
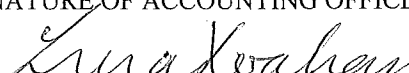


Agreement Number: RMC10004 / Amendment One

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

**AMENDMENT ONE**  
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	September 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>					
Amendment One will extend the timeline through September 30, 2012.					
All other Terms and Conditions remain the same.					
<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: City Manager Patrick H. West			PRINTED NAME AND TITLE OF PERSON SIGNING: Mark Stanley, Executive Officer		
DATE SIGNED: 7/31/12			DATE SIGNED: 8/9/12		
<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		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE		FUNCTION			
TOTAL GRANT AMOUNT \$1,100,000.00		LINE ITEM ALLOTMENT 3825-301-6051011		CHAPTER 268	STATUTE 2008 FISCAL YEAR 08/09
T.B.A NO.	B.R. NO.	INDEX L120	OBJ. EXPEND 801.03	PCA 30112= \$462,221.00 32700= \$437,779.00	PROJECT/WORK PHASE
				30118=\$200,000.00	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER 			DATE 8/23/12		

Rev. 12-1-08

K:\Agreements\Grants\RMC10004ColoradoLagoonDredging\RMC10004Agreement

By

7.19.2012  
  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

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**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

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

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);

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.

- 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**

Agreement Number: RMC10004 / Amendment One

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

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

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.

City of Long Beach  
Colorado Lagoon Restoration  
Exhibit A Timeline and Tasklist (RMC10004)  
July 2012 (Extension Request)

		Task by Year/Month									
TASK LIST	Percent Complete	11-Apr	11-May	11-Jun	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	
Community Outreach (Accomplished in Phase 1)	100%										
City Community Outreach											
Construction Drawings (Accomplished in Phase 1)	100%										
Site Preparation											
Weed Clearance (Accomplished in Phase 1)	100%										
PHASE 2											
Project Management											
Post Bid for Contractors											
Open Bids and Select Contractor											
Contract Execution											
BASE BID - WEST ARM DREDGING, TREATMENT AND DISPOSAL											
Mobilization/Demobilization											
Storm Water Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control - Base Bid West Arm											
Sediment Removal and Truck to Port of Long Beach - Base Bid West Arm											
Sediment Treatment - Base Bid West Arm											
Construction Management											
Grand Opening											
Celebration											

City of Long Beach  
Colorado Lagoon Restoration  
Exhibit A Timeline and Tasklist (RMC10004)  
July 2012 (Extension Request)

TASK LIST		Task by Year/Month									
		11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep
<b>Community Outreach (Accomplished in Phase 1)</b>											
<b>City Community Outreach</b>											
<b>Construction Drawings (Accomplished in Phase 1)</b>											
<b>Site Preparation</b>											
Weed Clearance (Accomplished in Phase 1)											
<b>PHASE 2</b>											
<b>Project Management</b>											
Post Bid for Contractors											
Open Bids and Select Contractor											
Contract Execution											
<b>BASE BID - WEST ARM DREDGING, TREATMENT AND DISPOSAL</b>											
Mobilization/Demobilization											
Storm Water Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control - Base Bid West Arm											
Sediment Removal and Truck to Port of Long Beach - Base Bid West Arm											
Sediment Treatment - Base Bid West Arm											
Construction Management											
<b>Grand Opening</b>											
Celebration											

Colorado Lagoon Dredging and Restoration Project

\*Additional details available in 100% cost estimate. A revised project budget will be submitted after bidding is complete.

							Matching Funds		
	ITEMS	QTY	UNIT	UNIT COST	SUB TOTAL BASE COST	RMC Request	State Coastal Conservancy (Committed)	State Water Board (Awarded)	Army Corps of Engineers (Awarded)
<b>Phase II</b>									
	<b>BASE-BID WEST ARM</b>								
1	Contractors Mobilization (Including permits and temporary services) - Base Bid West Arm	1	LS	\$381,000	438,150.00	\$ -	\$ 238,150.00	\$ 200,000.00	
2	Storm Water Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control - Base Bid West Arm	1	LS	\$134,200	154,445.00	\$ -		\$ 154,445.00	
3	Side Slope Grading/Excavation, and Truck to Port of Long Beach - Base Bid West Arm	3,200	CY	\$17.60	64,400.00	\$ -		\$ 64,400.00	
4	Sediment Removal and Truck to Port of Long Beach - Base Bid West Arm	26,500	CY	\$38.78	\$1,078,573.50	\$ 50,000.00		\$ 29,573.50	\$1,000,000.00
5	Sediment Treatment - Base Bid West Arm	26,500	CY	\$70.39	\$2,054,188.75	\$900,000.00	\$ 151,898.25	\$ 1,012,288.50	

	ITEMS	QTY	UNIT	UNIT COST	SUB TOTAL BASE COST	RMC Request	State Coastal Conservancy (Committed)	State Water Board (Awarded)	Army Corps of Engineers (Awarded)
6	Construction Management	1	LS	10%	379,975.53	\$150,000.00	\$ 79,975.00	\$ 150,000.00	
7	Construction Contingency	1	LS	10%	379,975.53		\$ 239,975.53	\$ 150,000.00	
	<b>COLORADO LAGOON TOTAL PROJECT COSTS for Phase II</b>			\$4,659,706.30		\$ 1,100,000	\$ 700,000	\$ 1,759,707	\$ 1,000,000

## **Monitoring Plan Colorado Lagoon Restoration Project**

### **Colorado Lagoon Monitoring Plan**

This monitoring plan has been developed for the planned western arm restoration of Colorado Lagoon, which will be dredged of contaminated sediments, recontoured and revegetated with natives. The purposes of this monitoring plan are: 1) to guide implementation and generate information to formulate minor adjustments in the plan or mid-course corrections; and 2) to measure the success of the project.

All of the procedures in this plan will be performed with the guidance of the Los Angeles's District, Corps of Engineers. The plan is intended to measure and ensure achievement of the goals and objectives established during planning. It is intended to be flexible to allow readjustment as new information and conditions develop. The goals, objectives and performance criteria for this project are specified in this document.

### **Reference Conditions**

Other parts of the lagoon that have already been restored, like the eastern shore of the northern arm, will be used as a reference site. A pre-construction survey will also be conducted prior to construction to document the presence and number of invasive plants. Native plants that will be impacted will be salvaged to the greatest extent possible and replanted after construction in order to ensure genetic integrity. Pre and post construction pictures will be taken to help establish baseline conditions and project success.

### **Project Goals**

The goals of this restoration project are: to restore a salt marsh and inter-tidal mudflats; remove all non-native invasive plants, and remove all contaminated sediment in the lagoon bottom, which will improve the habitat quality for flora and fauna.

