File No. 120937 Committee Item No. 1
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** 10/17/2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☐	☐	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☒	☐	Grant Information Form
☒	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☒	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☐	☐	_____
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Completed by: Victor Young **Date** October 12, 2012
Completed by: Victor Young **Date** _____

[Accept and Expend Grant - Glen Canyon Creekside Loop Trail Improvements - $167,587]

Resolution authorizing the Recreation and Park Department to accept and expend a Habitat Conservation Fund Grant in the amount of $167,587 from the California Department of Parks and Recreation for the Glen Canyon Creekside Loop Trail Project.

WHEREAS, The City and County of San Francisco ("the City") owns the property located West of Diamond Heights Boulevard and Berkeley Way on Block 7560, Lot 002 known as "Glen Canyon Park"; and

WHEREAS, The City, through the San Francisco Recreation and Park Department ("RPD"), operates and maintains Glen Canyon Park; and

WHEREAS, In 2008 San Francisco voters passed the Clean and Safe Neighborhood Parks Bond ("the Bond") which allocated $5 million to the San Francisco Urban Trails Program to improve access and connectivity, promote conservation of natural resources and sensitive habitat, and to improve public safety; and

WHEREAS, The Bond identified twenty-six park sites, including Glen Canyon Park, as needing trail and habitat restoration; and

WHEREAS, The California Department of Parks and Recreation ("CDPR") administers the Habitat Conservation Fund ("HCF") Program, which provides state funds to local entities to acquire, enhance, restore or develop facilities for public recreation purposes; and

WHEREAS, CDPR has awarded RPD an HCF Grant ("Grant") in the amount of $167,587 to reconstruct existing trails and develop new trails at Glen Canyon Park; and

WHEREAS, The terms and conditions of the Grant are detailed in an agreement on file at the Clerk of the Board of Supervisors in File no. 120937 ("Grant Agreement") which is hereby declared to be part of this resolution as set forth fully herein; and

WHEREAS, The Grant Agreement requires the City to operate and maintain the project site for the duration of the Contract Performance Period, which extends from July 1, 2011 through June 30, 2031; and

WHEREAS, As a condition of receiving the Grant, CDPR requires the City to record Memorandum of Unrecorded Grant Agreement to ensure the Glen Canyon Park property is used for a purpose consistent with the terms of the Grant Agreement for the duration of the Contract Performance Period from July 1, 2011 through June 30, 2031; and

WHEREAS, The Grant does not require an Annual Salary Ordinance (ASO) Amendment; and

WHEREAS, The Grant prohibits the use of grant funds for indirect costs; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the General Manager of the Recreation and Park Department to accept and expend a grant from the California Department of Parks and Recreation in the amount of $163,587 for the Glen Canyon Creekside Loop Trail Project; and be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget; and be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Real Estate to record a Memorandum of Unrecorded Grant Agreement with the Assessor-Recorder against the property known as Glen Park Canyon, designated as Assessor Parcel Block 7560, Lot 002 providing that the use restrictions contained in the Grant Agreement will be covenants, conditions and restrictions on the use of the property for the duration of the Contract Performance Period from July 1, 2011 through June 30, 2031; and be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the General Manager, or his or her designee, to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

Recommended:

Approved: _____

Mayor

_____

Department Head

Approved: _____

Controller

Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Toni Moran, Grants Manager**

DATE: **June 22, 2012**

SUBJECT: **Accept and Expend Resolution for Habitat Conservation Fund**

GRANT TITLE: **Habitat Conservation Fund - Glen Canyon Creekside Loop Trail**

Attached please find the original and 4 copies of each of the following:

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Grant budget

_X_ Grant application form

_X_ Grant award letter from funding agency

_X_ Other: Grant Agreement

Special Timeline Requirements: Please arrange for committee review after July 13, 2012.

