditure Projection Report, Exhibit Q;  
Agreement Summary Form, Exhibit R (one time only);

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Payee Data Record (Form 204), Exhibit S (one time only); and,  
Project Certification Form, Exhibit T (prior to final payment).

The Project Costs Summary Form, Exhibit K is completed by bringing forward the total expenditures from the Labor Costs Summary Form, Exhibit L, the Equipment Costs Summary Form, Exhibit M, and the Services and Materials Costs Summary Form, Exhibit N. The Labor Costs Summary Form, Equipment Costs Summary Form, and Services and Materials Form are completed by itemizing all charges, documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identifying charges to Work Plan tasks and elements. State will consider the use of organizational records in lieu of the detailed listing on the specific exhibits, 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 Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the Grantee's staff and or personnel, the dates and hours for the pay period, the pay rate, the check or warrant number, and the total dollars paid for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If 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. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit 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 or check number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit 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 detail costs charged to other funding sources, i.e., Grantee's own funds, State or Federal funds, other grants. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit 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 required information is received or corrected. 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. Acquisition projects shall provide documentation in accordance with this section.
  - a. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form, Exhibit J and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
    - i. Name and address of Grantee;
    - ii. Number of Agreement;
    - iii. Dollar amount of disbursement requested;
    - iv. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
    - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property; and
    - vi. Anticipated close of escrow date.
    - vii. Payee Data Record (Form 204) Exhibit S, completed for and by the escrow company.
  - b. If advance for acquisition is approved in the full amount of the grant, Grantee will provide copies of the following documents within 30 days of escrow closing to the State, or, if requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
    - i. Complete Payment Request Form (Exhibits J-S);
    - ii. Buyer's closing statement;
    - iii. Copies of grant deeds;
    - iv. Copies of recorded Memoranda of Unrecorded Grant Agreement, Exhibit F;
    - v. Policy of title insurance;
    - vi. Project Certification Form, Exhibit T (if the Project is complete and payment in full is requested);
    - vii. Evidence of compliance with signage requirement; and
    - viii. Summary report of final total Project expenditures.
3. Grantee shall submit all documentation of Project completion no later than the end of the Project Performance Period as shown on page one (1). This documentation shall include a Notice of Completion for development/implementation grants, attached to the Project Certification Form, Exhibit S.
4. Grantee shall submit Final reimbursement within 90 days of Project completion and end of the Project Performance Period as shown on page one (1). All project tasks must be documented as complete prior to the end of the Project Performance Period as shown on page one (1).
5. Payments shall be on the basis of costs incurred, less 10% to be withheld from all invoiced amounts.
6. Advance payment for the Project is not allowed. The State, at its sole discretion, may honor advance payment requests, if warranted by a documented compelling need.
  - a. A Payment Request Form (Exhibit J), including all cost estimates for services, equipment and supplies to support the advanced amount requested, should accompany this request.
  - b. Advance Payment Requests will only be authorized for costs which will be incurred within 90



- days of the request.
- c. If any Grant Amount is advanced, the Grantee shall place these funds in a discrete and separate interest bearing account for the sole purpose of the advance, setting up and identifying such account prior to the advance. Interest earned on the advanced amount from the Grant shall be used solely on the Project, as approved by the State. Interest earned may be spent on approved costs for the Project. In the event this is not feasible, interest earned must be returned to the State upon completion of the Project. Interest statements shall be provided to the State, at minimum on a quarterly basis.
  - d. Immediately upon disbursement of advance funds for the requested purpose, Grantee shall provide all forms as required in Item 1 of this Section with Exhibit J-A "Advance Release Form for Previously Advanced Funds."
7. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

**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:
  - 1<sup>st</sup> Quarter      January 1 - March 31      Due April 30
  - 2<sup>nd</sup> Quarter      April 1 - June 30      Due July 30
  - 3<sup>rd</sup> Quarter      July 1 - September 30      Due October 30
  - 4<sup>th</sup> 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 the Work Plan, Exhibit A, Exhibit B, and 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.

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- c. Grantee must submit an Agreement Summary Form, Exhibit R with the first Quarterly Report. This information may be made available to the public on the Department of Finance, Resources Agency and Rivers and Mountains Conservancy website and on other websites as may be required by Resources Agency.
  - 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. Grantee shall comply with Disclosure Requirements, including 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 funded in full or in part through an Agreement with the Rivers and Mountains Conservancy (RMC) pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). 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 notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by RMC representatives.
  5. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the State for review and document all subcontractor activities in quarterly reports. The Grantee shall include a representative of the State on the selection panel for all contracted services.
  6. Grantee agrees to promptly submit reports as the State has set forth in this Agreement or as the State may request during the life of this Agreement.
  7. Grantee shall conform with disclosures to US Fish and Wildlife Service, California Department of Fish and Game and other agencies if a special status species is found on the project site.
  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. Project Withdrawal**

1. If a Grantee wishes 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 for development projects, or actual expenditures for planning grants.

#### **G. Project Termination**

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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 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.
4. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. 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 quantity and quality of parks, passive open space, 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.
6. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Agreement, is a useable facility, and as-built documents and data have been provided to the State.

#### **H. Loss of Grant Amount**

The following actions may result in a loss in whole 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 withdraws the Project.
3. A Grantee fails to complete the Project and/or fails to submit all documentation prior to the reversion date of the funds appropriated for the Grant.

#### **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

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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 shall bear its own litigation costs, expenses, and attorney's 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. Insurance**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
  - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
  - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
  - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "A-VIII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the State with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements which effect the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project. In the case of planning projects or those projects which include planning in the nature of design or engineering of a facility involving architects/engineers, a minimum limit of liability of \$1,000,000 is required.
8. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

#### **K. 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

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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.

**L. 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. Grantees 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 least one year following an audit or final disputed audit findings.

