AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
SMM-04XX	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME: Mountains Recreation and Conservation Authority (PP&D)
2. FEDERAL I.D. NUMBER: 77-0112367
3. AGENCY TRANSMITTING AGREEMENT: Santa Monica Mountains Conservancy
4. DIVISION, BUREAU, OR OTHER UNIT:
5. AGENCY BILLING CODE: 10507
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Rorie A. Skei, Chief Deputy Director
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
   ☒ NO ☐ YES (*If YES, enter prior contractor name and Agreement Number*)
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES: PP&D services
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Project planning and design activities leading directly to the protection of land and water resources in the upper Los Angeles River Watershed and within the coastal watersheds of Santa Monica Bay and Ventura County pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code. The proposed grant would fund activities directly related to the acquisition, protection and restoration of land and water resources and associated planning, permitting, and administrative costs for a subset of projects listed on the MRCA Workprogram. The MRCA's efforts will include concerted coordination with other government agencies. Where relevant, all projects will be consistent with the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy. Potential projects are divided into two geographic areas – the eligible coastal watersheds of the Santa Monica Bay and Ventura County, and the eligible portion of the Los Angeles River watershed. $147,000 is budgeted for projects within the upper Los Angeles River watershed, and $53,000 is budgeted for projects in the eligible coastal watersheds of the Santa Monica Bay and Ventura County.

10. PAYMENT TERMS *(More than one may apply.)*

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE ☐ WITHHOLD ____ % ☐ ADVANCED PAYMENT NOT TO EXCEED

☒ REIMBURSEMENT/REVENUE $ ____ or 90 %

☐ OTHER (*Explain*)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Capital Outlay and Grants	3810-301-6031	04-05	208	2004	$200,000
					$
					$

OBJECT CODE

AGREEMENT TOTAL $ 200,000

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 200,000

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE $ 200,000

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	8/30/04	8/30/06	$ 200,000	Exempt
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 200,000	

(*Continue*)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT

(Attach justification if secondary method is used)

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)* ☐ EXEMPT FROM BIDDING *(Give authority for exempt status)* ☒ OTHER *(Explain)* N/A-Local Assistance Grant

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

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

N/A – Local Assistance Grant

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

N/A – Local Assistance Grant

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

N/A – Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A – Local Assistance Grant

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☒ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☒ NO ☐ YES

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

SIGNATURE/TITLE

DATE SIGNED

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
SMM-04XX
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Project Planning and Design)

2. The term of this Agreement is: 8-30-04 through 8-30-06

3. The maximum amount of this Agreement is: $ 200,000

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

Exhibit A – Scope of Work	7 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	
Check mark one item below as Exhibit D:	
☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	13 page(s)
Additional General Provisions	
Staff Report & Resolution	

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

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

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Mountains Recreation and Conservation Authority		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Berger, Chair		
ADDRESS 570 W. Avenue 26, Suite 100, Los Angeles, CA 90065		
STATE OF CALIFORNIA		
AGENCY NAME Santa Monica Mountains Conservancy		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerome C. Daniel		☒ Exempt per:
ADDRESS 5750 Ramirez Canyon, Malibu, CA 90265		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:

Project planning and design activities leading directly to the protection of land and water resources in the upper Los Angeles River Watershed and within the coastal watersheds of Santa Monica Bay and Ventura County pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code. Potential projects in these areas are listed below. The proposed grant would fund activities directly related to the acquisition, protection and restoration of land and water resources and associated planning, permitting, and administrative costs for a subset of projects listed on the MRCA Workprogram, located in the above-referenced geographic areas.

The geographically specific project list includes both land acquisition and improvement projects that protect land and water resources in order to reduce pollution, capture additional storm water runoff, protect and manage groundwater, reduce pollution of the Los Angeles River and its tributaries, and to provide habitat for fish and wildlife. Land acquisition includes both obtaining fee simple title and conservation easements. Such land acquisition can be via direct purchase, donation, or dedication. The MRCA will provide direct services related to the expeditious acquisition or improvement of remaining open space parcels and/or sites with open areas or removable improvements for reclamation within the potential eligible projects on the attached project list.