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran Phone: (415) 581-2555

Interoffice Mail Address: 30 Van Ness Ave. 5th Floor

Certified copy required Yes ☐ No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 120937
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Habitat Conservation Fund – Glen Canyon Creekside Loop Trail

2. Department: Recreation and Park

3. Contact Person: Toni Moran Telephone: (415) 581-2555

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $163,587

6a. Matching Funds Required: $163,587
b. Source(s) of matching funds (if applicable): 2008 Clean and Safe Neighborhood Parks Bond

7a. Grant Source Agency: California Department of Parks and Recreation
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: Reconstruct approximately 8,500 feet of existing trail and develop approximately 100 feet of new trail, with amenities.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 01, 2011 End-Date: March 31, 2016

10a. Amount budgeted for contractual services: $327,174

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11a. Does the budget include indirect costs? [ ] Yes [X] No

b1. If yes, how much? $
b2. How was the amount calculated?

c1. If no, why are indirect costs not included?
[X] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? Administrative Costs

12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)	[ ] Existing Structure(s)	[ ] Existing Program(s) or Service(s)
[X] Rehabilitated Site(s)	[ ] Rehabilitated Structure(s)	[ ] New Program(s) or Service(s)
[ ] New Site(s)	[ ] New Structure(s)	

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments: See Attached.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica
(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning & Capital Division
(Title)

Date Reviewed: 6.25.12

Paulina Araica
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department
(Title)

Date Reviewed: 6-18-12

(Signature Required)

Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

GLEN CANYON PARK
ADA SCOPING PLAN
Draft_January 18, 2012

The following is a summary of the ADA accessibility improvements that will be implemented in phases by the Recreation and Parks Department (RPD) at Glen Canyon Park as part of future renovations the trail system, active recreation areas, the Recreation Center and Silver Tree Clubhouse.

The intent is to improve ADA accessibility at Glen Canyon Park and provide access to as many areas of the park as possible. ADA barriers will be removed from the Recreation Center, connections to active recreation will be provided and an accessible recreation trail route, as much as feasible, will increase access for people with varying levels of ability to the natural environment.

Implementation of Phase 1 of the Glen Canyon Park Improvement Plan and Trails Restoration are funded by the 2008 Clean and Safe Neighborhood Parks Bond. Funding for future phases of park improvements has yet to be secured but it is anticipated that a future bond will provide the necessary funds.

Community outreach for both the park improvements and trail restoration was conducted by RPD from 2010 thru 2011. The conceptual trails plan was approved by the Recreation and Park Commission in August 2011 and the overall park improvement plan was approved in September 2012. Construction for both Phase 1 park improvements and trail restoration and will begin in 2012.

Two accessible park entrances are proposed. One ADA parking space will be located at the end of Bosworth on the west side of the park to provide access to the trail head, and a white loading zone along Elk Street on the east side of the park to provided access to the Recreation Center and active recreational features at the southern end of the park including the ball fields, playground, tennis courts and picnic areas.

Trail improvements include trail stabilization, erosion control measures and habitat restoration. Opportunities for ADA accessibility are limited because many areas of Glen Canyon are too steep, have highly erosive soils and contain sensitive habitats that need protection, and are not suited for accessibility without damaging the natural resources. There are some opportunities to provide an accessible route with modifications to portions of existing trails that are fairly level and wide.

Alms Road is partially paved and will serve as an ADA accessible recreational trail until the future phase of the Glen Canyon Park improvement plan can be implemented. Future phases of improvements may include upgrades to the Silver Tree Clubhouse and provide and ADA accessible route to and from the Recreation Center and active recreation areas in the southern portion of the site.