**M. Use of Facilities**

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. "The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State".
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 an Agreement over \$1,000,000. 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 accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good Cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. A lease or other short-term agreement cannot be revocable at will by the lessor.
6. Grantee shall use the property for the purposes for which the Agreement was made and shall make

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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 Agreement, (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. If the property sold or otherwise disposed of is less than the entire interest in the property funded by the Agreement, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

**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 full in this Agreement.

**O. California Environmental Information Catalog Entry**

The grantee shall prepare and submit an on-line computer catalog entry to the California Environmental Information Catalog (“CEIC”) for all geographic information products and reports which characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The CEIC is available on the Internet at <http://gis.ca.gov/ceic/newCatalog.php>. Electronic information should be supplied in Federal Geographic Data Committee metadata format, as possible. However, if the Executive Officer directs that certain information should not be disclosed, the grantee shall not include that information in the entry.

**P. 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 Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement.
4. Grantee shall, unless exempted, comply with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**Q. Labor Compliance Program**

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code Section 1771.5(b). The grantee shall review these statutory provisions and related provisions to determine its responsibilities.

1. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappeasable 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.)

**R. Union Organizing**

The grantee acknowledges the State policy contained in Government Code sections 16645 through 16649, prohibiting the use of State funds disbursed as a grant to assist, promote or deter union organizing. In executing this agreement, the grantee certifies that none of the funds disbursed under this agreement shall be used to "assist, promote or deter union organizing", as that phrase is defined by Government Code section 16645(a). The grantee shall: (1) maintain records sufficient to show that any expenditure by the grantee to assist, promote or deter union organizing have not been made from State grant funds; and (2) provide these records to the Attorney General upon request.

**S. Drug-Free Workplace Requirements:**

Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. 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.
2. Establish a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and,
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
  - a. Receive a copy of the company's drug-free workplace policy statement; and,
  - b. 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.)

**T. Severability**



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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.

**U. 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.

**V. Assignment**

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

**Exhibit A - (Supplied by Grantee)  
Work Plan - Tasklist and Timeline**

**(Work Plan as comprised of Exhibit A: Tasklist and Timeline, Exhibit B:  
Budget/Expenditure Tracking, and Exhibit C: Monitoring and Assessment Plan)**

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**Exhibit B – (Supplied by Grantee)  
Work Plan – Budget/Expenditure Tracking**

**(Work Plan as comprised of Exhibit A: Tasklist and Timeline, Exhibit B:  
Budget/Expenditure Tracking, and Exhibit C: Monitoring and Assessment Plan)**

**Exhibit C - (Supplied by Grantee)  
Work Plan - Monitoring and Assessment Plan**

**(Work Plan as comprised of Exhibit A: Tasklist and Timeline, Exhibit B:  
Budget/Expenditure Tracking, and Exhibit C: Monitoring and Assessment Plan)**

**Exhibit D**  
**(Supplied by Grantee in Consultation with Project Manager)**

**Project Development Plan**

Grantee is required to develop the Project Development Plan in consultation with the Project Manager. The Project Development Plan must be approved by the State prior to commencement of the project. The Project Development Plan provides details of all project elements as provided in Grantee's Step 2 application and Project Evaluation Criteria in accordance with RMC (State) approved General Policies, Exhibit E. The Project Development Plan provides the basis for the Work Plan. Grantee agrees to implement this project connected with the RMC approved Project Development Plan and Work Plan, in accordance with RMC General Policies, Exhibit E.

## Exhibit E

### RMC General Policies

#### A. GUIDING PRINCIPLES

The overall policy guidelines for the RMC are found in two primary references: the statute which created the RMC, Public Resources Code Section 32600, and *Common Ground, from the Mountains to the Sea*, the watershed and open space plan for the *Los Angeles and San Gabriel River watersheds* which was adopted by the RMC and further identifies the policies of the agency. Both documents can be found at: [www.rmc.ca.gov/plans/intro.html](http://www.rmc.ca.gov/plans/intro.html).

Further, the RMC requires that all proposed projects, as applicable, follow the guidelines and principles identified in the Greater Los Angeles County Integrated Regional Water Management Plan, Los Angeles River Master Plan, San Gabriel River Master Plan, the Watershed Plans for the Rio Hondo, Coyote Creek, Compton Creek, and Upper San Gabriel River (if available). A full list of potentially applicable plans can be found at: [www.greenvisionsplan.net](http://www.greenvisionsplan.net) library.

Consistency with these policies is an essential element of the grant agreement required for execution by all successful project applicants. All project applicants will be required to submit a Project Development Plan which contains information on how the project will conform to these policies for approval by the RMC prior to commencement of the project.

Further, RMC is committed to promoting projects which meet multiple objectives such as, providing water quality protection through storm water best management practices on urban land which creates new open space with passive recreation elements and educational/interpretive elements. The RMC further promotes project partnerships which increase stakeholder involvement and commitment, and projects that bundle multiple funding sources which increase project resources.

GIS planning tools developed by the Green Visions program should be used by applicants to identify projects which are likely to meet RMC funding criteria and policy objectives and will be used by RMC staff to evaluate and validate information submitted on some projects. Information regarding Green Visions and tool applications can be found at: [www.greenvisionsplan.net](http://www.greenvisionsplan.net).

#### B. RMC'S THREE PROGRAM AREAS

**Urban Land:** Land within the developed, urban core of the RMC territory that does not fall directly within the other two categories of River/Tributary Parkways and Mountains, Hills and Foothills. **It is the primary intent of this program to create new accessible urban passive open space and recreational opportunities.**

**River/Tributary Parkways:** Land falling within one-quarter mile on either side of the centerline of a river or tributary within the RMC territory, but not within a Mountains, Hills, and Foothills or Urban Land area. **The primary intent of this program is to provide for a revitalized accessible river parkway along the main stems of the San Gabriel and Lower Los Angeles Rivers and their tributaries, increase riparian corridors, and provide enhanced recreational opportunities.**

**Mountains, Hills, and Foothills:** Land lying within the area of a named system of mountains, hills, and foothills. More specifically, land lying within the geographic area of the San Gabriel Mountains, the San Jose, San Rafael, Montebello (Repetto), Puente, Chino, Coyote, or Signal Hills, the San Gabriel foothills, and within the territory of the RMC and NOT within the Urban Lands or River/Tributary Parkways area. **The primary intent of this program is watershed, habitat, and wildlife corridor protection, trails and public access as appropriate to the site.**

### C. PROJECT CRITERIA

RMC requires that all proposed projects, as applicable, meet the following criteria. Criteria which are applicable to the project must be described adequately in the Project Development Plan.

