

State of California
The Natural Resources Agency
Santa Monica Mountains Conservancy

GRANT ADMINISTRATION MANUAL

October 1, 2015

[Promulgated by the Executive Director of the Santa Monica Mountains Conservancy pursuant to Section 33212(b) of the Public Resources Code. This document is not intended to be nor shall be construed as a statement of Agency policy or binding guidelines such as would be comprehensible pursuant to the California Administrative Procedure Act.]

Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, California 90265

Section 1. Introduction and Definitions

1.0. *Purpose.* This manual serves the dual purposes of advising grant applicants and providing guidance to staff with respect to the review, approval, processing, and monitoring of Santa Monica Mountains Conservancy grants. This document serves as an aid to interpretation, but does not constitute an exercise of discretion otherwise vested by law in the Santa Monica Mountains Conservancy. Nothing contained herein shall be construed to prohibit the exercise of discretion where such action would otherwise be lawful. The ultimate test with respect to any grant is compliance with applicable statutes and the policy discretion vested in the Conservancy.

1.1. *Role of Grants.* The Conservancy is a small state agency with specialized expertise. Based on our personnel resources and management infrastructure, the Conservancy does not implement, by itself, all of the projects necessary to carry out the provisions of the Act. As a policy matter, the Conservancy generally pursues many of its acquisitions, projects, and programs through grants to local agencies, nonprofit organizations, and other eligible applicants.

1.2. *Definitions.* Unless otherwise indicated by their context, the following definitions apply:

“Act” shall mean the Santa Monica Mountains Conservancy Act.

“Applicant” shall mean any entity that has submitted or intends to submit a grant application to the Conservancy.

“Attorney General” shall refer to the Office of the Attorney General within the California Department of Justice.

“Budget, Grants, and Contracts Officer” shall refer to that employee of the Conservancy.

“Chief Deputy Director” shall refer to that official of the Conservancy.

“Chief Staff Counsel” shall refer to that employee of the Conservancy.

“Conservancy” shall mean the Santa Monica Mountains Conservancy.

“Executive Director” is that official of the Conservancy.

“Grant Agreement” shall mean a contract between a Grantee and the Conservancy.

“Grantee” shall refer to an applicant to whom the Conservancy has awarded a grant.

“Local Agency” has the same meaning as in Public Resources Code Section 5780.1(e) (within the Recreation and Park District Law).

“Nonprofit organization” is defined in Section 33204.2(a) of the Act.

Section 2. Grant Programs and Pre-Application Consultation

2.0. *Authority for Grants.* The Conservancy may award grants to carry out the purposes of the Act. The Conservancy may award grants to entities that are eligible under the Act, including local agencies and nonprofit organizations under Sections 33204, 33204.2 and 33204.27.

2.1. *Grant Cycle.* The Conservancy operates on a fiscal-year by fiscal-year grant cycle. The Conservancy accepts grant applications at any time, but may not award grant funds for an application unless the Conservancy has been appropriated with sufficient unencumbered grant funds for the application in question. The Conservancy does not anticipate funding for a particular fiscal year and will proceed with consideration of grant applications only after the Governor has signed the budget for the fiscal year in question. The Legislature appropriates funds from bond acts on an annual basis; a legislative appropriation is valid for a three year period. Specific funding sources may have required grant cycles which are provided in the individual grant guidelines, posted on the Natural Resources Website, and the grant cycle notices.

2.2. *Pre-Consultation with Staff.* All applicants are required to confer with Conservancy staff regarding a potential project prior to submitting an application; such communication may avoid unnecessary costs of grant application preparation. Applicants are advised and should be aware that, in addition to the requirements of the Act, additional statutory and regulatory requirements may apply to various funding sources and to the project itself. An applicant should conduct research about legal requirements that may apply to the grant project and must advise the Conservancy if it becomes aware of any laws or regulations that would apply to the project. During the pre-application period, Conservancy staff will provide advice to would-be applicants as to the potential suitability of their projects and may also provide recommendations on approaches and modifications that may improve the likelihood that the Conservancy

board would approve an application for a grant. If requested, Conservancy staff will estimate the priority that the grant application would likely be assigned considering the Conservancy's work program. An applicant should be aware, however, that notwithstanding staff comments and recommendations, all decisions regarding grant applications are at the discretion of the Conservancy board. Prior to submission, all applicants should contact:

Rorie A. Skei, Chief Deputy Director
skei@smmc.ca.gov
(310) 589-3200 x 112

Section 3. Application Process

3.0. *Eligible Applications.* Government agencies (state, local and special districts), [joint exercise of powers agencies](#) and certain nonprofit organizations are eligible for funding. Eligible nonprofit organizations must qualify under Section 501(c)(3) of the Internal Revenue Code.

3.1. *Submission of Application.* As the initial, formal step in the grant application process, the applicant shall submit an original and one copy of a fully executed grant application form (see Exhibit A), including explanations of overhead, vehicle and cell phone policies, and a payee data record (Exhibit B). If at any time these documents need to be updated, it shall be the responsibility of the grantee to notify the Conservancy. The completed documents shall be sent to:

Rorie Skei
Chief Deputy Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, California 90265

In lieu of hard copies, applications may be submitted via electronic mail in PDF format to grants@smmc.ca.gov, provided that a fully executed original is sent to the above address.

All applicants must have a contact e-mail address that is regularly monitored. Primary communication regarding the status of an application will be *via* electronic mail. If an applicant does not have any access to email or is unable to use email due to a disability, applicant should notify the Conservancy in order to develop an alternative communication protocol.

3.2. *Contents of Application.* An application must include a detailed scope of work, including a list of specific tasks, a detailed budget; a timeline for project implementation (including a completion date for each task), any preliminary project plans; and a detailed description of the need for the grant. If the applicant requests advance funds, the applicant must provide a written justification for consideration by the Conservancy and advance funds will only be disbursed after the Conservancy approves the request. The Conservancy considers advance payments as a privilege, not a right, and they are only made at the discretion of the Conservancy board. The Conservancy may require that, as part of the application process, the applicant certify compliance with specified applicable laws, or that the applicant will obtain necessary approvals as part of the project. The Conservancy may also require that an applicant indemnify the Conservancy for potential liability. Where a request is made in an application, the Conservancy may approve, at its discretion and where the applicant provides sufficient justification, reimbursement of acquisition-related costs that preceded the grant start date.

3.3. *Initial Review.* The Budget, Grants, and Contracts Officer performs initial review of grant applications and shall append to the grant application file a check-list of required approvals/submittals (see Exhibit C). If there has not been staff pre-consultation, the Conservancy recommends that an applicant engage in consultation with the Conservancy staff, specifically the Chief Deputy Director, to determine whether any concerns or deficiencies in the application exist. If an application is deemed incomplete, the applicant will be notified at the e-mail address supplied in the application.

3.4. *Legal Review.* Applications will be reviewed by the Chief Staff Counsel for consistency with the Act and applicable grant requirements.

3.5. *Policy Review.* The Chief Deputy Director reviews applications for consistency with the Conservancy work program. Consistency with the Conservancy work program (prepared pursuant to Public Resources Code section 33208) will be included in staff consideration of the priority that should be assigned to the grant application. As part of the policy review, an applicant may be requested to submit additional information about any part of its project.

3.6. *Project plans.* If a project plan is required under Public Resources Code section 33209, the Chief Deputy Director may ask that the applicant submit information sufficient for the Conservancy to adopt the project plan along with the grant application. Such information may be requested in the form of a draft project plan. Project plan requirements are found at Title 14, California Code of Regulations, section 13905. The applicant shall closely coordinate with Conservancy staff when preparing draft project plan materials. The Conservancy will review all material submitted for accuracy and consistency with applicable statutes and regulations. The Conservancy may find an application incomplete based on an inadequate draft project plan.