### **Objectives, Methodology and Frequency of Monitoring**

1. Remove all contaminated sediments from the lagoon's western arm floor to improve subtidal conditions. Success will be measured through a post-construction sediment quality analysis to verify sediment quality. Baseline conditions have been recorded through comprehensive pre-construction sediment testing, which will occur once, within 6 months of dredging.
2. Remove Bermuda grass from upland areas that are to be re-vegetated with natives. Success will be measured with regard to the percentage of the site where Bermuda grass was removed and no further growth observed. The site will be observed weekly during re-vegetation, then monthly once re-vegetation is complete during first year. After first year, a bi-annual survey will be conducted, and when necessary, corrective work will be conducted.
3. Re-vegetate intertidal and upland land areas with natives. Success will be measured through the success rate of planted natives. Plants that do not survive will be replaced. Site will be monitored for at least five years, weekly during re-vegetation period, monthly for a year after construction, and bi-annually after the first year. Students from California State University, Long Beach will be used for monitoring to take advantage of this unique educational opportunity.

### **Success Criteria and Corrective Action Triggers**

1. Were all contaminated sediments removed from the western arm (all sediments exceeding Effects-Range-Medium standard)?
2. Was at least 90 percent of Bermuda grass removed from areas planned for re-vegetation? If not, was corrective action taken?
3. Was the survival rate of replanted natives at least 60 percent during first and subsequent plantings? If not, was corrective action taken?

### RMC Project Development Plan

Grantee is required to develop and submit a Project Development Plan for RMC approval 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. 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. The WORKPLAN consists of Exhibit A – Timeline/Tasklist, Exhibit B – Budget/Cost Tracking, and Exhibit C – Monitoring Plan

Project Evaluation Criteria		BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:		Score
Project Development Plan will include:		Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
<b>1. Access Value</b>				
1.1. The project extends or provides a new point of access to the San Gabriel, Coyote Lario or LA River Bike Paths – OR –	<b>Illustrate using maps, photos and/or sketches. Address consistency with master plan.</b>	N/A	Examples: Transportation/ Community access map Reference to: General Plan Transportation Element or Bicycle Transportation Plan or Master Plan or LEED Neighborhood Design Plan, or other planning document formally recognized by Grantee's governing board. Signage Plan NOTE: May be part of General Check also: LEED Neighborhood Design/Pasadena Plan	0
1.2. The project creates a new access to a regional trail, recreational opportunity, or natural area.				
1.3. The project includes a directional signage program that enhances public access.	Describe program and program elements, users served etc. Utilize Access Board standards – Universal Access, i.e., sign legibility, height, appropriate language (i.e., English, Spanish, age level, etc.)	<i>A directional signage program is part of the Master Restoration Plan and will be implemented after the removal of contaminated sediments and construction of the perimeter trail when funding is identified. A goal of the signage program is to enhance public access and educate about the importance of wetland resources.</i>	Draft signage plan Draft graphics List of reviewers Comments received Final signage graphics and plan NOTE: must be consistent with applicable Los Angeles River, San Gabriel River Draft, Emerald Necklace Draft, or Coyote Creek draft signage, as posted on the RMC website	1

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Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
1.4. The project is within ¼ mile or 10 minutes walking distance of a residential area.	Show map	<i>The lagoon is surrounded by residential homes and various local schools, including Lowell Elementary, Rogers Middle School and Wilson High School. Please see the Area Map for visual aid.</i>	See 1.1/1.2	1
1.5. The project site is within 10 minutes/ ¼ mile from public transportation.	Show map, describe crossings, frequency and hours of operation	<i>Major Long Beach Transit Line stops at 7th Street and Park Ave. The Long Beach Shuttle stop is also within 10 minutes from the lagoon, near Park and 4th Street. Stops are frequent, approximately every 20 minutes, 7 days a week.</i>	See 1.1/1.2	1
1.6. The project provides access for the public, meeting the minimum guidelines established by the Access Board.	See 1.3	<i>The Colorado Lagoon will continue to provide free access to the public. Recreational improvements will enhance public enjoyment.</i>	See 1.3	1
1.7. Project is on land that is an underutilized public or private holding.	Describe and support with documentation and photos etc.	<i>The Colorado Lagoon was once one of Long Beach's most popular swimming locations. As the lagoon has degraded, its popularity and use has diminished. Cleaner water and sediments is expected to lead to increased enjoyment and use. The project EIR contains historic pictures of the lagoon's extensive use, including as the location for the 1932 Olympic diving trials.</i>	Describe and support with documentation and photos etc.	1

Project Evaluation Criteria		BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
Project Development Plan will include:		Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC		
2. Cultural or Historic Resource Value					
2.1. The project contains a registered archaeological, cultural, or historical resource.	Describe and support with documentation and photos etc.	N/A. The EIR did not identify any archaeological, cultural or historic resources.	CEQA/NEPA documentation		0
2.2. The project contains an archaeological, cultural, or historical resource of significance (but not registered).	See 2.1	N/A.	Appropriate land use documentation by City/County		1
2.3. The project contains an archaeological, cultural, or historic resource that is damaged.	See 2.1	N/A.	Appropriate land use documentation by City/County		1
3. Educational/ Interpretive Value					
Project specific, as appropriate					
3.1. Educational/Interpretive and/or informational elements are included.	Describe and support with documentation and photos etc. See Section 7.0 Description and support with LA River Guidelines, include natural, cultural and water elements	Educational/Interpretive signage is part of the Master Restoration Plan and will be implemented after the removal of contaminated sediments and the installation of the perimeter trail when funding becomes available. A goal of the signage is to familiarize residents and visitors of the value of wetlands and natural habitats.		Concept/theme(s) RFP for design/fabrication	1
3.2. There are identified goals and objectives for the educational/interpretive elements	Provide goals and objectives and target audience(s)	The signage will hold high educational values in the subject of life science as well as landscaping pallet.		Draft themes, language and graphics Draft signage plan	1

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
3.3. Signage or educational/interpretive message includes the natural history, cultural history, and watershed stewardship.	Will develop signage / interpretive plan – as appropriate	The signage will hold high educational values in the subject of life science as well as landscaping pallet. Will produce signage plan once available.	Draft signage plan Draft graphics List of reviewers Comments received Final signage graphics and plan	1
3.4. Signage is accessible for most users.	Access Board standards – Universal Access, i.e., sign legibility, height, appropriate language (i.e., English, Spanish, age level, etc.)	The signage will be placed in areas that are visible and accessible to all parties.	See 3.3 RFP/Designer/fabrication City/agency compliance with ADA List of reviewers Comments received Final signage graphics and plan	1
3.5. Signage is culturally and linguistically appropriate.	Access Board standards – Universal Access, i.e., sign legibility, height, appropriate language (i.e., English, Spanish, age level, etc.)	Will produce dimensions and logistics once available.	See 3.3 Draft signage, language and design List of reviewers Comments received Final signage graphics and plan	1