The MRCA's efforts will include concerted coordination with other government agencies. Where relevant, all projects will be consistent with the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy. The MRCA's primary objective is to move forward with a subset of the identified projects on the MRCA Workprogram that best lead to maximizing the permanent protection of land and water resources.

See attached Grant Application, Staff Report and Resolution.

2. The services shall be performed:

Potential projects are divided into two geographic areas – the eligible coastal watersheds of the Santa Monica Bay and Ventura County, and the eligible portion of the Los Angeles River watershed. $147,000 is budgeted for projects within the upper Los Angeles River watershed, and $53,000 is budgeted for projects in the eligible coastal watersheds of the Santa Monica Bay and Ventura County.

EXHIBIT A
(Standard Agreement)

Potential Projects List
Task 1 - Upper Los Angeles River Watershed

a. Incorporation of LACO Flood Control right-of-way into greenbelt and acquisition and restoration of creek adjacent, or near adjacent , parcels for the following sections of the Los Angeles River:

- Los Angeles River from Bell and Calabasas Creek confluence to Tujunga Wash confluence
- Los Angeles River from Tujunga Wash confluence to Verdugo Wash confluence
- Los Angeles River from Verdugo Wash to northernmost point of Vernon

b. Pacoima Wash: Acquisition and restoration of wash adjacent properties and including alley greening in the historic towns of Pacoima and Arleta

c. Tujunga Wash - from Hansen Dam to the Los Angeles River: Incorporation of LACO Flood Control right-of-way into greenbelt and acquisition and restoration of creek adjacent parcels

d. Hansen Dam Basin: Restoration of habitat in the basin

e. Incorporation of LACO Flood Control right-of-way into greenbelt and acquisition and restoration of creek adjacent parcels for the following tributaries of the Los Angeles River:

Hansen Heights Channel
Bell Creek between Valley Circle Boulevard and Shoup Avenue
South Bell Creek between Royer and Fallbrook Avenues
Dayton Creek
Bull Creek - Sepulveda Basin and upstream
Aliso Creek
Calabasas Creek
Chatsworth Creek
Santa Susana Creek
Limekiln Creek
Bee Canyon Creek
Wilbur Wash
Browns Canyon Wash
Verdugo Wash

f. Acquire and restore open space in the following tributary watersheds of the Los Angeles River between the Angeles National Forest and the 210 Freeway:

EXHIBIT A
(Standard Agreement)

Grapevine Canyon
Wilson Canyon
May Canyon
Lopez Canyon
Kagel Canyon
Little Tujunga Canyon
Pacoima Canyon
Big Tujunga Canyon
Millard Canyon

g. Acquire and restore open space in the following tributary watersheds of the Los Angeles River between the Sepulveda Basin and the Simi Hills:

Long Canyon
El Escorpian Canyon
Dayton Canyon
Woolsey Canyon

h. Implement Sun Valley Watershed restoration and enhancement projects (as defined in the October 2003 Sun Valley Watershed Management Plan)

i. Arroyo Seco Channel: Restore flood control rights-of-way and acquire parcels within 1,000 feet of the channel outer bank

j. Arroyo Seco North Branch Restoration (L.A. City Sycamore Park)

k. Mount Olympus: Acquire fee simple and conservation easement open space in the Montecito and Lincoln Heights

l. Mount Washington: Acquire and restore open space lots

m. Walnut Canyon (Cazador Ridge): Acquire and restore open space lots

n. San Rafael Hills: Acquire and restore open space in the Cities of Pasadena, Glendale and La Canada-Flintridge

o. Sheldon Arleta Spreading Ground: Acquire property from the L.A. City Department of Water and Power and restore native habitat

p. La Tuna Canyon: Acquire and restore open space up stream of Sunland Boulevard

q. Dixie Canyon Park: Stream restoration to facilitate TMDL compliance

EXHIBIT A
(Standard Agreement)

r. Elysian Valley-Marsh Street Park: Stormwater management enhancements

s. Hazard Park: Acquisition and restoration of open space

t. Ascot Hills: Acquisition and restoration of open space

Potential Projects List
Task 2 - Coastal Watersheds of the Santa Monica Bay and Ventura County

