COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

November 30, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA WILDLIFE CONSERVATION BOARD FOR THE MARSHALL CANYON LAND ACQUISITION DRAFT CONCEPTUAL AREA PROTECTION PLAN GRANT APPLICATION

(Fifth District – 3 Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the application for the proposed acquisition project is categorically exempt from the California Environmental Quality Act (CEQA).

2. Approve the attached Grant Agreement for Acquisition of Fee Interest with the California Wildlife Conservation Board (WCB).

3. Authorize the Interim Director of Parks and Recreation, or his designee, as agent of the County of Los Angeles, to execute the attached Grant Agreement and submit to the WCB this grant agreement and any related documents which may be necessary for the completion of the grant application.

4. Authorize, upon an award of grant funding, the Interim Director of Parks and Recreation, or his designee, as agent of the County, to accept the grant, conduct all negotiations, execute and submit all documents, including but not limited to, project grant amendments and payment requests, which may be necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of and authorization to execute the attached Grant Agreement will allow the County to fulfill a submittal requirement of the WCB for the Marshall Canyon land acquisition Draft Conceptual Area Protection Plan grant application (CAPP). Upon award of grant funding, the WCB, as grantor, will fully execute the grant agreement with the County.

On June 3, 2004, the Department, in partnership with the San Gabriel Mountains Regional Conservancy, submitted a Draft Conceptual Area Protection Plan (CAPP) grant application to the Wildlife Conservation Board, requesting funding in the amount of $5,358,000 for the proposed acquisition of approximately 447.45 acres of land located on the front range of the San Gabriel Mountains east of the San Gabriel River and north of the cities of La Verne and Claremont. In addition, a local funding share of $1,500,000 has been committed as a match for the project from the Regional Park and Open Space District County Excess funds available for project within the Fifth Supervisorial District, for a total project cost of $6,858,500. Funding consideration by the WCB is tentatively scheduled for its February 2005 agenda. As a requirement of the grant application, the WCB requires the submittal of a grant agreement executed by the grantee prior to funding consideration. In addition, the Chief Administrative Office will return to your Board at a future date with recommendations for approval of the proposed acquisition.

The proposed acquisition is part of the overall Marshall Canyon Conservation Corridor (MCCC) which, when completed, will create a five mile conservation corridor stretching from San Dimas Canyon on the west, to Mt. Baldy Road in Claremont on the east. The MCCC will expand and enhance the biological resource value of the existing undeveloped Marshall Canyon Regional Park and many of the proposed acquisitions are located adjacent to and contiguous with this park. The County will own the properties acquired in fee simple.

In the interim, however, the Trust for Public Land (TPL) has worked in partnership with the Department to secure and execute land options from willing sellers of the proposed properties to be acquired. TPL has undertaken this task at no cost to the County to temporarily secure the properties to be acquired until such time as a grant is awarded and the County can undertake and complete the acquisition of the proposed properties. In addition, the San Gabriel Mountains Regional Conservancy (SGMRC) will enter into a management agreement with the Department and assume ongoing management and maintenance responsibility for any property acquired in the MCCC and within the scope of this grant application.

Implementation of Strategic Plan Goals

Upon completion, the proposed project will contribute to the achievement of three goals of the County's Strategic Plan: Goal 4 (Fiscal Responsibility) by investing in the public infrastructure; Goal 5 (Children and Families' Well-Being) by protecting open space that helps promote good health, safety and survival, emotional and social well-being, and education/workforce readiness of children and families of the County; and Goal 6 (Community Services) by improving the quality of life for residents.

FISCAL IMPACT/FINANCING

The total estimated project cost for the project is $6,858,500. The WCB project grant application requests funding in the amount of $5,358,500. A match in the amount of $1,500,000 will be provided from Regional Park and Open Space District County Excess funds available for projects in the Fifth Supervisorial District.

Operating Budget Impact

Operating cost estimates for the projects are under development by the Department and will be reported to you prior to the actual acquisitions of the property. However, the San Gabriel Mountains Regional Conservancy (SGMRC) has agreed to enter into a management agreement with the Department and assume ongoing management and maintenance responsibility for any property acquired in the MCCC and within the scope of this grant application and, therefore, it is anticipated that any operating budget impact will be minimal.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Wildlife Conservation Board was created by legislation in 1947 to administer a capital outlay program for wildlife conservation and related public recreation. Originally created within the Department of Natural Resources and later placed with the Department of Fish and Game, the WCB is a separate and independent Board with authority and funding to carry out acquisition and development programs for wildlife conservation, pursuant to California Fish and Game Code 1300, et seq.