#### 1. ACCESS

The RMC considers access to parks, open space, trails, bikeway, natural areas and low impact recreation for all persons within a ¼ or 10 minute walk from their homes to be a primary objective in our programs. Further, access to all members of our communities must be consistent with the physical and/or cultural needs within all our communities.

*Projects will be designed with accessible park staging areas and trails* meeting the minimum guidelines established by the U.S. Access Board. The Access Board is the Federal agency responsible for creating guidelines and standards for accessible environments (<http://www.access-board.gov/news/outdoor-nprm.htm>). The minimum requirements found in the Outdoor Developed Areas Final Report are based on the following principles:

- a. Protect resource and environment
- b. Preserve experience
- c. Provide for equality of opportunity
- d. Maximize accessibility
- e. Be reasonable
- f. Address safety
- g. Be clear, simple, and understandable
- h. Provide guidance
- i. Be enforceable and measurable
- j. Be consistent with Americans with Disabilities Act Accessibility Guidelines (ADAAG) as much as possible
- k. Be based on independent use by persons with disabilities.

## 2. CULTURAL OR HISTORIC RESOURCES

The RMC is committed to protecting sites that include archaeological, cultural or historical resources. If a project will result in adverse impacts to any such resources, the project scope will include appropriate measures to mitigate adverse impacts.

## 3. EDUCATIONAL/INTERPRETIVE ELEMENTS

Educational and Interpretive elements allow the project to communicate its place in the watershed, and potentially provide the community with tools to understand the watershed and appropriate behaviors within the watershed.

- a. Any educational/interpretive and/or informational elements and signage must be included in all development projects and must be consistent with applicable plans, i.e., the Los Angeles River Master Plan and San Gabriel River Corridor Master Plan, the Signage Guidelines.
- b. All signage will be accessible to most users.
- c. All signage will be culturally and linguistically appropriate to the community of users.
- d. The educational/interpretive message will include natural history, cultural history, and watershed stewardship.
- e. The planning and design for the project will include active stakeholder participation.
- f. There will be measurable goals with regard to public education in any educational element.

## 4. HABITAT (Creation, Enhancement, Preservation)

RMC's habitat goals are to create, enhance, preserve and protect important terrestrial, avian, and aquatic habitats in the watersheds and to preserve or establish habitat linkages and/or corridors.

- a. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the creation of new natural habitat (that did not formerly exist on site) is within the scope of the project.
- b. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the enhancement of existing natural habitat is within the scope of the project.
- c. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the preservation of existing natural habitat is within the scope of the project.
- d. The potential for a project to result in habitat alterations or other similar disturbances must be considered and addressed. If the project negatively impacts existing habitat as part of the enhancement or restoration, a strategy to mitigate adverse impacts and for quantifying the success of the mitigation must be identified. All necessary permits must be obtained for projects that include major habitat modifications.
- e. Projects applicant will provide a Project Management Plan which describes a long term plan for management and protection of the habitat(s) created, enhanced, preserved, or restored.

## 5. MATCHING FUNDS

The RMC does not require matching funds; however it is important to recognize the efforts of local communities to secure other funding, therefore special consideration will be given to projects which identify substantive matching funds for otherwise competitive project proposals.



## 6. PUBLIC HEALTH

The RMC is committed to facilitating project opportunities for low impact recreation to encourage community members to exercise. Physical inactivity, *obesity or other chronic health problems* are major risk factors for many chronic illnesses and disabilities. RMC believes that access to open space, parks, and trails promote healthy lifestyles and provide opportunities for regular physical activity that is crucial to preventing obesity.

## 7. RECREATION

The RMC is committed to improving the quality of life for the communities in which we work. Low impact recreational opportunities in parks, open space, and trails enhance the overall health and well-being – critical to personal quality of life. Recreational opportunities facilitate social interactions, as well as improve moods, reduce stress and enhance a sense of *physical and mental* wellness. RMC projects will create areas that allow for communities to engage in low impact physical activity.

## 8. RESTORATION

- a. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the restoration of natural habitat is within the scope of the project. The suitability of the site for restoration should be reviewed, acknowledging that the hydrology, topography, and native plant communities must all be returned to their historic condition in order to qualify as a ‘true’ restoration project.
- b. The potential for a project to result in habitat alterations or other similar disturbances must be considered and addressed. If the project negatively impacts existing habitat as part of the restoration, a strategy to mitigate adverse impacts and for quantifying the success of the mitigation must be identified. All necessary permits must be obtained for projects that include major habitat modifications.
- c. Projects applicant will provide a Project Management Plan which describes a long term plan for management and protection of the habitat(s) created, enhanced, preserved, or restored.

## 9. SCENIC VISTAS

The RMC is committed to projects that create or enhance vistas to natural, architectural or cultural resources, and the use of local indigenous plants as visual screens within urban settings.

## 10. STAKEHOLDERS/PARTNERS

The RMC is committed to projects that are well designed and appropriately used by the community once completed. The stakeholder process is a critical element to all successful projects. Each project will identify and include a plan to involve stakeholders/partners in their project. Stakeholders/Partners on a project are those that can give strategic and expert information to ensure the project is successful. These groups may include, but are not limited to; the surrounding community, agencies with jurisdiction over the project, non-profit organizations in the community, and other staff/departments of the project applicant’s organization. Community meetings should be presented in a language that is reflective of the community and further, these meeting should be held at times when the target audience is likely to attend.

The RMC encourages partnerships with State or local youth employment programs (e.g., California Conservation Corps, Los Angeles Conservation Corps, San Gabriel Conservation Corps and/or similar youth employment programs).

