

Attachment  
SMMC Item 16  
December 6, 2004

Materials prepared by: C. McLane 11/29/04

**AGREEMENT SUMMARY**  
STD 215 (Rev 4/2002)

AGREEMENT NUMBER <b>SMM-04XX</b>	AMENDMENT NUMBER
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**CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME <b>Mountains Recreation and Conservation Authority (PP&amp;D)</b>	2. FEDERAL I.D. NUMBER <b>77-0112367</b>
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3. AGENCY TRANSMITTING AGREEMENT <b>Santa Monica Mountains Conservancy</b>	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE <b>10507</b>
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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  
**Project planning and design activities leading directly to the acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas**

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 acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas**

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
Capital Outlay and Grants	3810-301-0005	04-05	208	2004	225,000
					\$

OBJECT CODE	<b>AGREEMENT TOTAL</b> \$ 225,000
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OPTIONAL USE      AMOUNT ENCUMBERED BY THIS DOCUMENT  
**\$ 225,000**

*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  
           **\$ 225,000**

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	12-6-04	12-30-06	\$ 225,000	<b>Exempt</b>
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
<b>TOTAL</b>			<b>\$ 225,000</b>	

(Continue)

**AGREEMENT SUMMARY**

STD. 215 (NEW 02/98)

## 13. BIDDING METHOD USED:

 REQUEST FOR PROPOSAL (RFP)*(Attach justification if secondary method is used)* INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT SOLE SOURCE CONTRACT*(Attach STD. 821)* EXEMPT FROM BIDDING*(Give authority for exempt status)* OTHER *(Explain)* N/A-Local Assistance GrantNOTE: *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/A23. 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

AGREEMENT NUMBER

**SMM-04xx**

REGISTRATION NUMBER

**xx**

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 (PP&D 12)

2. The term of this Agreement is: 12-6-04 through 12-30-06

3. The maximum amount of this Agreement is: \$ 225,000

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 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](http://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.)

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)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerome C. Daniel, Chair

ADDRESS

5750 Ramirez Canyon, Malibu, CA 90265

**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:

Project planning and design activities leading directly to the acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas.

See attached Grant Application, Staff Report and Resolution.

2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.
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: Paul Edelman
Phone: (310) 589-3200	Phone: 310-589-3230
Fax: (310) 589-2408	Fax: 310-589-2408

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: Cara McLane
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: 323-221-9944 ext. 117
Fax: (323) 221-9933	Fax: 323-221-9934

## EXHIBIT E

### Additional General Provisions

#### Definitions

1. The term “Act” as used herein means the Park Bond 2000
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 acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas in accordance with the attached staff report, resolution, and application authorizing such action dated December 6, 2004.

**EXHIBIT E**

**C. Project Period**

The project period shall be from date of authorization to December 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.

**EXHIBIT E**

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 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.**

**EXHIBIT E**

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**

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**

**EXHIBIT E**

**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**

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

### EXHIBIT E

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

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.

**EXHIBIT E**

**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, an 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. 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 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 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.

**EXHIBIT E**

**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**

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

**EXHIBIT E**

1. 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.
2. 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

O. Budget Contingency Clause

1. 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.
2. 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.



**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**

Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

November 12, 2004

Mr. Jerome C. Daniel  
Chairperson  
Santa Monica Mountains Conservancy  
5750 Ramirez Canyon  
Malibu, California 90265

**Grant Application - Proposition 12 Funds  
Project Planning and Design**

Dear Mr. Daniel:

I am pleased to present the enclosed application for grant funding for Project Planning and Design for Proposition 12. The MRCA requests a grant in the sum of \$225,000 from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) Article 8, Mountain Resource Program, Section 5096.353.

The proposed grant would fund project planning and design activities leading directly to the acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas. Please refer to the enclosed application for more information. If you have any questions regarding this, please contact our project manager, Paul Edelman, at 310-589-3230, extension 128.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Berger".