The following is a brief summary of the proposed ADA improvements to be provided in each phase:
(*See attached Scoping Plan for locations*)

TRAILS:
(To begin construction in 2012)

- ADA accessible parking stall and ADA signage at the end of Bosworth at trail head
- Accessible recreational trail along the west side of the creek from Bosworth to Silver Tree Clubhouse and Alms Road connection
- Trail to meet US Access Board accessibility guidelines for trails
- Trail surface will be compacted native soil except in several areas where a rock drain lens will be installed to insure a firm and stable trail surface
- Grades will be modified as necessary to provide meet requirements for running slope and cross slope
- Trail will be modified to provide minimum clear width, edge protection, and removal of obstacles as necessary
- Small retaining walls will be provided to widen and stabilize pathway as necessary
- Fencing and rails will be provided in areas with steep drop offs
- Brush and tree limbs will be removed to provide adequate horizontal and vertical clearances
- Trail entry signage including map that diagrams accessibility and level of challenges of trail segments
- Trail surface leading to existing boardwalk will be modified to meet ADA standards

GLEN CANYON PARK IMPROVEMENT PLAN (PIP) – Phase 1:
(To begin construction in 2012)

- White Zone / ADA Drop-off at Elk Street meeting required grades and level loading aisle
- Paved ADA accessible route linking Recreation Center, playground, tennis courts, ball fields and picnic tables
- ADA accessible picnic tables and benches with companion seating will be provided
- Playground to provide transfer stations and to meet or exceed required number of ADA accessible play elements
- Restroom renovations to upgrade facilities to meet current ADA standards
- Gates and latches will meet ADA standards

GLEN CANYON PARK IMPROVEMENT PLAN (PIP) – Future Phase (TBD):

- ADA accessible route between the Recreation center and active recreation in the southern portion of the park to Silver Tree
- ADA accessible pathway would be a minimum of 5'-0" wide
- Potential paving materials might be stabilized decomposed granite, NaturePave (a resin based paving product), asphalt, concrete, or boardwalk in some areas.
- ADA accessible path from the drop-off area in front of Silver Tree to the building
- Upgrades to the Silver Tree building to meet current ADA standards

Glen Canyon Creekside Loop Trail
Habitat Conservation Fund

GRANT SCOPE/Cost Estimate Form

Recreation Feature - Development of 8,500 Square Feet of existing trail construct. Construct new low retaining walls as needed, soil erosion control measures including biotechnical solutions,and provide new plantings and native plant restoration.
Recreation Feature - Development of 100 linear feet of new trail.
Recreation Feature - Closure of 1,177 linear feet of social trail and provide new protective fencing as needed to protect habitat and for public safety
Recreation Feature - Restore existing steps and provide new box steps as needed.
Recreation Feature - Construct turnpikes along trail as needed.
Recreation Feature - Install foot bridge or boardwalk near creek.
Recreational Feature - Install wayfinding and interpretive signage; trail welcome signage.

GRANT SCOPE items – PRE-CONSTRUCTION costs	HCF Grant	Required Match	Total
Pre-Construction and Planning Cost funded by non-grant match.	Subtotal: $0	$0	$0
GRANT SCOPE items – ACQUISITION or CONSTRUCTION costs	HCF Grant	Required Match	Total
Soil Binder	$ 880	$ 880	$1,760.00
BioTech Erosion Control	2,600	2,600	$5,200.00
Boardwalk	5,500	5,500	$11,000.00
Creek - cape ivy removal	1,200	1,200	$2,400.00
Fencing - split rail	9,400	9,400	$18,800.00
New Trail	10,000	10,000	$20,000.00
Retaining Walls (less than 2' tall)	13,302.5	13,302.5	$26,605.00
Retaining Walls (greater than 2' tall)	15,300	15,300	$30,600.00
Sign - Wayfinding	250	250	$500.00
Social Trail closure	19,662	19,662	$39,324.00
Box steps (4' wide)	1,500	1,500	$3,000.00
Trail Edging	1,450	1,450	$2,900.00
Trail Restoration	21,250	21,250	$42,500.00
Trailside Planting	37,462.5	37,462.5	$74,925.00
Turnpike	22500	22500	$45,000.00
Water Bars	1330	1330	$2,660.00
Total:	**$163,587**	**$163,587**	
TOTAL PROJECT COST			**$327,174**

APPLICANT's MATCH Sources (by name and date committed)	Total
2008 Clean and Safe Neighborhood Parks Bond , July 1, 2009	**$163,587**
Total of MATCH Sources	**$163,587**