3.7. *Recommendation by Executive Director.* The Executive Director will review the application, the legal and policy documents prepared under sections 3.3, 3.4, and 3.5 above, and other pertinent information about the project, and determine whether to agendize the grant application for consideration by the Conservancy board. In the event that the Executive Director decides to agendize an application, he or she shall prepare or cause to be prepared a written recommendation. In the event that the Executive Director decides not to agendize an application, the applicant shall be notified in writing and the applicant may appear at the Conservancy board meeting and comment on the Executive Director's decision during the public comment period.

3.8. *Staff Report and Agendizing the Grant Application for Board Consideration.* Where the Executive Director has recommended an application should be agendized for consideration by the Conservancy board, Conservancy staff will prepare a staff recommendation to be signed by the Executive Director and a proposed resolution to be considered by the Conservancy board. Conservancy staff shall then agendize the grant application for consideration by the Conservancy board at a Conservancy board meeting. The start date for the grant agreement will be the date of the Conservancy board meeting at which the application is approved. For grants requiring approval by the Attorney General, the date of approval by the Office of the Attorney General shall be the start date for the grant agreement.

3.9. *Approval by Attorney General.* Some grants of bond funds require the prior approval of the Attorney General before bond funds may be encumbered. Where the Executive Director has recommended that the Conservancy approve a grant application, the Chief Staff Counsel shall forward the materials related to the grant application, including the staff recommendation, to the Attorney General for review. In any instance where the Conservancy board approves a grant prior to Attorney General review, the applicant acknowledges and agrees that any such approval is contingent on the results of the Attorney General review. In the event that the Attorney General determines that the grant would not be consistent with the applicable bond statute and/or the General Obligation Bond Law, an applicant agrees and understands that such determination shall nullify any approval by the Conservancy board. The applicant may be given the opportunity to modify the grant application in order to address any inconsistencies between the project and the bond statute and/or General Obligation Bond Law.

3.10. *Notification to proceed.* All grant materials shall state that no applicant may proceed without explicit notification from the Conservancy. The Budget, Grants, and Contracts Officer will issue such notice only when approval has been given by the Attorney General with respect to bond funds, and in all cases only after approval by the Conservancy. Once approval from the Attorney General is received, the Conservancy will send the applicant three (3) copies of the proposed grant agreement for signature (a

sample grant agreement is available as Exhibit D). All three copies must be returned to the Conservancy with original signatures. The Conservancy will then submit the completed grant agreements to the Department of General Services – Contracted Fiscal Services for entering the encumbrance. Grants to nonprofit organizations must also be approved by the Department of General Services – Office of Legal Services pursuant to Public Resources Code section 33204.2 for approval and encumbrance. In addition to the approvals listed above, additional approvals may be necessary and can be determined by the Budget, Grants, and Contracts Officer. At such time that all approvals have been received, the Budget, Grants, and Contracts Officer will send notification to proceed, as well as templates for grant documentation and billing (see section 3.11). Any work done by an applicant after the start date (date of Attorney General approval) but prior to the notification to proceed, shall be exclusively at the risk of the grantee. There are no exceptions to this rule except as described in section 3.2. Costs incurred before or after the grant performance period are not eligible for reimbursement. Eligible costs incurred after the start of the grant performance period can be reimbursed once the project is encumbered and notification to proceed is given. Applicants become grantees when their contract is encumbered and notification to proceed is given.

3.11. *Grant documentation and billing.* All grant documentation shall be maintained by the Budget, Grants, and Contracts Officer. Each grant shall identify a Conservancy staff contact person that should be contacted when a grantee has a question about the grant. However, unless otherwise indicated, all grant payment issues shall be resolved by the Budget, Grants, and Contracts Officer and all inquiries should be so directed. Upon notification to proceed, the Budget, Grants, and Contracts Officer shall provide templates to the grantee necessary for grant documentation and billing. This includes a Payment Request Template (Exhibit E). All payment requests must include backup documentation for the requested reimbursement amounts. Project Status Reports shall be required every quarter (Exhibit F). Project Status Reports shall be due to the Budget, Grants, and Contracts Officer within one month from the end of each quarter (January 31, April 30, July 31 and October 31). These reports must include a description and explanation for the charges included on Payment Requests within the reporting period. The grantee also has the option to include a Project Status Report with each Payment Request. If a grantee chooses this option, and no Payment Requests occur within a reporting quarter, the grantee must still provide a Project Status Report for that reporting quarter. No payment request shall be processed without a current and complete project status report. Upon completion of the project, and with the request for final payment, the grantee must provide a Project Completion Report (Exhibit G) to the Budget, Grants, and Contracts Officer. This report should include a summary of the project, as well as any photos, brochures or materials as appropriate.