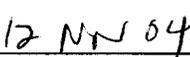
Michael D. Berger  
Chairperson

Attachments:      Application

**SANTA MONICA MOUNTAINS CONSERVANCY  
GRANT APPLICATION**

<b>Project Name:</b> Project Planning and Design	<b>Amount of Request:</b> \$ 225,000 <b>Total Project Cost:</b> \$ 225,000						
<b>Applicant Name:</b> Mountains Recreation & Conservation Authority	<b>Amount of Match:</b> \$ 0 <b>Source of Match:</b> n/a						
<b>Applicant Address:</b> 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	<b>Project Address:</b> various						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">County</th> <th style="width: 33%;">Senate District</th> <th style="width: 33%;">Assembly District</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Los Angeles, Ventura</td> <td style="text-align: center;">various</td> <td style="text-align: center;">various</td> </tr> </tbody> </table>	County	Senate District	Assembly District	Los Angeles, Ventura	various	various
County	Senate District	Assembly District					
Los Angeles, Ventura	various	various					
<b>Phone:</b> 323-221-9944 <b>Fax:</b> 323-221-9934	<b>Email:</b> Paul.Edelman@mrca.ca.gov						
<b>Grantee's Authorized Representative:</b> Cara McLane, Contracts Officer <span style="float: right;">323-221-9944, x117</span>							
<hr style="width: 50%; margin: 0 auto;"/> <i>Name and Title</i> <span style="float: right;"><i>Phone</i></span>							
<b>Person with day-to-day responsibility for project:</b> Paul Edelman, Chief of Natural Resources and Planning <span style="float: right;">310-589-3230, x128</span>							
<hr style="width: 50%; margin: 0 auto;"/> <i>Name and Title</i> <span style="float: right;"><i>Phone</i></span>							
<b>Brief Scope of Work</b> (60 words maximum): Project planning and design activities leading directly to the acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas.							
<b>Funding Source Applied for:</b> Proposition 12							
<b>Narrative/Project Description:</b> Project planning and design activities leading directly to the acquisition, improvement, enhancement, or restoration of park, wildlife or natural areas. Planning and design activities will include researching subject properties' natural resources and ownership, negotiations and preparation of purchase agreements, obtaining and reviewing appraisals, title reports, and environmental assessments, mapping and graphics to support acquisitions, and preparation of project plans and improvement plans to ensure adequate and safe public access and protect sensitive natural and cultural resources.  Potential projects that will be pursued with these funds are listed on Exhibit A, Project List and Budget. All land acquisition projects will be with willing sellers, and may include both fee simple title purchases and easements. Land acquisition can be via direct purchase, donation, or dedication. The grant would fund the MRCA's planning, permitting, and administrative activities directly related to the enhancement and restoration of natural lands and the improvement of public recreational facilities within a subset of this list of projects. All of the subject project planning and design activities would be consistent with Article 8, Mountain Resource Program, Section 5096.353 of Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000. All planning and design activities would be in compliance with the California Environmental Quality Act.							

*Continued on next page*

Tasks / Milestones:	Budget:	Completion Date
1 Project Planning and Design Services	\$ 225,000	June 30, 2005
2		
3		
4		
5		
6		
<b>Acquisition Projects:</b> <b>APN(s):</b> n/a <b>Acreage:</b> n/a		
I certify that the information contained in this Grant Application form, including required attachments, is accurate.		
 <hr/> <i>Signature of Authorized Representative</i>		 <hr/> <i>Date</i>
Form SMM-001		
STATE OF CALIFORNIA ♦ THE RESOURCES AGENCY		



# MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

## EXHIBIT A PROJECT PLANNING AND DESIGN – PROPOSITION 12 11/12/04

### PROJECT BUDGET

#### Task 1 –

Personnel (including benefits and overhead)	\$ 178,000
Legal	\$ 11,000
Transportation	\$ 5,000
Appraisals and Title Reports	\$ 25,000
Environmental Assessments	\$ 3,000
Mapping/Graphics	\$ 3,000
<b>Task 1 Total</b>	<b>\$ 225,000</b>

### POTENTIAL PROJECTS

#### 1. Land acquisition, trail construction and habitat restoration in the following coastal canyon watersheds within the Santa Monica Mountains:

- a. Accept donations along the Mulholland Scenic Parkway
- b. Laurel - Acquire donations
- c. Benedict - Acquire donations
- d. Beverly Glen - Acquire donations
- e. San Ysidro - Acquire donations
- f. Peavine - Acquire donations
- g. Mandeville - Acquire donations
- h. Topanga - Acquire surplus Los Angeles County property in the Sylvia Park and Hillside Drive area  
Acquire property in the Kerry Lane Area  
Acquire property between Mulholland Gateway Park and Garapito Creek stream channel east and north of Ed Edelman - Summit Valley Park  
Acquire donations and tax defaulted parcels from Los Angeles County watershed-wide
- i. Tuna - Acquire property around the perimeter of Tuna Canyon Park
- j. Las Flores - Acquire property to maintain a coastal slope wildlife corridor and the Coastal Slope Trail between Tuna and Las Flores Canyons
- k. Malibu - Acquire property in the Stokes Canyon tributary, Piuma Ridge, upper Cold Creek/Dark Canyon tributaries and upper La Sierra Canyon tributary, and dedications along Mulholland Highway in the Cold Creek tributary