COPY

CALIFORNIA WILDLIFE PROTECTION ACT OF 1990
HABITAT CONSERVATION FUND GRANT PROGRAM
PROJECT APPLICATION FORM

TRAILS CATEGORY

PROJECT NAME Glen Canyon Creekside Loop Trail Improvement Project	Grant Request Amount $ 163,587 Required Match Amount $ 163,587 TOTAL PROJECT COST $ 327,174
GRANT APPLICANT (agency and address, include zip code) San Francisco Recreation and Park Department Capital Improvement Division 30 Van Ness Avenue, Fifth Floor San Francisco, CA 94102-6020	COUNTY San Francisco PROJECT ADDRESS (OR NEAREST CITY) Diamond Heights Boulevard and Berkeley St., San Francisco NEAREST CROSS STREET Bosworth
APPLICATION CONTACT PERSON Toni Moran, Environmental Specialist, Grant Manager toni.moran@sfgov.org 415 581-2555 415 582-2540 Name (typed or printed) and Title Email Address Phone Fax	
PERSON WITH DAY-TO-DAY RESPONSIBLITIES FOR PROJECT IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE Meghan Tiernan, Project Manager, Capital Division meghan.tiernan@sfgov.org 415 581-2557 415 582-2557 Name (typed or printed) and Title Email Address Phone Fax	
GRANT APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION Dawn Kamalanathan Capital Program & Planning Division Manager Dawn.Kamalanthan@sfgov.org 415 581-2559 415 581-2540 Name (typed or printed) and Title Email Address Phone Fax	
For acquisition projects, project land will be _____ Acres to be acquired in fee simple by applicant. _____ Acres to be acquired as permanent easement (explain): _____	For enhancement or restoration projects, land tenure is: 59.132 Acres owned in fee simple by applicant. Recordation number(s) See Page 15 of Grant Application, San Francisco Real Estate Department Letter _____ Acres available under a _____ year lease. _____ Acres other interest (explain):

GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.

SIGNED		DATE 1-27-2011 (9-30-2010)
	Grant Applicant's Authorized Representative as shown in Resolution	
NAME	Dawn Kamalanathan, Capital & Planning Division Manager San Francisco Recreation & Park Dept.	

State of California • Natural Resources Agency
Edmund G. Brown Jr., *Governor*

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001
Ruth Coleman, *Director*
(916) 653-4260

JUL 2 9 2011

Toni Moran
Grants Manager
City & County of San Francisco RPD
30 Van Ness Avenue, Fifth Floor
San Francisco, CA 94102

Re: Glen Canyon Creekside Loop Trail Improvements $ 163,587

Dear Toni Moran:

The Office of Grants and Local Services (OGALS) has completed the application review process for the Habitat Conservation Fund (HCF) Program. We are pleased to inform you that the project identified above has been selected for funding. Congratulations! Following is important information and requirements for grantees.

As an HCF grant recipient, you or another representative from your agency must attend an HCF Grant Administration workshop to learn more about the HCF contract and grant administration process. Workshop attendance is mandatory prior to receiving a grant contract. More information about these workshops will be forthcoming. OGALS will initiate a contract and send it to you for your signature after mandatory workshop attendance has occurred.

Each HCF Program grantee which has been awarded funds to purchase property is required to obtain an appraisal of the real property before the initiation of negotiations. Prior to grant payment, grantees must provide an appraisal supporting the purchase price and a written concurrence from an independent third party appraiser. The appraiser conducting the appraisal review should have Certified General – AG rating.

Additionally, each HCF Program grantee awarded funds for acquisition, enhancement, restoration, or development projects must record a Deed Restriction on the project property (if owned by the grantee). The Deed Restriction ensures that the property is used for a purpose consistent with the grant scope for the length of the contract performance period. The Deed Restriction is required after the acquisition is complete (for acquisition projects) or prior to paying for enhancement, restoration, or development costs (for enhancement, restoration, or development projects).