3.12. *Eligible Costs.* The following provides examples of eligible costs for acquisition, development and education projects.

Examples of eligible costs for acquisition: appraisals, surveys, preliminary title reports, title insurance fees, escrow fees and purchase price, relocation costs, employee services and project administration and accounting services.

Eligible costs for development and education are split into pre-construction and construction.

Examples of eligible costs for pre-construction: public meetings/stakeholder meetings/focus groups/design workshop costs, plans, specifications, construction documents and cost estimates, permits, CEQA, premiums on hazard and liability insurance to cover personnel or property, fidelity bond premium costs, bid packages, employee services, project administration and accounting.

Examples of eligible costs for construction: site preparation, grading, gutting, foundation work, purchase and installation of permanent equipment, Construction supplies and materials, construction and equipment owned by the grantee, construction equipment rented or purchased by the grantee, construction management, employee services, project administration and accounting and other miscellaneous costs.

Examples of ineligible costs: outside the grant performance period, indirect overhead business expenses of the grantee's fixed or ordinary operating costs such as rent, mortgage payments, property taxes or utilities (this does not apply to costs included in the overhead policy submitted and approved with the grantee's application), outside project site boundaries, fundraising, food or grant writing.

3.13. *Grant Amendments.* If a grantee desires to amend the scope of the grant or augment the amount of the grant, the grantee shall apply for the amendment using the same application process described above. Budgetary changes and term extensions do not require this process, but must be approved by the Conservancy staff. Term extensions and budgetary changes less than or equal to \$20,000 may be approved by the Budget, Grants, and Contracts Officer. Budgetary changes greater than \$20,000 must also be approved by the Chief Deputy Director. Chief Staff Counsel may also be consulted.

3.14. *Deed Restrictions.* For acquisition projects, a deed restriction (or equivalent document) will be required to secure compliance with the terms of the grant. The deed restrictions will be tailored to the individual project.

3.14. *Budget Contingency Clause.* The following clause shall be included in all grant agreements: For the purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the Conservancy shall have the option to either cancel this contract with no liability occurring to the Conservancy, or offer a contract amendment to the Grantee to reflect a reduced grant amount. This paragraph shall not require mutual agreement.

Section 4. Grant Monitoring and Audit

4.0. *Grant Monitoring.* All approved grants are subject to monitoring and audit. By submitting an application, an applicant/grantee agrees to provide reasonable access to the Conservancy for monitoring and auditing purposes. Additionally, an applicant/grantee must retain all grant application and project materials for a period of seven (7) years after the project has been certified as complete pursuant to Section 5 below. As part of the Conservancy's on-going grant monitoring, grantees are required to submit quarterly project status reports as mentioned in section 3.11. Project status reports shall include a detailed description of the status of the project and compliance with project milestones. In addition, the Conservancy may request copies of all contracts, subcontracts, and work product. Finally, the Conservancy conducts in-house audits of a representative sample of grants on a two year cycle by submitting an application, an applicant/grantee understands and agrees that its project may be audited as part of this audit.

Section 5. Final Certification and Post Grant Monitoring

5.0. *Final certification of acquisition projects.* For land acquisition projects, the Conservancy may make full payment of the grant amount into escrow, provided, however, that the grant and escrow documents shall require that the escrow agent submit a copy of the final escrow closing statement and the deed to the Chief Staff Counsel before disbursing funds to the seller. The grant file shall reflect the final certification by the Chief Staff Counsel that an acquisition has been completed.

5.1. *Final certification of non-acquisition grants.* For projects that do not involve land acquisition, prior to final payment, the Conservancy project manager for the project must certify completion of the project. For a project that involves development, the project manager may issue the certification only after having conducted a site visit to verify completion. For a project that involves planning and design or education and interpretation, before certifying project completion, the project manager must personally review the planning documents or the interpretation materials and/or program results prepared by the applicant. No special form of certification is required other than the check-off or signature of the project manager.