- l. Puerco - Acquire dedications for the Coastal Slope Trail and additions to Corral Canyon Park
- m. Corral - Acquire property to connect Corral Canyon Park with Malibu Creek State Park and for the Coastal Slope Trail
- n. Solstice - Acquire property to connect Solstice Canyon Park with Malibu Creek State Park
- o. Latigo, Escondido, and Ramirez Canyons- Acquire property to maintain a coastal slope, east-west wildlife corridor and Coastal Slope Trail between Solstice Canyon Park and the Zuma Canyon unit of the Santa Monica Mountains National Recreation Area
- p. Encinal - Acquire pending dedication, donations and Offers to Dedicate
- q. Lechusa - Acquire donations and Offers to Dedicate
- r. Los Alisos - Acquire donations and Offers to Dedicate
- s. Nicholas - Acquire donations and Offers to Dedicate
- t. Arroyo Sequit - Acquire donations and Offers to Dedicate
- u. Calleguas Creek - Acquire conservation easements and donations, particularly conservation easements, in agricultural lands along Calluguas Creek at the eastern end of the Santa Monica Mountains to the Point Mugo Naval Air Station

**2. Land acquisition and restoration in the following inland canyon watersheds within the Santa Monica Mountains:**

- a. Carlisle Canyon - Acquire donations in central and upper canyon focusing on protecting riparian habitat
- b. Triunfo Canyon - Acquire pending dedications and donations
- c. Lobo Canyon - Acquire donations
- d. Medea Canyon - Acquire donations
- e. Las Virgenes Canyon - Acquire donations and dedications
- f. Liberty Canyon - Acquire pending dedications and donations
- g. Natoma, Ventura and Fryman Canyons - Acquire donations

**3. Land acquisition and restoration in the following canyons and sub-areas of the Simi Hills:**

- a. Crummer Canyon - acquire dedications east of MRCA Crummer Canyon easement
- b. El Escorpián Canyon - Acquire donations between Upper Las Virgenes Canyon Open Space Preserve and Valley Circle Boulevard
- c. Bell Canyon - Acquire donations
- d. Dayton Canyon - Accept pending dedication and acquire donations from Valley Circle Blvd. westward
- e. Woolsey Canyon - Accept dedications and acquire donations between Chatsworth Reservoir and Sage Ranch
- f. Box Canyon - Accept donations and acquire in lieu mitigation fee properties along Box Creek

- g. Santa Susana Pass State Historic Park - Accept donations around, and coordinate acquisitions with other entities to add to State Park holdings
- h. Chatsworth Peak (north slope) - Accept donations and coordinate acquisitions with other entities such as Rancho Simi Park and Recreation District
- i. Arroyo Simi - Acquire in lieu fee riparian mitigation properties in eligible portions of the Arroyo Simi
- j. Black Canyon - Accept donations north of Sage Ranch and acquire in lieu fee riparian mitigation properties
- k. Runkle Canyon - Accept pending dedication
- l. Palo Comado Canyon - Accept donations and dedications from the City of Agoura Hills

**4. Land acquisition and restoration in the following canyons and sub-areas of the Montclef Ridge, Tierra Rejada and Santa Rosa Valleys:**

- a. Acquire dedications and donations in the designated greenbelt and inter-mountain range wildlife corridor area bounded by the Arroyo Simi, Olsen Road, the 23 Freeway and Madera Road
- b. Acquire dedications and donations and acquire in lieu fee riparian mitigation properties to maintain the wildlife corridor between the Wildwood Park and the area bounded by Olsen Road, Moorpark Road, the 23 Freeway and Tierra Rejada Road
- c. Acquire dedications and donations and acquire in lieu fee riparian mitigation properties in the Las Posas Hills and Santa Rosa Valley in the area bounded by Moorpark Road, the Arroyo Simi, and Santa Rosa Road
- d. Acquire fee simple and easement interests, and dedications and donations in the Montclef Ridge Wildlife Corridor between the Joel McCrea Wildlife Preserve and Wildwood Park

**5. Land acquisition and restoration in the following canyons and sub-areas of the Santa Susana Mountains:**

- a. Arroyo Simi tributaries between Happy Camp and Alamos Canyons - accept dedications
- b. Alamos - accept dedications and donations
- c. Tapo - accept dedications and donations
- d. Chivo and Las Lajas Canyons - accept donations from small lot subdivisions
- e. Devil - accept dedications and donations throughout watershed
- f. Browns - accept dedications and donations throughout watershed
- g. Bee - accept pending dedications
- h. Newhall Pass - accept donations and dedications west of Interstate 5 and between State Route 14 and Interstate 5
- i. East - acquire properties along Old Road and accept donation of inholdings in upper watershed
- j. Towsley - accept donations in canyon upstream from Santa Clarita Woodlands Park
- k. Lyons - accept donations and future dedications throughout watershed

- I. Pico - accept donations and future dedications throughout watershed both upstream and downstream of Mentryville