The primary responsibilities of the Board are to select, authorize and allocate funds for the purchase of land and waters suitable for recreation purposes and the preservation, protection and restoration of wildlife habitat. The WCB approves and funds projects that set aside lands within the State, through acquisition or other means, to meet these objectives.

Upon execution of a project grant agreement, the Department will be required to spend those funds in accordance with the project grant agreement.

County Counsel has approved the attached grant agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The application for the proposed project is categorically exempt under the California Environmental Quality Act (CEQA) according to Section 15601 (b) (3) of the State CEQA guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; therefore, the activity is not subject to CEQA.

IMPACT ON CURRENT SERVICES AND PROJECTS

There are no impacts on current services or projects as a result of this action.

CONCLUSION

Upon approval by your Board, please instruct the Executive Office, Clerk of the Board to forward one conformed copy to the Chief Administrative Office, Capital Projects Division, and two (2) conformed copies of this letter to the Department of Parks and Recreation by Tuesday, December 7, 2004, for submittal of the grant agreement to the grantor.

Respectfully submitted,

Barbara N. Uyeda for

Russ Guiney
Interim Director

Attachments (2)

c: Executive Office (22)
Chief Administrative Office
County Counsel

CALIFORNIA WILDLIFE CONSERVATION BOARD
GRANT AGREEMENT FOR ACQUISITION OF FEE INTEREST

Grantee's Full, Legal Name:

Grantee's Address:

Grantee's Phone Number:

Project Name:

Grant Agreement Number:

Notices to be delivered to:

For Grantee:

For Grantor:

Executive Director
Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA 95814-7137

With copy to:

Director
Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

Pursuant to Chapter 4, Division 2 (commencing with Section 1300) of the California Fish and Game Code, the Wildlife Conservation Board ("Grantor") hereby grants to _____ ("Grantee"), the sum of _____ Dollars ($_____.00) ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest ("Agreement").

TERMS AND CONDITIONS OF GRANT

1. PURPOSE OF GRANT

Grantor is making this Grant for the purpose of facilitating Grantee's acquisition of _____ acres of land, more or less, located in the City of _____, _____ County, California (the "Property"). The Property is more particularly described in **Exhibit A**, which is attached hereto and made a part hereof by this reference.

Grantee agrees that if the Grant Funds are deposited into escrow by Grantor and Grantee acquires the Property, such acquisition will be for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources.

2. CONDITIONS OF GRANT

2.1. Conditions Precedent. As conditions precedent to Grantor's obligation to deposit the Grant Funds in escrow:

i. Grantee and Grantor understand and agree that the Grant Funds will be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance of the Property;

ii. Grantee includes as **Exhibit B** hereof a true copy of such resolution or other formal action of Grantee's governing Board as will provide evidence that the signatory hereto has been duly authorized to execute this Agreement on behalf of Grantee;

iii. Grantor shall have reviewed and approved in writing all documents pertaining to Grantee's acquisition of the Property, including any appraisals, preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance. Such review and approval by Grantor shall be timely and shall not be unreasonably withheld.

2.2. Essential Conditions. Effective upon the later to occur of (1) deposit of the Grant Funds into escrow and (2) acquisition of the Property, Grantee hereby agrees that:

i. it will use, operate, maintain and manage the Property consistent with the "PURPOSE OF GRANT" as stated in section 1 hereof;

ii. Grantee is responsible for recognizing the cooperative nature of this project and shall provide credit to the Grantor, the Department of Fish and Game ("DFG") and any other contributor on signs, demonstrations,

promotional materials, advertisements, publications or exhibits prepared or approved by Grantee referencing this project, as appropriate. Subject to the mutual agreement of Grantor and Grantee regarding text, design and location, Grantee will post a sign(s) on the Property to indicate the participation of Grantor and DFG in Grantee's purchase of the Property, provided however, that the sign(s) shall display Grantor's logo, as shown on **Exhibit C**, which is attached hereto and made a part hereof by this reference, as appropriate;

iii. the Property (including any portion of it or any interest in it) may not be sold, transferred or exchanged without the written approval of the State of California, through the Executive Director of the Wildlife Conservation Board ("WCB"), 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 and all the Grant conditions must be assumed by any successor in interest;

iv. the Property (including any portion of it or 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 WCB, 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;

v. Grantee shall record, concurrently with close of escrow in the purchase of the Property, a Notice of Unrecorded Grant Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that Grantee received funds under this Agreement in order to assist Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Grantee has agreed to the terms of this Agreement. The Notice shall be in the form attached hereto as **Exhibit D**.