- a. Each project will include stakeholder communication and participation in the development, design, and construction of a project, where appropriate.
- b. The project will include active stakeholder participation during all phases. Some examples of stakeholder participation are:
  - i. Focus groups: a specific small group of the community with expertise, knowledge or that will be affected by the project.
  - ii. Community meetings: a series of meetings where a large portion of the community surrounding or influenced by the project, as well as agencies, non-profits, school personnel, etc., are invited to be informed and updated then asked to give input to the project.
  - iii. Technical groups/committees: a series of meetings where government agencies, experts, academics (appropriate to the project) are asked to give expert advice on a project.

## 11. STEWARDSHIP AND MANAGEMENT PLAN

Stewardship is a critical component of a successful project and due to the often difficult budgetary constraints faced by project applicants it is mandatory that each RMC funded project have a long term sustainable management plan in place.

- a. Each project will have active stakeholder participation in the long-term management of the facility/site.
- b. A post-restoration habitat maintenance plan must accompany habitat restoration plans.
- c. Committed involvement by qualified community groups in future habitat stewardship is highly encouraged.

## 12. SUSTAINABILITY

RMC is committed to addressing global climate change and sustainable practices through the creation of new parks, open space, and trails, promotion of water conservation and recycling, use of sustainable materials, enhancing multi-use transit opportunities, and developing partnerships to reduce the carbon footprint of communities. Therefore the following principles will apply to all projects submitted for RMC funding:

- a. Projects which include construction or renovation of buildings/structures larger than 1,000 gross square feet must be consistent with elements in the Leadership in Energy and Environmental Design (LEED), US Green Building Council standards for (1) Sustainable site planning, (2) Safeguarding water and water efficiency, (3) Energy efficiency and renewable energy, (4) Conservation of materials and resources, and (5) Indoor environmental quality. Projects which include construction or renovation of buildings/structures larger than 10,000 gross square feet must achieve at least Silver Level of LEED Certification. Information on the LEED program is located at: <http://www.usgbc.org>.
- b. Lighting elements required as part of the project must be environmentally sensitive. Directional lighting must be used to minimize any impact to wildlife and reduce light pollution. Care should be taken to minimize the number of hours lighting is needed.

- c. Use of sustainable energy sources, such as solar or wind power is encouraged for appropriate project elements.
- d. A minimum of 50% of hardscape elements (gates, fences, lighting fixtures, benches, bike racks, drinking fountains, signage, etc.), must be recycled material content products, to further the RMC's mission of sustainable development. A resource guide for Recycled Material Content Products is located at: <http://www.ciwmb.ca.gov/RCP/>.
- e. Plant materials shall exclude the use of invasive exotic plant species, as listed in the document "*California Invasive Plants Inventory*" published by the California Invasive Plant Council. For more information refer to the planning palette section of: <http://www.cal-ipc.org/ip/inventory/index.php>. Furthermore, any invasive exotic plant species that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- f. A minimum of 75% of the landscaping will be comprised of locally native plant species included in the RMC adopted plant palette. To maintain and support the integrity of local genetic biodiversity, plants shall be propagated from appropriate local sources consistent with Objective C-1 of the Los Angeles River Master Plan Landscape Guidelines, or the San Gabriel River Watershed Plant List, as it becomes available. Projects located in natural areas are required to use native plant species appropriate to that region. Referenced guidelines and plant lists adopted by RMC are located at: <http://www.rmc.ca.gov/grants/resources.html>.
- g. Facilities shall incorporate appropriate elements for the collection of recyclable materials, and elements that contribute to trash reduction
- h. Facilities shall have infrastructure that facilitates and promotes the use of environmentally sound transportation to and from the site (bike racks, etc.). Parking facilities should be designed to limit environmental impacts.

### 13. TRAILS/MULTI-USE TRAILS

The RMC is committed to providing *bike, hiking and equestrian* trails, improving access to trails and adding trails within its territory.

- a. All trails will be designed for multiple uses as appropriate to the site and community.
- b. When planning a trail the guiding principles in "Planning Trails with Wildlife in Mind" available on the RMC website (<http://www.rmc.ca.gov/grants/resources.html>) must be utilized in the trail design.
- c. A useful resource for trail design and management is "*Trails for the 21<sup>st</sup> Century: Planning, Design and Management Manual for Multi-Use Trails*" (Flink et al: 2001). This resource has useful information on sustainable design and construction as well as wildlife concerns in design and management of trails.

### 14. URBAN LANDS

The RMC believes that urban parks, open space, trails *and other outdoor settings* are critical elements to a community's infrastructure. This "green" infrastructure particularly in urban areas provides much needed opportunities for recreation and community areas for residents to enjoy nature. RMC is committed to working with public and private partners to create new parks, open space, and trails in areas with the greatest need. Many urban areas lack adequate parkland to meet the needs of community residents, especially youth and low-income residents. RMC is working with our partners to facilitate increased opportunities for parks through a variety of strategies that include joint-use agreements, land acquisition, development of existing public land, and restoration of negatively impacted sites.

## 15. WATER RESOURCES AND QUALITY

The RMC encourages projects which provide for water conservation, groundwater recharge, improve storm water quality, drinking water quality, and flood management using natural and non-structural systems.

- a. Site grading, bio swales, and/or porous materials will be used to retain storm water on site to the maximum extent feasible, consistent with the Standard Urban Storm Water Mitigation Program adopted by the LA Regional Water Quality Control Board. Information is available online at: [http://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/sw\\_reports\\_and\\_documents.shtml](http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/sw_reports_and_documents.shtml)
- b. Porous materials and/or recycled paving materials will be used instead of impervious paving materials for projects requiring pavement (i.e., parking lots, trails, etc.) unless prohibited by local building codes.
- c. Storm water best management practices (BMPs) must be utilized on the project site. In areas where grading, vegetation clearing, or planting is planned, BMPs must be utilized to control excessive erosion while vegetation becomes established.  
See <http://www.cabmphandbooks.com> for more information.
- d. Any irrigation installed on the project site must be a water efficient irrigation system. In projects where turf is planned, both a rain sensor and a soil moisture meter are required to ensure water efficient irrigation practices. A rain sensor will halt irrigation on days it is raining, eliminating excessive water runoff. A soil moisture meter will automatically shut off irrigation when the root zone of the turf becomes saturated, preventing excessive irrigation runoff.
- e. All projects funded by the RMC must be consistent with applicable water supply; water quality and flood control policies and conform to the requirements of Public Resources Code Section 32621.
- f. Projects that include open water should include design elements and maintenance schedules that inhibit mosquito breeding and reduce the need for vector control. For guidelines and more information please see:

<http://anrcatalog.ucdavis.edu/InOrder/Shop/ItemDetails.asp?ItemNo=8125>

<http://anrcatalog.ucdavis.edu/InOrder/Shop/ItemDetails.asp?ItemNo=8117>

**Exhibit F**

**Memorandum of Unrecorded Grant Agreement**

State of California )  
San Gabriel and Lower Los Angeles )  
Rivers and Mountains Conservancy )  
Belinda V. Faustinos )  
100 N. Old San Gabriel Canyon Road )  
Azusa, CA 91702 )

*Space above this line for Recorder's use*

**MEMORANDUM OF UNRECORDED GRANT AGREEMENT**

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of \_\_\_\_\_, \_\_\_\_\_, is recorded to provide notice of an agreement between the State of California, by and through the San Gabriel and Lower Los Angeles 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 Attachment 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

- A. 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.
- B. 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.
- C. 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.

- D. Said Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation 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.
  
- E. For additional terms and conditions of the Agreement, reference should be made to the Grant Agreement, which is on file with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, located at 100 N. Old San Gabriel Canyon Road, Azusa, California 91702.

GRANTEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agreement Number: RMC10004

**Exhibit F, Attachment A**  
**Real Property Description – to be provided by Grantee**

**Exhibit G**  
**Environmental Compliance Certification Form**  
California Environmental Quality Act (CEQA) and/or  
National Environmental Policy Act (NEPA)

**Grantee/Applicant:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**When was CEQA/NEPA analysis completed for this project? Date** \_\_\_\_\_

**What document(s) was filed for this project's CEQA analysis: (check all that apply)**

- Initial Study     Notice of Exemption     Negative Declaration     Mitigated Negative Declaration
- Environmental Impact Report     Other: \_\_\_\_\_

**Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.**

**What document(s) was filed for this project's NEPA analysis: (check all that apply)**

- Categorical Exclusion Determination     Environmental Assessment/Finding of no Significant Impact (EA/FONSI)     Environmental Impact Statement (EIS)/Notice of Availability



Agreement Number: RMC10004

Other: \_\_\_\_\_

**Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.**

**Lead Agency Contact Information:**

Agency Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification:**

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA/NEPA analysis for this project encompasses all aspects of the work to be completed with grant funds.

---

Authorized Representative  
(Signature)

---

Authorized Representative  
(Printed Name and Title)

---

Date

## Exhibit H

# Signage Guidelines (Minimum Requirements)

### Authority

All Projects funded by RMC under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), 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 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and promote the benefits provided by Bond fund assistance.

Additional Project-specific signage may be required for other purposes, i.e., Projects which include trails, interpretive elements, etc.

### Approvals

All Project signage must be submitted for approval by the Project Manager prior to construction.

### Types of Signs

#### 1. Construction Signage to be posted during construction

Grantees are required to post a sign at the Project site during construction for those Projects funded in excess of \$750,000 and/or those Projects located in areas of high visibility (such as near a major thoroughfare). Recommended minimum size of sign: 4 feet x 8 feet, language and RMC universal logo information provided below. On construction signage, 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, as approved by Project Manager

#### 2. Permanent Signage to be Posted Upon Completion (required for all Projects)

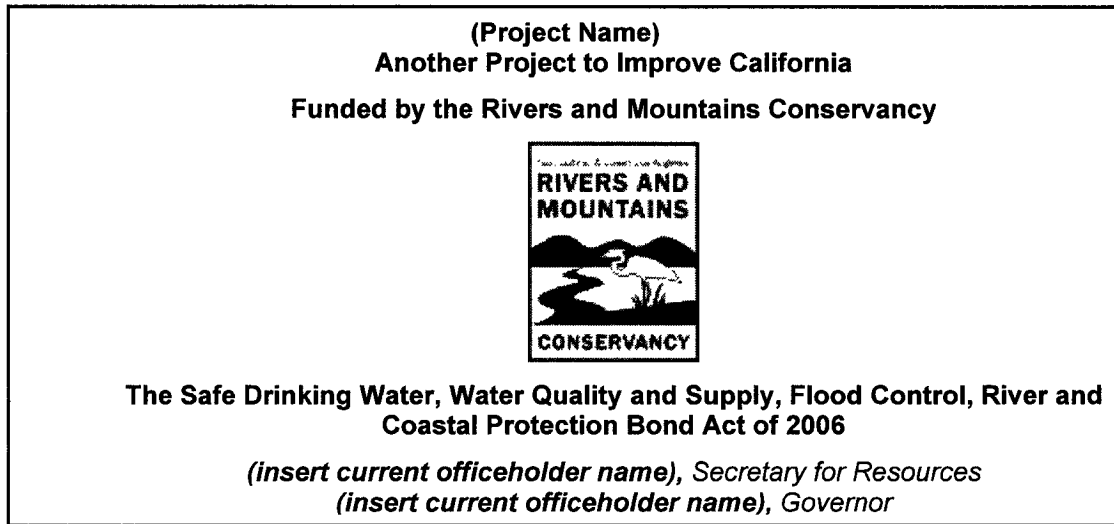
All Grantees are required to post permanent signage at the Project site. The sign must be available at time of final Project inspection. All signs must include the RMC universal logo. There is no minimum or maximum size for the sign (other than the minimum size for the logo on construction signage) as long as the sign contains the required wording (see below).

#### 3. Project Specific Signage

Additional Project-specific signage may be required for other purposes, i.e., directional signage, trail identification, interpretive elements, etc. All Project signage must be coordinated with appropriate local signage requirements and submitted for approval by the Project Manager prior to construction.

**Language for Construction and Permanent Signage**

All construction and permanent signs will contain the minimum language below:



The name of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

**RMC Universal Logo**

All signs will contain the RMC Universal logo. The logo templates are available on line at <http://www.rmc.ca.gov/grants/resources.html>. The Project Manager can also provide the logo electronically upon request.