**6. Land acquisition and restoration in the following canyons and sub-areas of the Santa Clara River:**

- a. San Martinez Grande - Acquire tax defaulted and in lieu fee riparian mitigation properties and donations
- b. Lower Castaic Creek - Acquire in lieu fee riparian mitigation properties, tax defaulted properties and dedications from the northern limit of the Castaic Recreation Area to the Santa Clara River
- c. San Francisquito Creek - Acquire in lieu fee riparian mitigation properties and dedications
- d. Soledad Canyon - Acquire in lieu fee riparian mitigation properties, tax defaulted properties, dedications and donations
- e. Grasshopper - Acquire future dedications
- f. Halsey Canyon - Acquire in lieu fee riparian mitigation properties, tax defaulted properties, donations and dedications between the built environment and the divide of the Piru Creek watershed

**7. Land acquisition and restoration in the following canyons and sub-areas of the San Gabriel Mountains:**

- a. Elsmere Canyon - process and negotiate open space dedications and donations in the area between State Route 14 and the Angeles National Forest
- b. Placerita Canyon - process and negotiate open space dedications and donations in the area between the Golden Valley Ranch dedication and the Angeles National Forest
- c. Grapevine Canyon - complete dedication and donations in process and accept future dedications and donations
- d. Lopez Canyon, Kagel Canyon, Little Tujunga Canyon - process and negotiate open space acquisitions, dedications, and donations in the area between the built environment and the Angeles National Forest
- e. Big Tujunga Canyon- acquire City of Los Angeles and Department of Water and Power surplus property and City of Los Angeles entitlement dedications between the 210 Freeway and the Angeles National Forest
- f. Millard Canyon - acquire parcels between the Angeles National Forest and Canyon Crest Road
- g. Angeles Forest Adjacent - Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, the Angeles National Forest between Haines Canyon and Sierra Madre
- h. Soledad Canyon - Acquire fee simple, easements, donations and dedications in the habitat block-linkage between State Route 14 and Soledad Canyon Road

**8. Land acquisition and restoration in the following canyons and sub-areas of the Sierra Pelona Range:**

- a. Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, the Angeles National Forest, the MRCA's Ritter Ranch Open Space, the Pacific Crest Trail, and other public open space lands in area between the crest of the Sierra Pelona Mountains and State Route 14.

**9. Land acquisition and restoration in the following sub-areas of the Antelope Valley:**

- a. Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, the Angeles National Forest, other public open space lands, or in Significant Ecological Areas between Hwy. 138 and the Angeles National Forest and east of State Route 14
- b. Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, the Angeles National Forest, the MRCA's Ritter Ranch Open Space, other public open space lands, or in Significant Ecological Areas between the crest of the Sierra Pelona Mountains and the California Aqueduct and west of State Route 14
- c. Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, the Angeles National Forest, the , other public open space lands, or in Significant Ecological Areas between the crest of the Liebre-Sawmill Mountains and the California Aqueduct and west of State Route 14
- d. Acquire tax defaulted properties and accept dedications and donations of properties adjacent to, or near-adjacent to, State-owned natural areas in the Antelope Valley

**10. San Rafael Hills**

- a. Acquire and restore open space in the Cities of Pasadena, Glendale and La Canada-Flintridge at east end San Rafael Hills north of the 134 Freeway

**11. Land acquisition and restoration in the Verdugo Mountains**

- a. La Tuna Canyon - Acquire and restore open space up stream of Sunland Boulevard including the Canyon Hills-Whitebird and Hillview-Duke properties abutting the 210 Freeway, and the Majors property at the eastern end of the Verdugo Mountains
- b. Accept donations and dedications in the eastern Verdugo Mountains both south and north of the Santa Monica Mountains Conservancy's Verdugo Mountain Open Space in the City of Glendale

**SANTA MONICA MOUNTAINS CONSERVANCY**

LOS ANGELES RIVER CENTER AND GARDENS  
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LOS ANGELES, CALIFORNIA 90065  
PHONE (323) 221-8900  
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November 19, 2004

John A. Saurenman  
Supervising Deputy Attorney General  
Office of the Attorney General  
Lands Section  
300 South Spring Street  
Los Angeles, California 90013

**Project Planning and Design  
Proposition 12 Grant Application**

Dear John:

Enclosed please find a proposed grant application submitted in draft form by the Mountains Recreation and Conservation Authority (MRCA) and drafts of the Santa Monica Mountains Conservancy grant agreement, staff report and resolution.

The MRCA is requesting a grant in the amount of \$225,000 from the Conservancy's Proposition 12 funds to be used for project planning and design, which includes identifying and developing the acquisition, enhancement and restoration of natural lands.

Pursuant to Section 5 of the Budget Control Language the Conservancy requests that your office review the enclosed draft and provide the Conservancy with advice as to whether the proposed grant is in compliance with the General Obligation Bond Law.

Sincerely,

A handwritten signature in cursive script that reads "Laurie C. Collins".

LAURIE C. COLLINS  
Chief Staff Counsel