vi. Grantee shall provide a copy of the Recorded Document with all recording information as well as a copy of the title insurance policy covering the property or property rights acquired as a result of this Grant Agreement. Grantee shall also provide any and all other documents related to the above transaction as requested by the Wildlife Conservation Board.

vii. at the request of Grantor, not more than once in any calendar year, commencing at the close of escrow, Grantee shall make arrangements and secure the necessary approval, if any, to allow designated staff of Grantor and/or DFG to access the Property to assess compliance with the terms and conditions contained herein.

3. BREACH OF ESSENTIAL CONDITIONS

3.1. In the event of Grantee's breach of any of the Grant conditions in section 2.2, Grantor shall give written notice to Grantee, describing such breach. Notice shall be deemed given when deposited in the U.S. Post Office or with a reliable over-night courier, postage prepaid, addressed to Grantee, or by personal delivery

to Grantee's relevant address set forth above.

3.2. If Grantee does not, within ninety (90) days of notice given, cure the breach described in Grantor's section 3.1 notice or, in the event the breach is not curable within said ninety (90) days, and Grantee fails to commence such cure, then Grantee shall be in default ("Default") under this Agreement.

4. REMEDIES

In the event of a Default under this Agreement, Grantor shall be entitled to receive, at Grantor's election, one of the following as the remedy for Grantee's Default:

a. Reimbursement to Grantor of the entire sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account.

b. Conveyance by Grantee of a conservation easement over the Property in favor of the State, or at the election of Grantor, in favor of a qualified non-profit organization, together with payment of a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account. The conservation easement shall be for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. The value of the conservation easement shall be determined by a fair market value appraisal, as approved by Grantor and the State Department of General Services, to the extent required by law.

5. ADDITIONAL TERMS

5.1. Disbursement Procedure. Grantor shall disburse the Grant Funds according to the following procedure. When Grantee is ready to complete acquisition of the Property, Grantee shall request disbursement of the Grant Funds by sending a letter to the Executive Director of the WCB. The letter shall be signed by an authorized representative of Grantee and shall contain all of the following:

a. Name and address of Grantee;

b. Number of Grant Agreement;

c. Dollar amount of Disbursement;

d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed; and

e. A statement certified by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of acquisition of the Property have been secured and have been or will be deposited to escrow on or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the Property.

After approval of this Agreement by the WCB, and upon receipt of the letter from Grantee requesting disbursement of the Grant Funds, Grantor will promptly and timely [estimated to be forty-five (45) working days from the date the request is received] disburse _____ Dollars ($_____) into the designated escrow account.

5.2. Liability. Grantee agrees to indemnify, hold harmless and defend Grantor, the State of California, its officers, agents, and employees against any and all claims, demands, damages, losses, costs, expenses (including attorneys' fees) or liability based solely on Grantee's acquisition, use, ownership, management or operation of the Property.

5.3. Amendment. This Agreement may be modified only with the written approval of Grantor and Grantee. No oral understanding or agreement not incorporated in this Agreement shall be binding on either of the parties.

5.4. Term and Expiration.

5.4.1. The term of this Agreement will commence on _____, ____ *(date of WCB meeting)* and, unless previously terminated as provided for in section 5.5.1., will expire on _____, _____. Invoices requesting the disbursement of Grant Funds must be submitted, as set forth in section 5, on or before the expiration date of this Agreement.

5.4.2. After close of escrow for the acquisition of the Property, unless this Agreement has previously expired or been terminated, this Agreement shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF GRANT" provisions set forth above.

5.5. Termination.

5.5.1. Prior to the last to occur of (1) Grantor's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for acquisition of the Property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days' written notice of such termination. If this Agreement is terminated after Grantor's

deposit of the Grant Funds into escrow but before Grantee's close of escrow for acquisition of the Property, Grantee shall cause the escrow holder to immediately return all Grant Funds to Grantor.