Land Acquisition and restoration in the following coastal canyon watersheds within the Santa Monica Mountains zone:

Mandeville
Mission
Sullivan
Rustic
Las Pulgas
Rivas
Temescal
Las Liones
Topanga
Tuna
Piedra Gorda
Pena
Carbon
Las Flores
Malibu
Puerco
Corral
Solstice
Latigo
Escondido
Ramirez
Zuma
Trancas
Steep Hill
Encinal
Lechusa
Los Alisos
Nicholas
Arroyo Sequit
Little Sycamore
Deer

EXHIBIT A
(Standard Agreement)

Calleguas Creek

3. The services shall be provided during normal business hours.

4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Joseph T. Edmiston, FAICP	Name: Amy Lethbridge
Phone: (310) 589-3200	Phone: 323-221-9944, x109
Fax: (310) 589-2408	Fax: 323-221-8856

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit: Government Programs	Section/Unit:
Attention: Grants Manager	Attention:Paul Edelman
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900	Phone: 310-589-3230, x128
Fax: (323) 221-9933	Fax: 323-221-8856

EXHIBIT B
(Project Budget)

PROJECT BUDGET

Task 1 – Upper Los Angeles River Watershed Projects

Personnel (including benefits and overhead)	$	96,000
Legal	$	7,000
Transportation (mileage and vehicle allocation)	$	7,000
Appraisals and Title Reports	$	24,000
Environmental Assessments	$	8,000
Mapping/Graphics	$	5,000
Task 1 Total	**$**	**147,000**

Task 2 – Coastal Watersheds of Santa Monica Bay and Ventura County Projects

Personnel (including benefits and overhead)	$	26,000
Legal	$	4,000
Transportation (mileage and vehicle allocation)	$	3,000
Appraisals and Title Reports	$	18,000
Environmental Assessments	$	0
Mapping/Graphics	$	2,000
Task 2 Total	**$**	**53,000**

Total Budget, Project Planning and Design	**$**	**200,000**

1.

SMM-04XX
MRCA-PP&D

EXHIBIT E

Additional General Provisions

Definitions

1. The term "Act" as used herein means the Water Bond 2002

2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.

3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.

4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.

5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.

6. The term "Project" as used herein means the project described in Section B of this Contract.

7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.

8. The term "State" as used herein means the Santa Monica Mountains Conservancy.

B. Project Description

The Grantee shall be responsible for project planning and design activities leading directly to the protection of land and water resources in the upper Los Angeles River Watershed and within the coastal watersheds of Santa

EXHIBIT E

Monica Bay and Ventura County pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code in accordance with the attached staff report, resolution, and application authorizing such action dated August 30, 2004.

C. Project Period

The project period shall be from date of authorization to August 30, 2006, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

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

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)

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.

EXHIBIT E

5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.

7. **If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.**

8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.

9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, http://www.dir.ca.gov.

E. Project Costs

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

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

2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost

EXHIBIT E

allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.

3. Grantee agrees to use any moneys advanced by the State under the terms of this Contract solely for the Project herein described. Any temporary borrowings of such money for cash flow purposes by Grantee shall be approved by Executive Director of State only upon such assurances that the funds will be promptly repaid as the Executive Director may require.

4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used to complete the Project, as approved by the State. **Any overpayment of Grant Funds in excess of final project costs shall either be returned to the State or reallocated to another Project upon approval by the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.**

5. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

EXHIBIT E

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State pursuant to Section 5096.343 (c).

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Hold Harmless

EXHIBIT E

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 Contract 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.

I. Financial Records

EXHIBIT E

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.

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.

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

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

J. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.

2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the

EXHIBIT E

Executive Director of State to be used for related purposes within the Grantee's jurisdiction. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, 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, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Monies for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project subject to the provisions of Public Resources Code Section 5096.343. With the approval of the State, the Grantee or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with Section 5096.343.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences 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 Contract.

L. Application Incorporation

EXHIBIT E

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

M. Severability

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

N. Budget Detail and Payment Provisions

Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
c/o Governmental Programs Officer
570 W. Ave. 26, Ste. 100
Los Angeles, CA 90065

N. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT E

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.