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Project Evaluation Criteria		BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC		
4. Habitat Value (NOTE: see RMC Guidelines for definitions of restoration, enhancement, preservation, etc.)	Sections 4.1 through 4.18 are critical elements intended for use in the development of the Biological Resource Report/Appendix 4.	Grantees must utilize the <i>Green Visions Website</i> (as applicable) for development of the <i>Biological Resource Report/Appendix 4</i> .			
4.1. The project results in new habitat and increases at least one of the following: terrestrial, avian, or aquatic habitats or creates new linkages or corridors. – OR –	Biological Resource Report or Scope of Work to obtain the report which demonstrates habitat elements of the project, identifies overarching regional project (if applicable), assessment plan, long term management plan detailing habitat and stewardship measures to be employed. See Appendix 1	The EIR includes a <i>Biological Resources Report</i> . The lagoon has established salt marsh communities that are degraded and will be restored and enhanced as part of the restoration project. In addition, additional inter-tidal and sub-tidal habitat will be created after the culvert cleaning, side slope recontouring and contaminated sediment removal activities.	<ul style="list-style-type: none"> <li>• Draft Biological Resources report</li> <li>• revisions (highlighted changes)</li> <li>• List of reviewers and comments received</li> <li>• Coordination with regulatory agencies</li> <li>• Environmental Commitment</li> <li>• Environmental Certification</li> <li>• GIS data</li> <li>• Final report</li> </ul>		5
4.2. The project preserves threatened natural habitat and protects native floral and faunal biodiversity that may be lost to a planned development. – OR –	See 4.1	See 4.1  Refer to <i>Biological Resources Section of EIR</i> .	See 4.1  Current species status from the following agencies CNDDB, CNPS  Current list of proposed developments and if available proposed construction schedule  Historical Ecology of the Area, what areas can be restored and provide quality habitat using Green Visions Website.		?

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
4.3 The project preserves threatened natural habitat and protects native floral and faunal biodiversity that may be lost to a planned development.		<i>The lagoon has been designated a "Park in Perpetuity". There are no development plans in place for the area other than the wetland restoration project outlined in the EIR.</i>		?
4.4 The project preserves existing natural habitat and protects native floral and faunal biodiversity.	See 4.1  Biological survey supporting existing biodiversity. Is the site part of a regional project?	See 4.1  <i>One of the main goals of the restoration is to preserve natural habitat and protect native floral and faunal biodiversity. As such, native plants will be propagated as much as possible from current lagoon plants and replanted after the dredging and recontouring to ensure genetic integrity.</i>	See 4.1  List of surrounding significant ecological areas or nature preserves and interconnections between these preserves if any and the proposed project	1
4.5 The project enhances degraded natural habitat that already exists on site and potentially increases native floral and faunal biodiversity	Habitat assessment and enhancement plan.	See 4.1  <i>More gentle slopes, improved water and sediment quality, better water circulation will enhance the lagoon degraded habitat and through later plantings, increase native floral and faunal biodiversity.</i>	See 4.1  Habitat assessment and enhancement plan.	1
4.6 The project includes an evaluation of the suitability, strategy, and success measures for the site's habitat preservation, creation, and/or enhancement.	Development of Restoration and Monitoring Plan	See 4.1  <i>Documents will be provided when available. A long-term maintenance plan will be developed.</i>	Restoration and Monitoring Plan and the Stewardship and Long-Term Management Plan	0

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
4.7. The project preserves/creates habitat diversity, biodiversity, and transitional ecotones.	Provide supporting documents and expected outcomes	Utilize the CDFG California Wildlife Habitat Relationships System Website to create habitat suitability ratings for the specific project site.  <a href="http://www.dfg.ca.gov/biogeodata/cwhr/morecwhr.asp">http://www.dfg.ca.gov/biogeodata/cwhr/morecwhr.asp</a>  Refer to Biological Resources and Project Description in EIR.	California Wildlife Habitat Relationships System Reports
4.8. The project supports substantial in-stream or native riparian habitat.	Provide supporting documents and expected outcomes	Utilize the NWI Wetlands Mapper and the Southern California Wetland Tracker to determine if project site supports riparian or wetlands.  <a href="http://www.fws.gov/wetlands/Data/Mappe.html">http://www.fws.gov/wetlands/Data/Mappe.html</a>  <a href="http://qis.wetlandtracker.org/southcoast.php">http://qis.wetlandtracker.org/southcoast.php</a>  The project supports saltwater wetland habitat. The lagoon is misclassified as a fresh water pond in the F&WS database.	Print NWI Wetlands and Southern California Wetland Tracker Maps
4.9. The project supports substantial upland native vegetative cover	Will develop biological report to substantiate.	See 4.1 Part of the western arm revegetation effort includes an upland area which will help buffer the reserve area from the local neighborhood. Upland native plants will provide more attractive bird foraging space.	Vegetation Mapping of the existing and proposed area either through CDFG protocol or through CNPS Rapid Assessments protocol  Data should be digital and transferable onto ArcMap9.2
			Score
			1
			0
			0

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
4.10. The project includes habitat that supports or may support either a special status species, or a candidate for special status species per federal, state, local, or California Native Plant Society designations.	Develop species specific conservation plan.	See 4.1 <i>Please refer to Biological Resources Report in EIR.</i>	Current species status from the following agencies CDEG CNDDB and CNPS	1
4.11. The project will protect at least ten Target Species based on Green Visions Biological Assessment.	Develop species specific conservation plan.	See 4.1	Print Green Visions Map with Target Species	0
4.12. The project supports unique and/or irreplaceable ecological systems, i.e., vernal pool, monarch breeding, migratory watering area, etc..	Will develop biological report to substantiate.	See 4.1 <i>Refer to Biological Resources Report. The project will provide enhanced bird foraging habitat to important migratory bird species, including the California Least Tern and pelicans.</i>	Include information in the Biological Resource Report as specified in 4.1	0
4.13. The project is located within a county-designated ecologically sensitive watershed area, i.e., Significant Ecological Area, Conceptual Area Protection Plan (CAPP), or other agency reviewed plan area.	Will develop biological report to show location and relevance.	See 4.1 <i>? Los Cerritos Wetlands Complex?</i>	State of consistency with SEA guidelines.	0

