COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 12, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 July 12, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

ACCEPTANCE OF
CALIFORNIA RIVER PARKWAYS GRANT FOR THE
LOS ANGELES RIVER HEADWATERS PROJECT
CANOGA PARK AREA OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)

SUBJECT

This action is to accept the California River Parkways Grant for the Los Angeles River Headwaters Project as well as to provide authorization to the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Grant Agreement with the California Natural Resources Agency that would provide $1,966,260 for the construction of the Los Angeles River Headwaters Project and to execute the Memorandum of Unrecorded Grant Agreement as required by the California Natural Resources Agency.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.

2. Accept the California River Parkways Grant from the California Natural Resources Agency in the amount of $1,966,260 for the construction of the Los Angeles River Headwaters Project.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Grant Agreement with the California Natural Resources Agency and to execute amendments as may be necessary to complete the project as described in this letter, including

extensions of time, minor changes in project scope, and alterations in the project budget or grant amount of up to 10 percent, subject to approval of such documents by County Counsel.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute the Memorandum of Unrecorded Grant Agreement on behalf of the Los Angeles County Flood Control District, as required by the California River Parkways Grant Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA); to accept the California River Parkways Grant (Grant); to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, a Grant Agreement substantially similar to the enclosed with the California Natural Resources Agency (State) and the enclosed Memorandum of Unrecorded Grant Agreement (MOUGA).

The purpose of the Grant Agreement is to award the LACFCD $1,966,260 to assist with the construction of the Los Angeles River Headwaters Project (Headwaters Project). The Headwaters Project consists of a 1.25-mile-long river parkway along both sides of the Los Angeles River in the Canoga Park area of the City of Los Angeles. The river parkway will include passive recreational pathways, native and drought–tolerant landscaping, improved fencing, rest areas, educational and interpretive signage, undercrossings at existing street bridges, several public access points, and pedestrian bridges over the Brown's Creek tributary channel and the De Soto Drain. The Grant Agreement also requires that the MOUGA be recorded to provide notice to the public that the LACFCD will be entering into an agreement with the State.

Your Board previously adopted the Resolution required by the State to apply for funding for the Headwaters Project in 2008. The purpose of the Resolution was to enable the Chief Engineer of the LACFCD to apply for the Grant funding.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended action will accept Grant funds for the project to effectively leverage our resources and provide increased open space and recreational facilities, thereby improving the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost for the Headwaters Project, including design and contract administration, is estimated to be $9,269,000 and is available in the Recommended Fiscal Year 2011-12 Flood Fund Budget. Financing for this project for Fiscal Year 2012-13 will be made available in the annual budget process. We will receive reimbursement of $1,966,260 through the Grant to partially finance the Headwaters Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Grant Program is intended to fund river projects that protect and restore riparian and riverine

habitat and provide recreational, open space, flood management, and water-quality benefits.

The Headwaters Project is identified as a recommended improvement in the Los Angeles River Master Plan adopted by your Board in 1996. The headwaters of the Los Angeles River have significant historical and symbolic meaning for the residents of the County of Los Angeles (County).

The Department of Public Works will return to your Board for approval to advertise and award the construction contract for the proposed Headwaters Project.

The enclosed Grant Agreement and MOUGA have been approved as to form by County Counsel.

On July 11, 2000, your Board approved guidelines for the acceptance of State grants of $100,000 or more. These guidelines require that County departments prepare a Grant Management Statement for your review prior to conducting activities covered under this Grant. Accordingly, the Grant Management Statement for the Grant is enclosed.

ENVIRONMENTAL DOCUMENTATION

The proposed Headwaters Project is categorically exempt from the provisions of CEQA. The Headwaters Project is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria of Sections 15301 and 15304 of the CEQA Guidelines and Classes 1(e), 1(n), 1(x)(13), and (4)(c), of the County's Environmental Reporting Procedures and Guidelines, Appendix G. In addition, the Headwaters Project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

This Grant Agreement will provide the LACFCD funding assistance necessary to construct a project that will enhance water quality, restore habitat, and provide passive recreational opportunities for the residents of the County. This action will not interfere with the primary mission of the LACFCD.