In the meantime, if you have any questions about your project or the HCF Program, please contact your project officer, Albert Ventura, by phone at (916) 651-8579, or by email at avent@parks.ca.gov. Additional grant program information is available on OGALS website at http://www.parks.ca.gov/grants and by using the links to "Annual Programs" and "Habitat Conservation Fund Program."

Congratulations again on your successful application! We look forward to working with you to deliver quality recreation opportunities for your constituents.

Sincerely,

Sedrick Mitchell, Deputy Director
External Affairs

cc: Project File

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

Habitat Conservation Fund

Trails

GRANTEE City & County of San Francisco

PROJECT PERFORMANCE PERIOD is from July 01, 2011 thru March 31, 2016

PROJECT TITLE GLEN CANYON CREEKSIDE LOOP TRAIL IMPROVEMENTS PROJECT NUMBER HT-38-002

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the program named above, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION

Reconstruct approximately 8,500 feet of existing trail and develop approximately 100 feet of new trail, with amenities.

Total State Grant not to exceed $163,587.00 (or 50% of the total project, which ever is less)

City & County of San Francisco
Grantee

By Philip A. Ginsburg
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 501 Stanyan St., San Francisco California, 94118

Title General Manager

Date September 2, 2011

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date 9/22/11

CERTIFICATION OF FUNDING

CONTRACT NO	AMENDMENT NO	CALSTARS VENDOR NO.			PROJECT NO.
C9767013		0000003038-02			HT-38-002
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$163,587.00		Habitat Conservation Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
	3790-101-0262(1)	33/11	11	2011/12	
TOTAL AMOUNT ENCUMBERED TO DATE	INDEX.	OBJ. EXPEND	PCA.	PROJECT / WORK PHASE	
$ $163,587.00	1091	702	63660		
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE			DATE. 9/26/11	

ENCUMBERED
Batch Type 07 Batch Number
FM 05 Batch Date 9/27

9/22/11

GRANT CONTRACT

I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and the City & County of San Francisco (hereinafter referred to as "grantee").

2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.

3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this $2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).

4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed one hundred sixty three thousand five hundred eighty seven Dollars ($163,587), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.

5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.

6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.

   a. The Grant Administration Guide
   b. The APPLICATION GUIDE
   c. The submitted APPLICATION

II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

III. GENERAL PROVISIONS

A. Definitions

As used in this agreement, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for this grant program.

2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.

3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this agreement.

5. The term "DEVELOPMENT" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.

6. The term "ENHANCEMENT" means to increase the habitat value of the land to benefit the targeted species.

7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in Section 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.

9. The term "GUIDES" means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES.

10. The term "RESTORATION" means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term "STATE" refers to the State of California acting by and through the Department of Parks and Recreation.

12. The term "WILDLIFE AREA ACTIVITIES" means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

B. Project Execution

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated in Section I of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

   The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee's failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

3. To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

4. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.

5. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).

6. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

7. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.

8. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

C. Project Costs

1. Grantee agrees to abide by the GUIDES.

2. Grantee acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, the STATE agrees to notify grantee within a reasonable time.

D. Project Administration

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.

3. The grantee shall submit written status reports within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours notice from the STATE.

5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities, final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.

2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.

3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.

4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Indemnity

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property or property arising from, growing out of or in any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, the grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The grantee agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the grantee shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The grantee and the STATE agree that in the event of judgment entered against the STATE and the grantee because of the concurrent negligence of the STATE and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

5. The grantee shall 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. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.

2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.

3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The 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. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.

2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.

3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.

4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.

5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.

7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.

9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.

2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

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 the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the grantee's interest in and responsibilities under this agreement shall not be assignable by the grantee either in whole or in part.

N. Section Headings

The headings and captions of the various sections of this agreement have been inserted only for the purpose of convenience and are not a part of this agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this agreement.

O. Waiver

Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and waiver of any breach under this agreement shall *not* be construed as a waiver of any subsequent breach.

_____

Grantee

By:_____

Signature of Authorized Representative (Position Authorized in the Resolution)

Title:_____

Date: _____