5.2. *Post-grant monitoring.* Many grants impose ongoing, continuing responsibilities and obligations on the grantee, including, in many cases, a requirement that the applicant/grantee adequately and appropriately maintain the project. On a periodic basis, the Budget, Grants, and Contracts Officer will recommend to the Executive Director a list of those grants that should be subjected to post-grant monitoring and the Executive Director shall adopt or approve a list of grants for post-grant monitoring. The Budget, Grants, and Contracts Officer and Executive Director shall prioritize for post-grant review those projects with high dollar value grants and those with unusual or problematic implementation.

5.3. *Procedure for post-grant monitoring.* The Executive Director will determine the appropriate method of post-grant monitoring on a case by case basis. For a particular project, post-grant monitoring may include, but is not limited to, site visits, review of program materials, review of visitor satisfaction surveys, and constituent/visitor polling to ensure that the project is being implemented and grant funds are being utilized in accordance with the grant application as approved by the Conservancy. The Conservancy may charge the cost of post-grant monitoring against the bond fund from which the initial grant was made. Where site visits are required, the applicant/grantee shall be given reasonable notice (not less than 48 hours) and afforded an opportunity to accompany the Conservancy monitoring officer during the site visit.

5.4. *Report of post-grant monitoring.* For projects subjected to post-grant monitoring, a post-grant monitoring report shall be filed in the original grant file. If the monitoring officer determines that substantial deficiencies exist in the grantee's performance, this fact must be reported to the Executive Director.

5.5. *Procedure upon finding of substantial deficiency.* The Executive Director shall review any finding of substantial deficiencies made by a grant monitoring officer pursuant to Sec. 5.4 and if he or she sustains such finding, then the Executive Director shall send, or cause to be sent, an "informal request for compliance" to the applicant/grantee detailing the specific deficiency(s) as identified in the post grant monitoring report and provide a schedule for the applicant/grantee to remediate the deficiency(s) within a specified time.

5.6. *Notice of Non-Compliance.* If the applicant/grantee has not cured the deficiency(s) identified in a post grant monitoring report within the time schedule provided by the Conservancy in the informal request for compliance, the Executive Director shall issue a Notice of Non-Compliance to the grantee. Simultaneously with such notice, the Executive Director shall agendaize action on this item for the next regular meeting of the Conservancy and shall provide notice to the Attorney General and to the grantee. The Conservancy reserves the right to take any and all available legal action against an applicant/grantee who has not cured a deficiency within the required time frame, including, without limitation, seeking available remedies through litigation.

Exhibits

- A – Sample Grant Application
- B – Sample Payee Data Record
- C – Sample Approval Checklist
- D – Sample Grant Agreement
- E – Sample Payment Request
- F – Sample Project Status Report
- G – Sample Project Completion Report

EXHIBIT A

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION			
Project Name:	Amount of Request:		
Applicant Name:	Total Project Cost:		
Applicant Address:	Matching Funds:		
	Lat/Long:		
	Project Address:		
	County	Senate District	Assembly District
Phone:			
Email:	Tax ID:		
Grantee's Authorized Representative:			
<i>Name and Title</i>		<i>Phone</i>	
Overhead Allocation Notice:			
<input type="checkbox"/> Any overhead costs will be identified as a separate line item in the budget and invoices. <input type="checkbox"/> The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses. <input type="checkbox"/> The overhead allocation policy has been submitted prior to or with the grant application.			
<i>All check boxes must be checked</i>			
Project Description:			
*attach additional pages as necessary			
Tasks / Milestones:	Budget:	Completion Date	
For Acquisition Projects:			
APN(s): N/A			
Acreage: N/A			
I certify that the information contained in this Grant Application form, including required attachments, is accurate.			
_____			_____
<i>Signature of Authorized Representative</i>			<i>Date</i>
STATE OF CALIFORNIA ♦ THE NATURAL RESOURCES AGENCY			