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
4.14. The project protects watershed processes enhances or supports downstream habitat.	Stream reach assessment, hydrological report and impact report.	See 4.1  The lagoon is the natural low point in the watershed. Current improvements under construction will divert low-flows and first storm water flush into sanitary sewer system. In addition, trash traps are being installed on all major storm drain outlets. These improvements will significantly improve water quality and prevent the recontamination of the lagoon sediments.	Include information in the Biological Resource Report as specified in 4.1
4.15. The project contains or connects to an identified, protected habitat linkage or movement corridor for wildlife as identified by the South Coast Wildlands or Green Visions.	Biological report identifying movement corridor, species and connections and/or crossing.	Maps and documents cross sections showing connection and stewardship plan.  ?Los Cerritos Wetlands Complex?	Print Green Visions Map with Wildlife Linkages supported within the project site.
4.16. The project includes habitat that provides a buffer between protected or proposed protected areas and incompatible uses (e.g. Wildland-Urban Interface).	Develop survey documenting subject habitat and adjacent conditions	Maps and documents showing buffer location and function and stewardship plan. Signage plan.  The goal of the western arm is to protect it as a wildlife reserve. The western arm will not contain a perimeter trail like other parts of the lagoon. The buffer will be the walking bridge. Creative landscaping will be used to discourage the public from intruding in this part of the lagoon.	Same as above
			Score
			0
			0
			0

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
4.17. The project is adjacent to publicly owned open space or private land protected under a conservation easement or similar perpetual restriction.	Will develop report supporting the criteria.	Maps and documents showing adjacency and stewardship plan.  Documents will be provided when available. Park in Perpetuity Local Ordinance. The lagoon is also listed on the Local Coastal Plan as in need of restoration. The plan requires its conservation.	Include information in the Biological Resource Report as specified in 4.1	0
4.18. The project is designed to avoid negative wildland/urban neighborhood interactions, i.e., use of pesticides, etc. (please explain)	Will develop report supporting the criteria.	Stewardship plan detailing each of the specific issues and specific solutions.  <i>Plan will be provided when complete.</i>	Include information in the Biological Resource Report as specified in 4.1	1
4.19. The project will be managed in such a manner as to provide maximum long term habitat protection (please explain)	Will develop long term management plan detailing habitat and stewardship measures to be employed.	See 4.1  <i>The goal of the lagoon restoration is to provide maximum long-term habitat protection. Success of all revegetation efforts will be carefully tracked for at least 5 years. Plan will be provided when available.</i>	Draft plan List of reviewers Comments received revision with highlighted changes	0
<b>5. Matching Funds</b>				
5.1. Project sponsor will contribute 100% or more matching funds (does not include services; can be other grants/gifts) OR	Budget showing each line item allocated by funding source, showing total project cost and all funding sources	Budget/Cost Tracking, Grant Agreement Exhibit B – use RMC template  <i>Refer to enclosed budget. RMC funds are being matched at more than 100% with State Coastal Conservancy, State Water Resources Control Board and U.S. Army Corps of Engineers grants. The City is also providing all project management services in-kind.</i>	Budget/Cost Tracking, Grant Agreement Exhibit B – use RMC template	10

Project Evaluation Criteria			BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:	
Project Development Plan will include:		Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
5.2. Project sponsor will contribute 50% or more matching funds (does not include services; can be other grants/gifts)	Budget showing each line item allocated by funding source, showing total project cost and all funding sources	Exhibit B – use RMC template	Exhibit B – use RMC template	0
<b>6. Public Health Value</b>				
6.1. The project contains elements which will encourage low impact physical activity such as walking, hiking, biking, exercising.	Should show how many and which elements fulfill this criteria.  Project scope should show how many people will be served and how (this should only be provided if the grantee has access to this data)	List of elements and targeted number of users linear feet of trails created; square feet of exercise amenities created. (for planning projects need to wait till end of CD stage to determine linear feet or square feet created)  <i>Will produce documents once available. Cleaner water and sediments will encourage greater use and enjoyment of lagoon swimming area (central basin).</i>	RFP/RFB/ Scope of Work Outreach Plan Signage Plan Concept Plan Permit schedule Conceptual budget Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	2
6.2. The project will serve an area that has a significant percentage of residents living with obesity and/or asthma or other chronic health conditions.	Fitness Gram Map from GV or PSA map.	Fitness Gram Map from GV or PSA map.  N/A.	Fitness Gram Map from Green Visions or PSA map.	2
6.3. The project contains signage elements that promote physical activity and "healthy living" practices	Indicate a scope of work to develop an interpretive plan including number of signs or other interpretive elements	interpretive plan including number of signs or other interpretive elements.  <i>The walking trail is meant to help encourage physical fitness and healthy living practices.</i>	<ul style="list-style-type: none"> <li>Draft interpretive plan</li> <li>List of reviewers and comments received</li> <li>Final plan</li> </ul>	0

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
6.4. The project addresses public safety issues within the neighborhood.	Identify issues and targeted solutions including monitoring.	Analysis of issues and proposed solutions. Identify organizations and public agencies involved in public safety measures/strategies impacting the project.	<ul style="list-style-type: none"> <li>Public safety report</li> <li>List of reviewers</li> <li>Comments received</li> <li>Final plan</li> </ul>	2
		<i>Refer to project EIR, Public Safety Section.</i>		
6.5. The project provides opportunities for human respite.	Describe type and quantity (benches, trail miles, overlooks etc.)	List of amenities and users served.  <i>Refer to Project Description in EIR. Public trails and educational viewing platform are part of the restoration plan. Viewing platform is currently being restored, as is the walking bridge.</i>	Budget/Scope of Work	2
6.6. The project creates a sense of community through educational outreach or community activities (i.e. public art, community events).	Indicate plan and monitoring of plan ( This element is more programmatic. How do they plan on engaging the community on ongoing programs. Will they dedicate staff to implement their plan?	Part of Stewardship Plan? Yes!  <i>The City of Long Beach has partnered with the Friends of Colorado Lagoon to operate the Colorado Lagoon Wetlands and Marine Science Education Center (WAMSEC). The WAMSEC provides year-round educational programs to engage the community.</i>	Stewardship	2

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
<b>7. Recreational Resource Value</b>	For most projects, planning will follow a design process reflected in the Project Dev. Plan and will define the type of deliverables that would appear in the Tasklist, Timeline and Budget. See Appendix C			
7.1. Creates new low impact recreational opportunities	Describe and provide quantities, number of users targeted.	Analysis and list of opportunities contained in the project  <i>Will produce documents once available</i>	RFP/RFB/ Scope of Work Outreach Plan Signage Plan Concept Plan Permit schedule Conceptual budget Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	5
7.2. The project contains a suitable area for a recreational staging facility or use area (e.g. picnic area, gathering space, useable open space, or campground).	Describe the elements and number of users served. This can be represented as an increase above an existing baseline for the city/area/community.	Analysis of users, numbers of users, size of space, type and quantity of amenities. e.g. 5000sq. ft. picnic area with spaces for 40 groups describing the amenities for each space.	See 7.1	2
7.3. This project will support new passive recreation uses such as picnic and interpretive areas, physical exercise, ancillary to primary value of an existing municipal park.	Describe the elements and number of users served.	<i>Will produce documents once available</i>  See 7.2  <i>Will produce documents once available</i>	See 7.1	2
7.4. The project directly serves a community a disadvantaged or park poor area as defined in 1.1.	Describe community type and size and how the project will serve them.	Analysis and synthesis of design elements targeting this demographic; monitoring plan.  N/A.	See 7.1	2