- On all signage, the logo must be mounted in an area to maximize visibility and durability.
- On construction signage only, 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. Project specific signage such as directional signage, trail identification, interpretative signage, etc., must be provided for the life of the Project.

**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. Alternate signage must be clearly recognizable as RMC Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 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 California Department of Transportation (Caltrans) encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. Caltrans website: <http://www.dot.ca.gov/>.

**Further Questions**

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

**Exhibit I  
Eligible and Ineligible Costs**

**ELIGIBLE COSTS All eligible costs must be supported by appropriate documentation**

<b>COSTS</b>	<b>EXPLANATION</b>	<b>EXAMPLES</b>
Preliminary Costs (not to exceed 20% of grant total)	<ul style="list-style-type: none"> <li>Costs incurred after a Agreement with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs</li> <li>Expenditure subject to maximum of 20% of total grant</li> </ul>	<ul style="list-style-type: none"> <li>CEQA compliance</li> <li>Construction plans</li> <li>Permits/Appraisals</li> <li>Acquisition documents, etc.</li> </ul>
Personnel or Employee Services	<ul style="list-style-type: none"> <li>Must be computed according to the Grantee's prevailing wage or salary scales</li> <li>Must be computed on actual time spent on Project</li> <li>Must not exceed the Grantee's established rates for similar positions</li> </ul>	<ul style="list-style-type: none"> <li>Wages and benefits</li> <li>Work performed by another section/department in agency</li> </ul>
Consultant Services	<ul style="list-style-type: none"> <li>Costs paid to consultants necessary for the Project</li> <li>Consultants must be paid in compliance with the Grantee's customary method and rate</li> <li>No consultant fee shall be paid to the Grantee's own employees without prior approval</li> </ul>	<ul style="list-style-type: none"> <li>Costs paid to consultants necessary for the Project</li> </ul>
Construction	<ul style="list-style-type: none"> <li>All necessary construction activities</li> <li>Construction management</li> </ul>	<ul style="list-style-type: none"> <li>Site preparation, grading</li> <li>Facility development</li> <li>Inspection and construction management</li> </ul>
Construction Equipment	<ul style="list-style-type: none"> <li>The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes</li> <li>The Grantee may use the California Department of Transportation's equipment rental rates as a guide</li> <li>The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage</li> <li>The equipment use charges must be made in accordance with the Grantee's normal accounting practices</li> <li>The Grantee must describe the work performed, the hours used, and related use to Project</li> </ul>	<ul style="list-style-type: none"> <li>Rental equipment</li> <li>Leased equipment</li> <li>Purchased equipment</li> </ul>
Fixed Equipment	<ul style="list-style-type: none"> <li>Equipment permanently fixed to Project facility</li> </ul>	<ul style="list-style-type: none"> <li>Fixed resting areas/benches</li> </ul>
Construction Tools/Supplies/Materials	<ul style="list-style-type: none"> <li>May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay</li> <li>Costs may be capitalized according to the Grantee's standard policy</li> <li>The Grantee may only claim those costs reasonably attributable to the Project</li> </ul>	<ul style="list-style-type: none"> <li>Materials such as concrete, wood, etc.</li> <li>Supplies such as fasteners, nails, or other hardware and non-fixed equipment</li> </ul>
Relocation Costs	<ul style="list-style-type: none"> <li>Costs resulting in displacement of a person/business</li> <li>The Grantee shall comply with State Relocation Act requirements.</li> </ul>	<ul style="list-style-type: none"> <li>See Chapter 16, Section 7260, <u>Government Code</u>.</li> </ul>
Acquisition Costs	<ul style="list-style-type: none"> <li>Appropriate costs of acquiring real property</li> <li>DGS approved appraisal costs</li> </ul>	<ul style="list-style-type: none"> <li>Purchase price/Appraisals</li> <li>Title/Escrow fees</li> <li>Surveying/Improvements</li> </ul>
Indirect/Overhead	<ul style="list-style-type: none"> <li>Costs shall not exceed 10% of grant total</li> </ul>	<ul style="list-style-type: none"> <li>Administrative overhead</li> </ul>
Restoration/Rehabilitation Costs	<ul style="list-style-type: none"> <li>All required materials for restoration/rehabilitation work</li> <li>Includes removal and disposal of exotic/invasive species</li> </ul>	<ul style="list-style-type: none"> <li>Planting/Soil improvements</li> <li>Irrigation systems (temporary or permanent, as applicable)</li> </ul>
Environmentally Aimed BMP Measures	<ul style="list-style-type: none"> <li>Components to storm water management projects that include habitat supporting measures</li> </ul>	<ul style="list-style-type: none"> <li>Filtration systems</li> <li>Erosion control materials</li> </ul>
Education Infrastructure	<ul style="list-style-type: none"> <li>All fixed materials that serve interpretive or educational purposes</li> </ul>	<ul style="list-style-type: none"> <li>Signs/Interpretive aids/Kiosks</li> </ul>
Miscellaneous	<ul style="list-style-type: none"> <li>Other Project-related costs</li> </ul>	<ul style="list-style-type: none"> <li>Communications expenses</li> <li>Construction insurance</li> <li>Signs/Interpretive aids</li> </ul>

COSTS	EXPLANATION	EXAMPLES
		<ul style="list-style-type: none"> <li>• Transportation costs</li> </ul>

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

Agreement Number: RMC10004

**Exhibit J**  
**Payment Request Form**  
**San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)**  
 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447

<b>1. DATE OF PAYMENT REQUEST</b>	<i>FOR RMC USE ONLY</i>
<b>2. GRANT NUMBER RMC</b>	
<b>3. GRANTEE NAME</b>	
<b>4. PROJECT TITLE</b>	
<b>5. TYPE OF PAYMENT</b> ▶ <input type="checkbox"/> ADVANCE REQUEST <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input type="checkbox"/> RETENTION	