CONCLUSION

Please return six adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

CALIFORNIA natural resources AGENCY

EDMUND G. BROWN JR., *Governor*
JOHN LAIRD, *Secretary for Natural Resources*

April 20, 2011

Gail Farber, Chief Engineer
Los Angeles County Flood Control District
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Proposition 84 – River Parkways Grant Program
Los Angeles River Headwaters

Dear Ms. Farber:

Congratulations on receiving the River Parkways Grant funding. Enclosed are four (4) copies of Grant Agreement number R54109-0 in an amount not to exceed $1,966,260 for the Los Angeles River Headwaters Project. Please sign and date all four copies of the Grant Agreement (Agreement) cover sheet, and return the Agreements to Linda Smith at the Natural Resources Agency as soon as possible for further processing.

As soon as the Agreement is fully executed and the funds are encumbered, we will forward a copy of the Agreement for your records. In addition, we welcome the opportunity to send a State representative to attend any dedications or events related to this project.

We have also enclosed the following documents for your review and reference:

- Payment Request Form
- Sample Cost Estimate.Payment Tracking Spreadsheet
- Itemized List of Project Expenditures
- Grantee Labor Costs Form
- Equipment Costs Form
- Certification Form for Development Projects
- Summary of Expenditures from All Project Funding Sources
- Documents Required for the Department of Finance (DOF) Audit
- Memorandum of Unrecorded Grant Agreement (MOUGA)
  Please note that the MOUGA, along with the legal description of the real property, must be completed and recorded with the County Recorder prior to the release of final funds

Please distribute copies of the above documents within your organization as appropriate.

Should you have any questions, please do not hesitate to contact Linda Smith at (916) 651-7583 or via email linda.smith@resources.ca gov

Sincerely,

Bryan Cash
Deputy Assistant Secretary
Bonds and Grants

Enclosures

State of California
Natural Resources Agency – GRANT AGREEMENT

GRANTEE NAME: Los Angeles County Flood Control District

PROJECT TITLE: Los Angeles River Headwaters

AUTHORITY: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006

PROGRAM: California River Parkways Grant Program – Proposition 84

AGREEMENT NUMBER: R54109-0

TERM OF LAND TENURE: May 1, 2011 to April 30, 2036

PROJECT PERFORMANCE PERIOD IS May 1, 2011 to May 1, 2013

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:
See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed $ 1,966,260.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
By _____ Gail Farber	By _____ Bryan Cash
Title Chief Engineer	Title Deputy Assistant Secretary
Date _____	Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND		
$1,966,260 00		R54109-0		6051 - Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)		
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				
$		0540-6051-001-2009-101		PROGRAM 10		
ADJ. DECREASING ENCUMBRANCE		FUNCTION				
$		Local Assistance				
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
$		0540-6051-001-2009-101		1/09	2009	09/10
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER	
		0540	751	30541	R54109	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER _____ DATE _____

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name:	Los Angeles County Flood Control District
Project Title:	Los Angeles River Headwaters
Agreement Number:	R54109-0
Authority:	Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006
Program:	California River Parkways Grant Program – Proposition 84

PROJECT DESCRIPTION

Convert approximately 1.25 miles maintenance road on either side of an existing flood control channel near Owensmouth Avenue and Vanowen Street in Los Angeles to a river parkway for public use. The project includes pedestrian pathway, interpretive signage, rain retention basins, native landscaping, and rest area amenities.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for the acquisition of land for river parkways or for the restoration, protection and Development of river parkways in accordance with the provisions contained in the California River Parkways Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1 Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California River Parkways Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State Required signage must be in place before Grant Funds for construction will be released

2 Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. The Grantee shall record a Memorandum of Unrecorded Grant Agreement (the "Memorandum"), incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

4 Should further enhancements be constructed in the project area after the project is underway or completed, Grantee shall either ensure that such enhancements will not adversely impact the grant funded improvements, or that any damage resulting to the grant improvements will be repaired to their original state

General Provisions

A. Definitions

1 The term "Act" means Proposition 84, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the California River Parkways Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6 The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7 The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8 The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

9 The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the river parkway project beyond the Grant Funds provided by this Agreement.