5.5.2. Any time after the close of escrow for this acquisition of the Property, Grantee shall have the right to terminate this Agreement by:

i. providing written notice to Grantor of Grantee's election to terminate this Agreement; and

ii. reimbursing Grantor the entire sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, payable at the rate equivalent to that which is being earned at the time of termination on deposits in the State of California's Pooled Money Investment Account, or at the election of Grantor, the granting of a conservation easement over the Property to the State, or at Grantor's election, to a qualified non-profit organization, together with a sum to Grantor which, when combined with the fair market value of the conservation easement, has a value equal to the entire sum granted to Grantee pursuant to this Agreement, together with interest compounded semi-annually, starting from the date of this Agreement to and including the date of reimbursement at a rate equivalent to that which is being earned on deposits in the State of California's Pooled Money Investment Account at the time of termination. The conservation easement must be for the purposes of wildlife habitat preservation, corridor protection, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. The fair market value of the conservation easement shall be determined by an appraisal, as approved by Grantor and the State Department of General Services, to the extent required by law.

5.5.3. In the event of any termination of this Agreement in accordance with this section 5.5, neither party will have any rights or remedies against the other party except as provided herein, and each party shall cooperate with the other party to execute such documents as may be necessary to clear title to the Property, including any Notice of Unrecorded Grant Agreement recorded pursuant to this Agreement.

5.6. Authorization. This Agreement shall be deemed executed and effective when signed by an authorized representative of each party and then received in the respective offices of Grantee and Grantor. An authorized representative of Grantee and Grantor shall sign four (4) originals of this Agreement. Grantee shall receive one (1) completely executed original and Grantor shall receive three (3) completely executed originals.

5.7. Designee. All references herein to "Grantee" are intended to refer to

Grantee or its designee, successor or assignee as may be approved by Grantor to the extent such approval is required under this Agreement.

6. AUDIT

Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of this Agreement and for a period of three (3) years after final disbursement. During such time, said records shall be made available to the State of California for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

7. UNION ORGANIZING

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

7.1. no state funds disbursed by this Grant will be used to assist, promote or deter union organizing;

7.2. Grantee shall account for state funds disbursed for a specific expenditure by this Grant, to show those funds were allocated to that expenditure;

7.3. Grantee shall, where state funds are not designated as described in 7.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program;

7.4. if Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

The signature of the Executive Director certifies that at the Board meeting held on _____, the Wildlife Conservation Board authorized the award of an acquisition grant to Grantee as provided herein.

This Agreement is made and entered into this ____ day of _____, _____, in the State of California, by and between the Wildlife Conservation Board and _____, each of which does hereby agree to the terms and conditions referenced on pages 1 through 8, along with Exhibits, of this Agreement.

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____
Al Wright

Title: Executive Director

Date: _____

GRANTEE:
_____

By: _____
(Name)

Title: _____

Date: _____

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxx County

CERTIFICATION:

I hereby certify that sufficient funds are available to award this Grant.

_____ _____
Fiscal Officer Date

FUNDING CERTIFICATION

Grantee: Organization name
Mailing Address
City, State Zip

Contact Name
Contact Telephone No.

WCB Grant Agreement #: WC–

Agreement Term: to

WCB Grant Amount:

Fund Source:

Appropriation Item: Chapter _____, Statutes of _____
Item _____

Expenditure Code:

EXHIBIT A

(Legal Description)

EXHIBIT B

(Board Resolution)

EXHIBIT C

(WCB Logo)