**6. PAYMENT INFORMATION**

<u>WORK PERFORMED:</u> FROM: _____ TO: _____ <small>Beginning &amp; Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.</small>	PAYMENT #:	<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
a. ORIGINAL Amount of Grant		\$	
b. TOTAL Payments REQUESTED to Date (Including Retention)		\$	
c. AVAILABLE Grant Balance (a minus b)		\$	
d. TOTAL Amount of <u>this</u> Payment Request (Including Retention)		\$	
e. LESS 10% Retention of <u>this</u> Payment Request (10% item d)		\$	
f. ACTUAL Payment ISSUED for <u>this</u> Request (d minus e)		\$	
g. AVAILABLE Grant Balance AFTER <u>this</u> Payment Request. (c minus d)		\$	
h. TOTAL Retention held to date ( b + d ) x 10%		\$	
i. TOTAL Remaining Grant Balance, including Retention held. (g + h)		\$	

An approved Payment Request Form (Exhibit J) constitutes a valid invoice for payment. (REV 12-08)  
Exhibits K – O must be attached to validate this Payment Request

<b>7. MAKE WARRANT PAYABLE TO:</b>	
GRANTEE NAME (OR) (see rev side)	_____
PAYEE NAME (If different from Grantee)	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
ATTENTION:	_____

<b>Authorized Signature - GRANTEE</b>	<b>TITLE</b>	<b>DATE</b>
---------------------------------------	--------------	-------------

**FOR RMC USE ONLY**

<b>Authorized Signature - PAYMENT APPROVAL</b>	<b>TITLE</b>	<b>DATE</b>
--	--------------	-------------



**PAYMENT INSTRUCTIONS**

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

- 1. DATE of PAYMENT REQUEST – Date Payment Request was submitted
- 2. GRANT NUMBER – RMCXXXX As shown in Certification of Funding section of the Project Grant
- 3. GRANTEE – Name of Grantee as shown on the Project Agreement
- 4. PROJECT TITLE – Title of Project for which payment is requested
- 5. TYPE OF PAYMENT – Check appropriate box (Use form J-A for Advance Release)
- 6. PAYMENT INFORMATION

WORK PERFORMED: FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
**This is now required by STATE CONTROLLER. Payment cannot be made without this information.**  
Beginning & Ending dates of work performed during the invoiced period.  
Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.

- a. ORIGINAL Amount of Grant
- b. TOTAL Payments REQUESTED to Date (Including Retention)
- c. AVAILABLE Grant Balance (a minus b)
- d. TOTAL Amount of this Payment Request (Including Retention)
- e. LESS 10% Retention of this Payment Request (10% item d )
- f. ACTUAL Payment ISSUED for this Request (d minus e)
- g. AVAILABLE Grant Balance AFTER this Payment Request. (c minus d)  
*Grantee should use this figure to budget expenses for the remaining tasks of the agreement.*
- h. TOTAL Retention held to date ( b + d ) x 10%
- i. TOTAL Remaining Grant Balance, including Retention held. (g + h)

7. **MAKE WARRANT PAYABLE TO:**

GRANTEE NAME: \_\_\_\_\_ (Please do NOT complete both GRANTEE & PAYEE fields)

**OR**

PAYEE NAME: \_\_\_\_\_ (If different from Grantee Name; ie Escrow/Title Co)

8. AUTHORIZED SIGNATURE - Grantee

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.

Agreement Number: RMC10004

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

Agreement Number: RMC10004

**Exhibit J-A**

**Advance Release Form for Previously Advanced Funds  
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)  
100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447**

7. DATE OF ADVANCE RELEASE	<i>FOR RMC USE ONLY</i>
8. GRANT NUMBER RMC	
9. GRANTEE NAME	
10. PROJECT TITLE	
11. TYPE OF REQUEST ► <input type="checkbox"/> ADVANCE RELEASE <input type="checkbox"/> ADVANCE RECONCILIATION <input type="checkbox"/> FINAL RELEASE OF ADVANCE RETENTION	

**6. ADVANCE RELEASE INFORMATION :**

<b>WORK PERFORMED:</b> FROM: _____ TO: _____ <small>Beginning &amp; Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT</small>		<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
a. <b>ADVANCE</b> Amount	\$		
b. <b>TOTAL</b> Advance Releases <b>REQUESTED</b> to Date (Including Retention)	\$		
c. <b>AVAILABLE</b> Advance Amount (a minus b)	\$		
d. <b>TOTAL</b> Amount of <b>this</b> Advance Release (Including Retention)	\$		
e. <b>LESS</b> 10% Retention of <b>this</b> Advance Release Request (10% item d)	\$		
f. <b>ACTUAL</b> Advance Amount <b>RELEASED</b> for <b>this</b> Request (d minus e)	\$		
g. <b>REMAINING</b> Advance Amount <b>AFTER this</b> Release. (c minus d)	\$		
h. <b>TOTAL Retention</b> held to date ( b + d ) x 10%	\$		
i. <b>Remaining</b> Advance Amount Available, including Retention held. (g + h)			

<b>Total Grant Amount:</b>	
GRANTEE NAME <b>(OR)</b> (see rev side)	
STREET ADDRESS	
STREET ADDRESS	
CITY, STATE, ZIP CODE	
<b>ATTENTION:</b>	

<b>Authorized Signature - GRANTEE</b>	<b>TITLE</b>	<b>DATE</b>

**FOR RMC USE ONLY**

Agreement Number: RMC10004

Authorized Signature - PAYMENT APPROVAL	TITLE	DATE

**ADVANCE RELEASE INSTRUCTIONS**

The following instructions correspond to items on the ADVANCE RELEASE Form, which is to be used to request release of previously advanced funds for payment of expenditures

- 9. DATE of ADVANCE REQUEST – Date Advance Request was submitted
- 10. GRANT NUMBER – RMCXXXX As shown in Certification of Funding section of the Project Grant
- 11. GRANTEE – Name of Grantee as shown on the Project Agreement
- 12. PROJECT TITLE – Title of Project for which payment is requested
- 13. TYPE OF PAYMENT – Check appropriate box
- 14. **ADVANCE RELEASE INFORMATION –**