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
7.5. The project design provides relief from urban density as defined in 1.6.	Describe elements that will achieve this criteria	Analysis and synthesis of design elements; monitoring plan.	See 7.1	2
<p>8. Restoration Resource Value</p> <p>This section could also be captured in the biological report template (Habitat Section)</p>				
8.1. The project includes an evaluation of the suitability of the project site for 'true' habitat restoration and provides a reasonable strategy outlining the restoration effort. ('True' habitat restoration – returning a site back to its historic natural condition including hydrology, topography, and plant communities.)	See Habitat section	See Habitat section <i>The Colorado Lagoon project is a "true" restoration project. The lagoon was once part of the historic Los Cerritos Wetlands complex. Its only current connect to Alamitos Bay is through the underground concrete box culvert. The long term plan is to create an open-channel to reestablish a full tidal connection. More gentle slopes will also help improve and restore intertidal habitat, like salt marsh and mudflats. Please refer to EIR for historical record on site conditions.</i>	See Habitat section	0
8.2. The project contains a quantifiable plan for evaluating the long term success of any habitat restoration efforts.	See Habitat section	See Habitat section <i>A long-term monitoring plan is being develop with input from the Army Corps of Engineers and other Resource Agencies to help evaluate the long-term success of the restoration project. The goal is to track success of all revegetated areas for at least 5 years.</i>	See Habitat section	0

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
8.3. The scope of habitat restoration does not negatively impact the health of already existing natural habitat on site or adjacent to the site.	See Habitat section	See Habitat section  <i>As many plants as possible will be salvaged prior to dredging and recontouring and replanted after construction during the appropriate planting season.</i>	See Habitat section
<b>9. Scenic Resource Value</b>			
9.1. The project would create or enhance vistas to natural, architectural, or cultural resources.	Describe and support with sketches, photos and vista points	Final report describing and supporting with sketches, photos and vista points Include review of draft report outline, draft report  <i>The viewing platform and bridge and will enhance vistas to natural resources in the western arm.</i>	RFP/RFB/ Scope of Work Outreach Plan Signage Plan Concept Plan Permit schedule Conceptual budget Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications See 9.1
9.2. The project will utilize local indigenous plants as visual screens within urban settings.	Show location and criteria for plant selection.	Final report describing and supporting with sketches, photos and vista points Include plant palette <i>Current 100% designs includes a plant palette.</i>	See 9.1

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	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
10. Stakeholders/Partners Resource Value				
10.1. The project has a detailed plan that shows how active stakeholder/ partner communication will be accomplished during all phases of the project in the appropriate language and time of day to maximize community involvement.	Indicate outline of project specific plan There should be some identification of goals and objectives, strategies for outreach, What are they trying to accomplish and what are their education goals?	Current stakeholder groups include: State Coastal Conservancy, Army Corps of Engineers, State Water Resources Control Board, Friends of Colorado Lagoon and Rivers and Mountains Conservancy. To engage the community, periodic public meetings are held to provide project update and solicit input. The next community meeting will take place in mid-August 2010. In addition, the Friends of Colorado Lagoon provides constant community outreach.	Outreach goals ( text list) List of stakeholders, 1) Timing 2) Identify types of group 3) Methods, i.e., door-to-door, charette, focus groups, etc.  See Appendix 3	0
10.2. The stakeholder/ partner groups are defined (focus, community meetings, technical, etc).	See above	See above  Yes. We even have a master email distribution list and a comprehensive project website.	see 10.1	1
10.3. The project is significant to one or more local citizen groups or non-governmental organizations as evidenced by a letter of support from the organization's governing body.	See above	The Friends of Colorado Lagoon have provided numerous letters of support. A support letter specific to this grant request is currently being developed.	see 10.1	1
10.4. The project includes youth employment elements.	Document how this will be achieved.	See above  Through Friends of Colorado Lagoon Educational Program at the WAMSEC.	see 10.1	1

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Project Development Plan will include:		Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
NOTE: There are different applications, i.e., Mountain/Foothill would be different from conventional park, bike trail, etc.				
11. Stewardship and Management Plan Value				
11.1. The project includes a plan for active stakeholder/partner participation that includes the 20-25 year period of the project after completion (includes identification of stakeholder/partner groups).	Show how this will be approached and provide timeline. (Example: Monrovia RMP)	<i>Friends of Colorado Lagoon Educational Programming.</i>  <i>City of Long Beach Department of Parks, Recreation and Marine.</i>  <i>The long-term educational program will be sustained as long as funding remains available. The plan is to expand the current educational outreach efforts to maximize use of Colorado Lagoon.</i>	NOTE: identify stewards/partners for planning and development separately from long term stewards/partners. Identify their respective roles/responsibilities and document their ability to provide these resources.  If applicable, provide details appropriate for habitat and biological Stewardship and Management Plan	0
11.2. The project includes a landscape maintenance manual containing details regarding logistics of weed management, trail maintenance, trash management, unauthorized uses, and a habitat establishment monitoring program.	Will include development of as-built drawing upon which the manual is based.  Provide outline for maintenance manual with target milestones for establishment of project goals over a 25year period.	As built drawings NOTE: COST item, must be in budget Plan outline Draft Plan Review schedule Final plan  <i>A maintenance manual will be created as part of the restoration project. This is an important project component to ensure the site is maintained properly and avoid negative impacts to native plants.</i>	Draft as built drawings List of reviewers List of comments received Final drawings Draft maintenance manual List of reviewers Comments received Final manual.	1

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	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
11.3. The project identifies funding for a specified list of activities that an organization (i.e. professional contractor, local non-profit, or community volunteer group) with relevant expertise, that will provide appropriate future stewardship and adaptive management to ensure the sustainability of the project.	Document and substantiate the source of funding and projected cost of future stewardship to ensure the sustainability of the project.	Year to year schedule of costs either project specific or projections based on comparative models (Cost per square foot for existing parks; programming costs...)  <i>Friends of Colorado Lagoon, a local community based 501c(3).</i>	Stewardship and Management plan Examples: , Amigos de Los Rios, Section from CAPP provided by Frank Schiavone	1
11.4. There is a support letter(s) or agreement with the organization identified in 14.3	Provide evidence, if available in addition to those provided in the Step 2 application of Grant Proposal	Letter supporting capacity of the organization to carry out the proposed work.  <i>Refer to enclosed Letter of Support.</i>	Provide evidence, if available in addition to those provided in the Step 2 application of Grant Proposal	1
11.5. The management plan includes management and monitoring of water quality.	Refer to information provided in the Step 2 application of Grant Proposal, if applicable	<i>Refer to information provided in the Step 2 application of Grant Proposal, if applicable</i>  <i>The City of Long Beach will continue to conduct weekly water quality testing.</i>	Refer to information provided in the Step 2 application of Grant Proposal, if applicable	1