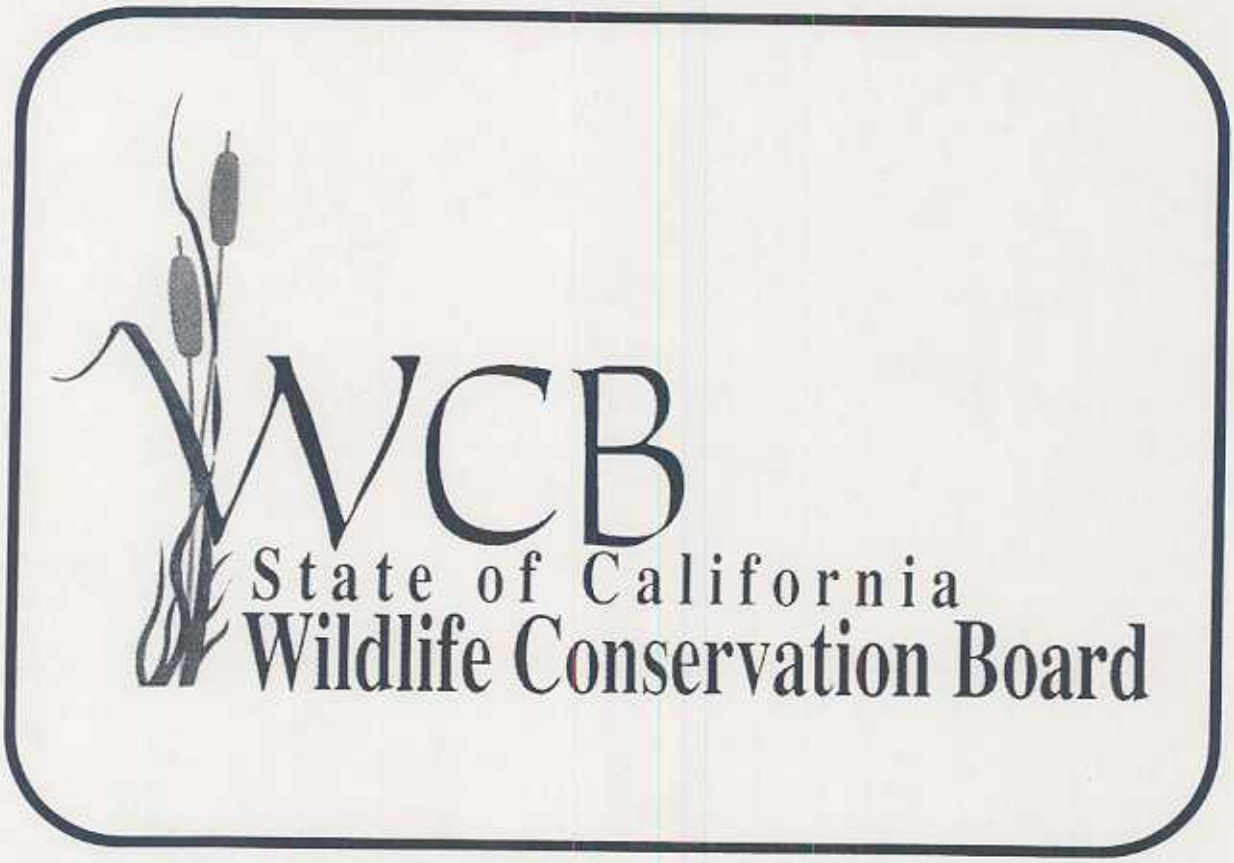

EXHIBIT D

Recording requested by, and)
when recorded, return to:)
)
State of California)
Wildlife Conservation Board)
Attn: _____ *(Land Agent)*)
1807 13th Street, Suite 103)
Sacramento, CA 95814-7137)

Project Name: _____
County: _____

Space above this line for Recorder's use

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 Wildlife Conservation Board ("WCB") and _____ ("Recipient").

RECITALS

A. On _____, _____, WCB and Recipient entered into a certain Grant Agreement, Grant No. _____ ("Grant"), pursuant to which WCB granted to Recipient 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, WCB reserved certain rights with respect to the Real Property.

C. Recipient is required under the terms of the Grant to execute this Notice to provide constructive notice to all third parties regarding WCB's reserved rights under the Grant.

NOTICE

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 of the Wildlife Conservation Board, 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 Wildlife Conservation Board, 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 Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95814-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

RECIPIENT OF GRANT FUNDS:

By: _____

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: PARKS & RECREATION

Grant Project Title and Description

Acquisition of approximately 447 acres of land for conservation/open space purposes located on the front range of the San Gabriel Mountains east of the San Gabriel River and north of the cities of La Verne and Claremont.

Funding Agency	Program (Fed. Grant#/State Bill or Code #)	Grant Acceptance Deadline
Wildlife Conservation Board	Land Acquisition Program	Open - Ongoing

Total Amount of Grant Funding: $5,358,000	**County Match:** $1,500,000	
Grant Period: 22 Months	**Begin Date:** 2/12/2005	**End Date:** 12/31/2006
Number of Personnel Hired Under This Grant: 0	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the County When Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	No NA
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	No NA
Is the County obligated to continue this program after the grant expires?	Yes X	No
If the County is not obligated to continue this program after the grant expires, the Department will:	NA	
a.) Absorb the program cost without reducing other services	Yes	No NA
b.) Identify other revenue sources (describe below)	Yes	No NA
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	No NA

Impact of additional personnel on existing space: NOT APPLICABLE

This is a land acquisition grant project. No personnel or programs are involved.

Other requirements not mentioned above:
County shall enter into a Management Agreement with the San Gabriel Mountains Regional Conservancy (SGMRC). The SGMRC shall be responsible for the maintenance and management of the properties acquired under this grant.

Department Head Signature _____ Date 11-4-04