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Grant Application Checklist

Project Title: Sample Project

Applicant: Sample Applicant

Pre-Consultation with Staff	Rorie Skei Chief Deputy Director	
Initial Review	Melissa Smith Budget and Fiscal Officer	
Legal Review	Jeffrey K. Maloney Chief Staff Counsel	
Policy Review	Rorie Skei Chief Deputy Director	
Recommendation by Executive Director	Joseph T. Edmiston Executive Director	
Staff Report and Agendizing the Grant Application for board Consideration	Melissa Smith Budget and Fiscal Officer	
SMMC Board Approval	SMMC Board and Advisory Committee at Public Meeting	
Approval by Attorney General	Submitted by Jeffrey K. Maloney Chief Staff Counsel Reviewed by AG representative	
Registration in eSCPRS on Bidsync	Registered by Melissa Smith Budget and Fiscal Officer	
Recorded in ABCRS	Entered by Melissa Smith Budget and Fiscal Officer	
Approval by State Treasurer's Office for use of Bond Funds and Build America Bond Eligibility via ABCRS	Submitted by Melissa Smith Budget and Fiscal Officer Reviewed by STO representative	
Approval by Department of Finance for use of Bond Funds via ABCRS	Submitted by Melissa Smith Budget and Fiscal Officer Reviewed by DOF representative	
Approval by Department of General Services/Entry into Fi\$cal	Submitted by Melissa Smith Budget and Fiscal Officer Approved by DGS-Contracted Fiscal Services Representative via Fi\$cal	
Notification to Proceed	Sent by Melissa Smith Budget and Fiscal Officer	

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME	2. FEDERAL I.D. NUMBER
----------------------	------------------------

3. AGENCY TRANSMITTING AGREEMENT	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE
----------------------------------	------------------------------------	------------------------

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

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

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.)

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

MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT

ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE \$ _____ or _____ %

OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE	AGREEMENT TOTAL \$
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$
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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.

ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$
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12. AGREEMENT	TERM From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original			\$	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

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 EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)*

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

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

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

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:

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

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

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

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

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

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

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ 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 _____ page(s)

Exhibit E – Additional Provisions _____ page(s)

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

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

- 2. The services shall be performed within the _____.

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

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

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

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mo
Section/Unit: Government Programs	Section/Unit:
Attention: Budgets, Grants, and Contracts Officer	Attention:
Address: 5750 Ramirez Canyon Road Malibu, California 90265	Address:
Phone: (310) 589-3200 x141	Phone:
Fax: (310) 589-3207	Fax:

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

Santa Monica Mountains Conservancy
Attn: Budgets, Grants and Contracts Officer
5750 Ramirez Canyon Road
Malibu, California 90265

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

Recording requested by, and
when recorded, return to:

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

Project Name:
County:

Space above this line for Recorder's use

PAYMENT OF RECORDING FEE EXEMPT PUSUANT TO GOVERNMENT CODE SECTION 6103

AGREEMENT

NOTICE OF UNRECORDED GRANT AGREEMENT

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

RECITALS

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

NOTICE

Example language: The Real Property shall be permanently dedicated for implementation of watershed protection of the Upper Los Angeles River pursuant to section 79508 of the Water Code and section 75050 (g) (2) of the Public Resources Code.

Project Name (Funding Source)
Grant ID Number

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

RECIPIENT OF GRANT FUNDS:

By: _____

Additional General Provisions

A. Definitions

1. The term “Act” as used herein means the _____.
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Moneys” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described in Section B of Exhibit E.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of Exhibit E.
8. The term “State” as used herein means the Santa Monica Mountains Conservancy.
9. The term “Contractor” as used herein means the party described as the Grantee on page 1 of this Contract.

B. Project Description

The Grantee shall be responsible for _____.