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
12. Sustainability Value				
12.1. The project includes 3 or more of the following LEED elements to address climate change:  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.	Language and objectives that will evaluate existing site conditions and feasibility resulting in: Site Inventory, Site Analysis, Opportunities and Constraints Analysis  Research 'green' Materials and survey vendors and new technologies  Low Impact Development Principles (LID)  Conduct Preliminary LEED Checklist review – ability to achieve prerequisites by topic area  Conduct Preliminary Sustainable Sites Checklist and Guideline review	Site Inventory  Site Analysis  Site Feasibility Plan  Sustainable Materials List  LID practices - Design  Plan outline Draft Plan Review schedule Final Plan  N/A.	Habitat Protection Plan (Construction  Fencing plan/stake plan/BMPs)  Construction BMPs  Demo Plan (call out Existing to be protected and/or Reused on site)  Grading Plan (Maintaining Natural  Contours/Cut and Fill Calculations/Soil Import or Export Calculations)  Irrigation System Calculations/Water Budget  Finishes/Materials Specifications (Recycled Content, Reuse, Green Products/Green Harvesting)  Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	1

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
12.2. Projects with buildings/structures larger than 1,000 gross square feet incorporate some or all of the following LEED elements: 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.	Language and objectives that will evaluate existing site conditions and feasibility resulting in: Site Inventory, Site Analysis, Opportunities and Constraints Analysis  Research 'green' Materials and survey vendors and new technologies  Low Impact Development Principles (LID)  Energy Efficient Systems List  Low VOC materials list  Reduce/Recycle/Reuse Plan  Conduct Preliminary LEED Checklist review – ability to achieve prerequisites by topic area  Conduct Preliminary Sustainable Sites Checklist and Guideline review	Site Inventory  Site Analysis  Site Feasibility Plan  Sustainable Materials List  LID practices – Design  LEED Checklist  Plan outline Draft Plan Review schedule Final Plan  N/A.	See 12.1  Plus: Planting Plan (Trees/Shrubs placement for passive heating and cooling)  Irrigation Plan  Building Orientation Plan (Solar Aspect)  Building Construction Plan (i.e. Use of/incorporation of existing topography in design)  Materials and Finishes Schedule  Energy System Design  LEED Checklist  Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	1

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	
12.3. Projects with buildings/structures larger than 10,000 gross square feet achieve or exceed Silver Level of LEED Certification.	<p>Language and objectives as to how project will meet LEED Silver Level or higher standard: Prerequisites checklist, Preliminary LEED checklist</p> <p>Conduct Preliminary Sustainable Sites Checklist and Guideline review</p>	<p>Site Inventory</p> <p>Site Analysis</p> <p>Site Feasibility Plan</p> <p>Sustainable Materials List</p> <p>LID practices – Design</p> <p>LEED Checklist</p> <p>Plan outline</p> <p>Draft Plan</p> <p>Review schedule</p> <p>Final Plan</p> <p>N/A.</p>	0

Project Evaluation Criteria		BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score	
12.4. Project includes innovative best management practices, i.e., dark-sky lighting to reduce light pollution at night.	Language and objectives that will evaluate existing site conditions and feasibility resulting in: <ul style="list-style-type: none"><li>- Site Inventory</li><li>- Site Analysis</li><li>- Opportunities and Constraints Analysis</li></ul> List desired project best management practices principles, guidelines and objectives to be pursued	Best Management Practices manual  Low Impact Development Components <ul style="list-style-type: none"><li>- Onsite water harvesting, capture and cleansing elements</li><li>- Shading (Trees, Arbors, etc)</li><li>- Permeability</li><li>- Natural Site Hydrology measures</li></ul> Habitat Friendly Design Features Callouts  <i>Safeguard water quality and water efficiency, Energy efficiency, conservation of materials and resources and minimize impacts to native plants.</i>	Construction BMPs  Environmental Friendly BMPs  LID BMPs <ul style="list-style-type: none"><li>- Demo Plan (call out Existing to be protected and/or reused materials on site)</li><li>- Grading Plan (Maintaining Natural Contours/Cut and Fill Calculations/Soil Import or Export Calculations)</li><li>- Low Flow and Smart Irrigation System Plan and Callouts</li></ul> Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	1	
12.5. The project incorporates more than 50% recycled content product hardscape elements (benches, signage, light fixtures, gates, fences, etc).	Language and objectives as to how project will reduce, recycle and reuse materials and utilize 'green' products in the implementation and utilization of the proposed project	Existing Site Plan/Demo Plan (designation of what to harvest/protect)  Materials Specification List  Finishes Specification List  Maintenance Manual  <i>Will produce documents once available.</i>	Reuse List/Demo Plan  Finishes/Materials Specifications (Recycled Content, Reuse, Green Products/Green Harvesting)  Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	1	

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
12.6. The project contains a more than a 75% native plant palette.	Language and objectives as to how project will incorporate 'place making' climate suitable landscaping materials and plant palettes.  Identification of native plant communities and opportunities for habitat on the project site.	Identification of Plant Palette and Plant list  Planting Plan  Maintenance and Establishment Period  Maintenance Manual  <i>Please refer to current 100% design, specs and cost estimates.</i>	Plant List  Planting Plan  Landscape Maintenance Manual  Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications
<b>13. Trails/Multi-Use Trails</b>			
13.1. The Project is identified in an existing or proposed trail plan (e.g. Master Bikeway Path Plan) or connects communities to major existing or planned trails or open space.	Cite specific plan, plan element and target connections.  In general, should address at a minimum, choice of materials, connection nodes and trailheads, human wildlife interactions, management, safety and security, signage and interpretation.	Detail how this will be achieved in scope for final project design  In general, should address at a minimum, choice of materials, connection nodes and trailheads, human wildlife interactions, management, safety and security, signage and interpretation.  <i>Will produce documents once available. The Greenbelt will connect to Colorado Lagoon, which connects to Marine Stadium and Dunster.</i>	Include in final report  Examples: Whittier, South Gate, Baldwin Park, La Habra Heights.  See 1.1 Access Section
			1