<p>WORK PERFORMED: FROM: _____ TO: _____</p> <p><b>This is now required by STATE CONTROLLER. Payment cannot be made without this information.</b></p> <p>Beginning &amp; Ending dates of work performed during the invoiced period.</p> <p>Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.</p>
--

- a. **ADVANCE** Amount
- b. **TOTAL** Advance Releases **REQUESTED** to Date (Including Retention)
- c. **AVAILABLE** Advance Amount (a minus b)
- d. **TOTAL** Amount of **this** Advance Release (Including Retention)
- e. **LESS** 10% Retention of **this** Advance Release Request (10% item d )
- f. **ACTUAL** Advance Amount **RELEASED** for **this** Request (d minus e)
- g. **REMAINING** Advance Amount **AFTER** **this** Release. (c minus d)
- h. **TOTAL Retention** held to date ( b + d ) x 10%
- i. **Remaining** Advance Amount Available, including Retention held. (g + h)

**AUTHORIZED SIGNATURE – Grantee:**

Advance Release request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting amounts, dates, recipients, and purpose of the charges.

***Advance Release requests without complete and accurate documentation will not be 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: RMC10004

**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

**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>Amount</u>
--------------------------	-----------------------------	----------------------------	---------------

\*Total \$ \_\_\_\_\_

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



Agreement Number: RMC10004

**Exhibit N**

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

Grantee Name \_\_\_\_\_

Agreement Number \_\_\_\_\_

Task	Date	Recipient	Warrant	Check # Total
------	------	-----------	---------	------------------

\*Total \$ \_\_\_\_\_

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

Agreement Number: RMC10004

**Exhibit O**

**Report of Alternative Funding Expenditures**  
(Current Payment Request)

Grantee Name \_\_\_\_\_  
Agreement Number \_\_\_\_\_

<u>Task</u>	<u>Funding Source</u>	<u>Date</u>	<u>Amount</u>
-------------	-----------------------	-------------	---------------

\*Total \$ \_\_\_\_\_

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

**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:**

**RMC Project Number:**

**Submitted by:**

**Date Submitted:**

**Summary of Work Completed During This Reporting Period, corresponding to Tasklist and Timeline**

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 – please attach)**

**Exhibit Q**

**Quarterly Expenditure Projection Report  
(Current Periods Only)**

**Project Name:**  
**RMC Project Number:**  
**Submitted by:**  
**Date Submitted:**

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
		\$	\$	\$
<b>GRAND TOTAL</b>				\$

**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  
(Submit one time at beginning of project)**

**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 40     Prop 50     Prop 84     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:**

**Biography of Grantee:**

---

**Biography of Project:**

---

**Short-term Goals:**

**Long-term Goals:**

**In accordance with Section P of the Grant Agreement, grantee shall submit an on-line computer catalog entry to the California Environmental Information Catalog ("CEIC") for all geographic information products and reports which characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The CEIC is available on the Internet at <http://gis.ca.gov/ceic/newCatalog.php>. Electronic information should be supplied in Federal Geographic Data Committee metadata format, as possible. However, if the Executive Officer directs that certain information should not be disclosed, the grantee shall not include that information in the entry. A copy of this submittal shall be provided to the RMC.**

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

**Exhibit S**

STATE OF CALIFORNIA

**PAYEE DATA RECORD**

(Required in lieu of IRS W-9 when doing business with the State of California)

STD 204 (REV. 1-25-00)

**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1  PLEASE RETURN TO:	DEPARTMENT/ OFFICE	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.  (See Privacy Statement on reverse)
	STREET ADDRESS	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	

2	PAYEE'S BUSINESS NAME
MAILING ADDRESS (Number and Street or P. O. Box Number)	
(City, State and Zip Code)	

3	CHECK ONE BOX ONLY	<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer ID number.
VENDOR ENTITY INFORMATION	<input type="checkbox"/> LEGAL CORPORATION <span style="margin-left: 200px;"><input type="checkbox"/> PARTNERSHIP</span>	
	<input type="checkbox"/> MEDICAL CORPORATION <span style="margin-left: 200px;"><input type="checkbox"/> ESTATE OR TRUST</span>	
	<input type="checkbox"/> EXEMPT CORPORATION	
	<input type="checkbox"/> ALL OTHER CORPORATIONS <small>FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)</small>	
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <small>SOCIAL SECURITY NUMBER OF OWNER</small> <span style="margin-left: 100px;"><small>OWNER'S FULL NAME (Print)</small></span>	

4	CHECK APPROPRIATE BOX(ES)	<b>NOTE:</b> a. An estate is a resident if decedent was a California resident at time of death b. A trust is a resident if at least one trustee is a California resident (See reverse)
PAYEE RESIDENCY STATUS	<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	
	<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding	
	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	
	<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	

5	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b>		
CERTIFYING SIGNATURE	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE NUMBER

**Exhibit T**

**Project Certification Form  
(Complete one time at end of project)**

GRANTEE NAME: \_\_\_\_\_

AGREEMENT NUMBER: \_\_\_\_\_

GRANTEE CONTACT FOR AUDIT PURPOSES:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE/EMAIL: \_\_\_\_\_

<b>PROJECT DESCRIPTION – List planning effort, facilities developed and/or property acquired</b>

<b>LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):</b>

INTEREST EARNED ON ADVANCE GRANT AMOUNT (If applicable): \$ \_\_\_\_\_

IF DEVELOPMENT PROJECT, HAS A NOTICE OF COMPLETION BEEN FILED?    YES     NO

<b>IF NO, PLEASE EXPLAIN:</b>

<b>IF YES, PLEASE ATTACH A COPY</b>
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Agreement Number: RMC10004

ACQUISITION PROJECTS MUST PROVIDE COPIES OF THE FOLLOWING DOCUMENTS:

MEMORANDUM OF UNRECORDED GRANT AGREEMENT (EXHIBIT F)

RECORDED DEED

CLOSING ESCROW STATEMENT

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) within the Performance Period of the Contract and/or the Amendments (\_\_\_ through \_\_\_) and that the Project(s) is/are complete and we have made final payment for all work.

\_\_\_\_\_  
Grantee Project Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee Project Representative Title