11. The term "Payment Request Form" means Form RA212.

12. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

13. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

14. The term "Project Scope" means the description or activity for work to be accomplished by the River Parkway Project.

15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law

16 The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2013**.

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the River Parkways Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771 8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b)

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee shall certify to the State prior to commencement of construction that all applicable permits have been obtained.

7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access to the Project in accordance with the intent of the Act.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11 Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1 Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement.

a. Approved direct management costs or construction and Development costs Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

b Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State

2. Payment Documentation.

a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made

b Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Advance payments may be made if warranted by compelling need at the discretion of the State.

4 Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

5 Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State

3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

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 on the Project, as approved by the State The grant will be reduced by a corresponding amount. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.

5. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

6. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2013**.

7. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

8. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

9 Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

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

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition of land for river parkways or the restoration, protection and development of river parkways for 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 Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, 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. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS** consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. 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. 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.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, 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, may be reimbursed to the State 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

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I Nondiscrimination

1 The Grantee shall not discriminate against any person on the basis 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 in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures.

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency The grievance report must state the issues in the dispute, the legal authority, or other

basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final

O Audit Requirements

River Parkway projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
GRANT AGREEMENT

California River Parkways Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control,
River and Coastal Protection Bond Act of 2006
(Proposition 84)

Grantee Name: Los Angeles County Flood Control District

Project Title: Los Angeles River Headwaters

Agreement Number: R54109-0

Project Scope:

Convert approximately 1 25 miles maintenance road on either side of an existing flood control channel near Owensmouth Avenue and Vanowen Street in Los Angeles to a river parkway for public use. The project includes pedestrian pathway, interpretive signage, rain retention basins, native landscaping, and rest area amenities.

- Demolish the asphalt roads along the north side of the LA River and construct approximately 2 5 miles ADA compliant recreational trail (4' wide, decomposed granite) along the north and south sides, with more than 12 concrete and flagstone public access entrances
- Trails will be landscaped with native plants and vegetation.
- Improve fencing and gates to accommodate new passive recreational use
- Construct bioswales and rain gardens to capture surface water runoff
- Rest areas amenities, including seating areas and trash receptacles
- Eleven educational and interpretive signs, plus 5 bond fund acknowledgment signs
- Pedestrian bridge over DeSoto drain
- Pedestrian bridge over Browns Creek channel
- Undercrossings along the north side at existing street bridges at Canoga Avenue and De Soto Avenue

Project Timeline:

Activity Description	Timeline / Completion
Planning, design and permitting	January 2012
CEQA Compliance (submitted to Natural Resources Agency)	May 2012
Evidence of bond acknowledgment sign submitted to Nat Res Agcy	January 2013
Final Design Documents and Site Plan submitted to Nat Res Agcy	January 2012
Construction	May 2012 – April 2013
Notice of Completion, Open to the Public and Close-out of Grant	May 1, 2013