For Projects that involve land acquisition:

- 1.1 Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:
 - 1.1.1 An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain one independent appraisal. One independent review appraisal will be required to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.
 - 1.1.2 A written statement of the proposed procedure and timing of the purchase of the land interest.
 - 1.1.3 A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of a hazardous material that may be found during the development of the site.
 - 1.1.4 If not included in the appraisals, an adequate map showing the location of the proposed project including the land/easement proposed for purchase. Adequacy will be determined by the Grant Manager.
- 1.2 Open an escrow account with an institution licensed by the California Department of financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California financial code, commencing with Section 17000.
- 1.3 Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions by _____.
 - 1.3.1 Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller's restrictions during the term of the escrow, if any.

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

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

1.3.4 Close escrow and finalize the acquisition.

C. Project Period

The project period shall be from _____, 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.
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 applicable prevailing wage requirements.
10. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program (www.ceres.ca.gov).
11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.

E. Project Costs

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

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

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

G. Project Termination

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

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

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

H. Financial Records

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

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

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

I. Use of Facilities

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

J. Nondiscrimination

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

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

K. Application Incorporation

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

L. Severability

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

**SANTA MONICA MOUNTAINS CONSERVANCY
PAYMENT REQUEST**

Grant Agreement: SMM-05035 Project Name: sample project Invoice Number: 1 Invoicing Period: LTD to 9/30/2005 Grant Amount: \$ 150,000.00	Grantee Name: sample grantee Address for Remittance: 1234 Sample Lane Sample, CA 90004 attn: Finance Department
---	--

Approved Tasks / Milestones:	Cost of Project This Period:	Total Cost to Date:	Remaining Balance:
1 Planning and Design	\$ 5,783.47	\$ 0.00	\$ 0.00
2 Construction	\$ 94,829.75	\$ 0.00	\$ 0.00
TOTAL:	\$ 100,613.22	\$ 0.00	\$ 0.00

SUMMARY	
a. Current Invoice Amount	\$ 100,613.22
b. Balance Due from Prior Requests	\$ 0.00
c. Credits	
c-1 Principal	\$ 0.00
c-2 Interest	\$ 0.00
d. Total Balance Due (a+b-c)	\$ 100,613.22

I certify that any reimbursement request for travel expenses and per diem are in accordance to General Provisions of the grant agreement. I also understand that I am responsible for maintaining adequate records to substantiate travel expenses and per diem.

Signature of Authorized Representative _____ *Date* _____

I certify that the above costs were incurred in the performance of work required under the grant agreement and are consistent with the amount evidenced by supporting documents and expenditures.

Signature of Authorized Representative _____ *Date* _____

For SMMC Use Only:

Accepted by: _____

Contracts and Fiscal Officer _____ *Date* _____

Approved for payment by: _____

Chief Deputy Director _____ *Date* _____

**SANTA MONICA MOUNTAINS CONSERVANCY
PROJECT STATUS REPORT**

Project Name: Sample Project

Grantee Name: Sample Grantee

Grant Agreement Number:
SMM-XX-XXX

Months Covered:
1/1/15-1/31/15

Project is: On-going Complete Inactive

Tasks / Milestones:

Percentage Complete:

1 Task one	100%
2 Task two	0%
3 Task three	27%
4	
5	
6	

Description of Project Status, Explanation of Changes in Budget or Schedule:

Explanation of project status and progress during this period, including explanation of charges being requested for reimbursement.

Attach Additional Pages As Necessary

I certify that the above is an accurate description of project status.

Signature of Authorized Representative

Date

Interim Form SMM-003

**SANTA MONICA MOUNTAINS CONSERVANCY
PROJECT COMPLETION REPORT**

Project Name:

Grant Agreement Number:

Date Project Completed:

Total Amount Expended:

Grant Funds Not Expended:

Source of Funding (1): Amount

Source of Funding (2): Amount

Source of Funding (3): Amount

FOR ACCOUNTING USE ONLY

IF FUNDS RETURNED TO GRANTING AGENCY:

Warrant or Check Number: Date
Returned:

Amount of Principal:

Amount of Interest:

Total Amount of Return:

Summary of Work Completed:

I certify that to the best of my knowledge and belief all required documents have been submitted and all work and costs claimed are eligible in accordance with the grant agreement.

Project Manager, Title

Date

Accepted by:

Fiscal Representative, Title

Date