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	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
13.2. The project would provide urban walkways that connect the community with existing open space.	Identify community(s), number of users served and consistency with city/County General Plan; Show concept or final connections, crossings and access points. Support with maps and photos.	Detail how this will be achieved in scope for final project design. Will specify development of connections to open space and detail improvements, landscaping etc.  <i>Construction of a perimeter trail with educational signage is a component of the Master Restoration Plan and will be implemented after the removal of contaminated sediments as funding becomes available.</i>	RFP/RFB Stakeholder process Concept Plan Signage Plan at 30, 60 and 90% for RMC approval Permit schedule Conceptual budget Construction plans 30% Construction Plan 60% Construction Plan 90% Draft specifications	0
13.3. The project includes improvements to a pedestrian, equestrian and/or bicycle connection to an existing trail, trail system, community facility, recreation area or school.	Show concept or final connections, crossings and access points. Support with maps and photos as needed.	List as scope of project items. Scope will plan and develop specific connections and improvements.  <i>The future trail pedestrian walkway will be constructed of decomposed granite.</i>	Same as 13.2	1
13.4. The project would accommodate a new trail into an inaccessible area.	Identify barriers, show connections and final or draft alignment. Support with maps and photos as needed.	Scope of work will include plans and development of specific elements identified.  <i>The trail location includes the Northern arm's eastern bank, which was previously inaccessible due to unfriendly non-native landscaping.</i>	Same as 13.2	1
13.5. The project would provide a scenic buffer for an existing or planned trail.	Provide sketches, photos to support.	Design and implement buffer. Demonstrate in final report.  <i>Will produce when document is available.</i>	Same as 13.2	1

Project Evaluation Criteria		BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:				Score
Project Development Plan will include:		Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC			
14. Urban Land Value						
14.1. Creates new park space in a disadvantaged or park poor community defined as a census tract with a population that has more than 30% youth and less than 80% of the state's annual median income and/or having less than 2 acres/0.8 hectares of open space per 1,000 residents.	Support with maps, tables etc and cite sources.	Map that shows the location of the project and how it meets the census data. (UTA Map with census tract highlighted and a PSA report?)  N/A.	UTA Map with census tract highlighted and a PSA Report		5	
14.2. The project provides linkages to open space from a disadvantaged and/or park-poor community as defined above.	Support with maps, description of connections, trails, gateways, photos, sketches.	Design and develop connection, access points, signage, lighting. Document in concept plan and final report  N/A.	Same as 13.2		2	
14.3. The project is located in a disadvantaged and/or under-served or park-poor community as defined above.	Support with maps, tables etc and cite sources.	UTA Map with census tract highlighted  N/A.	UTA Map with census tract highlighted		2	
14.4. The project site contributes to the cleanup of a brownfield and/or previously impacted site. (ENVIRONMENTALLY impacted)	Will document how this criterion is supported. Show listing and methods. Identify toxins and metrics for monitoring success.	Brownfield assessment, remediation plan and monitoring plan. Phase 1, Phase 2 and other regulatory reports.  <i>The Colorado Lagoon is listed on the State's 303d list of impaired water bodies to sediment contamination. This project will remove the sediment contamination.</i>	Reference state/federal standards		2	

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
14.5. The project contributes to the removal of a nuisance property/use from the community. (Not a brownfield or environmentally impacted site as in 14.4)	Describe contribution (quantity elements, acreage, miles, amenities etc? Support with maps, tables etc and cite sources.	Describe existing use of property and adjacent properties, why is it a nuisance site? How will doing this project mitigate the nuisance?  <i>The Colorado Lagoon is listed on the State's 303d list of impaired water bodies to sediment contamination. This project will remove the sediment contamination.</i>	Describe existing use of property and adjacent properties, why is it a nuisance site? How will doing this project mitigate the nuisance?	2
14.6. The project provides relief from high urban density defined as 150% or more of county median population density.	Describe project elements and how it provides relief?	Map showing density and discussion of project elements.  N/A.	Same as 13.2	2
14.7. The project contributes to an existing or proposed park, natural area, corridor, or greenway in an urbanized area.	Show maps, current status, and impacts on community.	Project plan  <i>Refer to Land Use Section of EIR. The Colorado Lagoon will be connected to the Greenbelt, Marine Stadium and Dunster. Educational signage will help connect all three areas.</i>	Same as 13.2	2
14.8. The project involves joint-use of a site (e.g. a school yard, is a public park during off-school hours).	Describe space, hours of use, type of recreation, restrictions, type of MOU, cost share?	Project plan, construction documents, CEQA filing, and management plan. MOA with school district.  N/A.	Same as 10.2 Joint use agreement with school district (see examples)	0
14.9. The project is sited in an area with more than 120% of the median county percent under age 18.	Map with census tract where project is located.	Map with census tract where project is located.  N/A.	Map with census tract where project is located.	2

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
14.10. The project will serve an area with a significant percentage of people living at or below 80% AMI (area median income).	Map with census tract where project is located.	Map with census tract where project is located.  N/A.	Map with census tract where project is located.
<b>15. Water Resource and Quality Value</b>			
If appropriate for the project, utilize efforts/information created and maintained by LASGRWC and IRWMP.			
15.1. The project provides a new opportunity for substantial water conservation and/or water quality improvements	Describe baseline water quality or water consumption and expected change from the project	Project plan/construction drawings (such as irrigation plan or management plan)  <i>One of the key goals of the restoration is to improve water and sediment quality. Water quality improvements currently under construction include the culvert cleaning and low-flow diversion system.</i>	Construction drawings, irrigation and/or management plan
15.2. The project contains or improves groundwater supply and/or recharge capabilities.	soils and hydrology analysis or percolation study	Results of studies or analyses demonstrating percolation capability – or RFP/plan to obtain as part of feasibility  N/A.	Hydrologic report

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	Score
15.3. Project includes treatment of storm water runoff.	Describe, identify water quality issues, how they will be addressed and measured. Indicate baseline for water savings.	Analysis of catchment area, BMPs, site opportunities, design and implementation.  <i>Approximately 80,000 gallons per day will be diverted into the sanitary sewer system, where it will be treated. Completion of low-flow diversion system will be complete in Oct. 2011.</i>	Design and construction drawings (NOTE: RMC cannot require testing)	1
15.4. The project includes a groundwater improvement element that exceeds the recommended elements of the Comprehensive Groundwater Quality Monitoring Act of 2001	Provide supporting evidence, geotechnical report etc. Sources may include California's Groundwater Ambient Monitoring and Assessment program (GAMA), administered by the State WRCB or USEPA for sites within a Federally designated Superfund site.	Hydrologic and/or engineering report sufficient to show the means of groundwater quality improvement.  N/A.	Hydrologic and/or engineering report sufficient to show the means of groundwater quality improvement, as information only for RMC	0
15.5. The project utilizes recycled water.	Describe the sources, monitoring and BMPs	Design and implement irrigation plan  <i>Will produce documents once available. The goal is to use recycled water for irrigation lines.</i>	See construction drawings	1
15.6. The project utilizes cisterns or similar devices to collect and recycle rainwater on site.	Describe the system	Design and implement storm water elements and plan within construction documents  N/A.	See construction drawings	1

BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			
Project Evaluation Criteria	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC
15.7. Project achieves a measurable reduction in potable water usage, compared to conventional projects.	Cite sources of data, described comparison to conventional project	Design and monitoring plan  N/A.	See construction drawings
15.8. Project includes water conservation measures.	Describe water conservation elements and the scope/benefit in relation to the overall project	Design and monitoring plan  <i>Native plants are being used to reduce irrigation requirements and preserve water. Irrigation will be limited to plant establishment period.</i>	See construction drawings
15.9. The project includes a water quality element consistent with the description of a "small or neighborhood project" as described in the Greater Los Angeles Region IRWM Plan (www.lawaterplan.org open "documents" tab)	Indicate baseline for similar projects and method to calculate savings. SEE IRWM –Adopted Plan, Page 5-15 for description and examples of "site scale" "neighborhood scale" and "regional scale" projects	N/A.	Design/construction drawings
15.10. The project includes a water quality element consistent with the description of a "medium or sub watershed project" as described in the Greater Los Angeles Region IRWM Plan.	See 15.9	The local Colorado Lagoon watershed spans approximately 1200 acres. Colorado Lagoon is listed in IRWMP as a site in need of restoration.	See 15.9

Agreement Number: RMC10004 / Amendment One

Project Evaluation Criteria	BASED UPON STEP 2 APPLICATION FOR EACH PROJECT AS APPLICABLE:			Score
	Project Development Plan will include:	Deliverable identified in the grant Work Plan (Tasklist/timeline/budget)	Grantee will submit the following documents to be tracked and/or reviewed by RMC	
15.11. The project includes a water quality element consistent with the description of a "large or multi sub watershed project" as described in the Greater Los Angeles Region IRWM Plan.	See 15.9	See 15.9	See 15.9	0

Agreement Number: RMC10004 / Amendment One



## 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: \_\_\_\_\_

**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

☐ 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)**

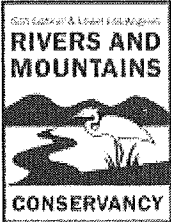
All Grantees are required to post permanent signage at the Project site. The sign must be available at time of final Project inspection. All signs must include the RMC universal logo. There is no minimum or maximum size for the sign (other than the minimum size for the logo on construction signage) as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

<p style="text-align: center;"><b>(Project Name)</b> <b>Another Project to Improve California</b> <b>Funded by the Rivers and Mountains Conservancy</b></p> <p style="text-align: center;"></p> <p style="text-align: center;"><b>The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006</b> <i>(insert current officeholder name), Secretary for Resources</i> <i>(insert current officeholder name), Governor</i></p>
---

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>

**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

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

**6. PAYMENT INFORMATION**

FROM: _____ TO: _____ 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.	PAYMENT #:	GRANTEE	ACCOUNTING USE ONLY
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:	_____

Authorized Signature - GRANTEE	TITLE	DATE
<b>FOR RMC USE ONLY</b>		
Authorized Signature - PAYMENT APPROVAL	TITLE	DATE

### 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 / Amendment One

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

## 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><u>FOR RMC USE ONLY</u></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><u>WORK PERFORMED:</u></b> FROM: _____ TO: _____ 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		<b><u>GRANTEE</u></b>	<b><u>ACCOUNTING USE ONLY</u></b>
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 <u>this</u> Advance Release (Including Retention)	\$		
e. <b>LESS</b> 10% Retention of <u>this</u> Advance Release Request (10% item d )	\$		
f. <b>ACTUAL</b> Advance Amount <b>RELEASED</b> for <u>this</u> Request (d minus e)	\$		
g. <b>REMAINING</b> Advance Amount <b>AFTER</b> <u>this</u> 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)			

**Total Grant Amount:**

GRANTEE NAME (OR) (see rev side)	
STREET ADDRESS	
STREET ADDRESS	
CITY, STATE, ZIP CODE	
ATTENTION:	

Authorized Signature - GRANTEE	TITLE	DATE
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**FOR RMC USE ONLY**

Agreement Number: RMC10004 / Amendment One

Authorized Signature - PAYMENT APPROVAL	TITLE	DATE
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**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 \$ \_\_\_\_\_

**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 \_\_\_\_\_

Type of Equipment	Dates Work Performed	Check # Warrant	Amount
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\*Total \$ \_\_\_\_\_

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

Agreement Number: RMC10004 / Amendment One

**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

Rev. 12-1-08

**Exhibit O**

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

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

Task	Funding Source	Date	Amount
------	----------------	------	--------

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

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

## 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**

[illegible]

**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:**

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**Biography of Project:**

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**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. 2-2009)

**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

<b>1</b>	<p>PLEASE RETURN TO:</p> <p>DEPARTMENT/OFFICE _____</p> <p>STREET ADDRESS _____</p> <p>CITY, STATE, ZIP CODE _____</p> <p>TELEPHONE NUMBER _____</p>	<p><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.</p> <p><i>(See Privacy Statement on reverse)</i></p>						
<b>2</b>	<p>PAYEE'S BUSINESS NAME _____</p> <p>MAILING ADDRESS (Number and Street or P. O. Box Number) _____</p> <p>(City, State and Zip Code) _____</p>							
<b>3</b>	<p><b>VENDOR ENTITY INFORMATION</b></p> <p>CHECK ONE BOX ONLY</p> <p><input type="checkbox"/> LEGAL CORPORATION                      <input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> MEDICAL CORPORATION                      <input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> EXEMPT CORPORATION</p> <p><input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) _____</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER _____ OWNER'S FULL NAME (Print) _____</p>	<p><b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.</p> <p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>						
<b>4</b>	<p><b>PAYEE RESIDENCY STATUS</b></p> <p>CHECK APPROPRIATE BOX(ES)</p> <p><input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA</p> <p><input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding</p> <p><input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</p> <p><input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA</p>	<p><b>NOTE:</b></p> <p>a. An estate is a resident if decedent was a California resident at time of death.</p> <p>b. A trust is a resident if at least one trustee is a California resident.</p> <p><i>(See reverse)</i></p>						
<b>5</b>	<p><b>CERTIFYING SIGNATURE</b></p> <p><i>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.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____</td> <td style="width: 50%;">TITLE _____</td> </tr> <tr> <td>SIGNATURE _____</td> <td>DATE _____</td> </tr> <tr> <td></td> <td>TELEPHONE NUMBER _____</td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____	TITLE _____	SIGNATURE _____	DATE _____		TELEPHONE NUMBER _____
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: \_\_\_\_\_

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

--

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

--

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

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

IF NO, PLEASE EXPLAIN:

--

IF YES, PLEASE ATTACH A COPY

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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