Los Angeles Headwaters Project			
Project Elements	Total Project Costs	Approved River Parkways Grant	Approved LACFCD Funds
Project Management & Administration			
Direct Project Management	$148,305	$0	$148,305
Design	$593,219	$0	$593,219
Subtotal Preconstruction Costs	*$741,523*	*$0*	*$741,523*
Construction			
Demolition			
Demo Existing 4" of Asphalt Road	$128,670	$0	$128,670
Remove Existing Chain Link Fence	$47,538	$0	$47,538
Earthwork			
Fine Grading Planting Area	$167,650	$0	$167,650
Pedestrian Path			
Decomposed Granite Path/Paving	$160,838	$160,838	$0
Flagstone Paving	$40,800	$40,800	$0
Concrete Paving - vehicular	$67,720	$0	$67,720
Concrete Paving pedestrian	$60,425	$0	$60,425
Concrete overdrain structure	$168,000	$0	$168,000
Concrete Stairs with handrails	$18,000	$0	$18,000
Site Structures and Walls			
Fencing · Omega	$736,080	$0	$736,080
Fencing - chain link	$158,460	$0	$158,460
Single gate	$18,700	$18,700	$0
Double gates	$45,600	$45,600	$0
Retaining walls	$283,005	$283,005	$0
Seating areas - Recycled Concrete/River Rock	$26,850	$26,850	$0
Gate pilasters	$105,000	$0	$105,000
Signage			
Intepretive Signage	$12,100	$12,100	$0
Proposition 84 Signage	$5,500	$5,500	$0
Site Furnishings			
Trash cans	$16,200	$0	$16,200
Pedestrian Bridge over Brown's Creek	$280,000	$280,000	$0
Pedestrian Bridge over De Soto Drain	$145,000	$0	$145,000
Native Landscaping and Temporary Irrigation			
Native Planting	$754,425	$754,425	$0
Planting Slope Protection	$25,147	$25,147	$0
Boulders	$68,750	$68,750	$0
15 Gallon Trees	$38,250	$38,250	$0
24" Box Trees	$79,500	$79,500	$0
Rain gardens, including retention area and native vegetation	$120,000	$120,000	$0
Drainage swale	$124,664	$0	$124,664
Irrigation system	$754,425	$0	$754,425
3 month plant establishment period	$83,825	$0	$83,825
Undercrossings			
Canoga Avenue - North Side	$1,000,000	$0	$1,000,000
De Soto Avenue North Side	$1,000,000	$0	$1,000,000
Construction Subtotal	*$6,741,121*	*$1,959,465*	*$4,781,657*
Contingency	*$674,112*	*$6,795*	*$667,317*
Contract Engineering - Includes contract administration, advertising, bid award, bid opening, etc.	$1,112,285	$0	$1,112,285
Subtotal	*$1,112,285*	*$0*	*$1,112,285*
GRAND TOTAL.	$9,269,041	$1,966,260	$7,302,782

Recording requested by, and)
when recorded, return to:)
State of California)
Natural Resources Agency)
Bonds & Grants)
1416 Ninth Street, Suite 1311)
Sacramento, CA 95814)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 20____, is recorded to provide notice of an agreement between the State of California, by and through the California Natural Resources Agency ("Agency") and _____ ("Grantee").

RECITALS

- On or about _____, _____, Agency and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Grant"), pursuant to which Agency granted to Grantee certain funds for the acquisition or development of certain real property, more particularly described in attached Exhibit A, consisting of the legal descriptions and/or deeds, and incorporated by reference (the "Real Property") and bearing Assessor Parcel Numbers listed below
  APNs (list here) –

- Under the terms of the Grant, Agency reserved certain rights with respect to the Real Property

- Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain Agency reserved rights under the Grant.

NOTICE

- The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, 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.

- The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State

- The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

- For additional terms and conditions of the Grant, reference should be made to the Grant Agreement, which is on file with the California Natural Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814

GRANTEE

By: _____

Los Angeles County Chief Executive Office

Grant Management Statement for Grants $100,000 or More

Department: Public Works

Grant Project Title and Description: Los Angeles River Headwaters Project

The project would add improvements along 1.25 miles of the LACFCD right of way on both sides of the Los Angeles River in the Canoga Park area of the City of Los Angeles. Improvements include pedestrian paths, native landscaping, improved fencing, interpretive signage, undercrossings, and pedestrian bridges over Brown's Creek and De Soto Wash.

Funding Agency	**Program** (Fed. Grant #/State Bill or Code #)	**Grant Acceptance Deadline**
State of California Resources Agency	California River Parkways Grant Program under Proposition 84	July 31, 2011

Total Amount of Grant Funding: $1,966,260	**County Match:** $7,302,782	
Grant Period: Approximately 2 years	**Begin Date:** upon Board Approval	**End Date:** May 1, 2013
Number of Personnel Hired Under This Grant: 0	**Full Time:** N/A	**Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?	Yes	
If the County is not obligated to continue this program after the grant expires, the Department will.		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above:

The LACFCD is required to maintain and operate the Project for a minimum of 25 years.

Department Head Signature: [signature] Date: 6-15-11