Attachment
MRCA Item V(c)
October 6, 2004

PROPOSITION 40

GRANT APPLICATION
and
DRAFT GRANT AGREEMENT

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

September 1, 2004

Mr. Joseph T. Edmiston, FAICP
Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon
Malibu, California 90265

Grant Application - Proposition 40 Funds
Soka University Acquisition

Dear Joe:

I am pleased to present the enclosed application for grant funding for the Soka University Acquisition. The MRCA requests a grant in the sum of $6,000,000 from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40), Article 5, Land, Air, and Water Conservation, Section 5096.650(b).

The requested grant would fund a portion of the acquisition of the Soka University property in unincorporated Calabasas area. Please refer to the enclosed grant application for detailed information. If you have any questions regarding this, please contact our project manager, Paul Edelman, at 310-589-3230, extension 128.

Sincerely,

Michael D. Berger
Chairperson

Attachments: Application

SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION – PROPOSITION 40 FUNDS

Project Name: Soka University Acquisition	**Amount of Request:** $ 6,000,000
Applicant Name: Mountains Recreation & Conservation Authority	
Applicant Address: 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	**Project Address:** various

County	Senate District	Assembly District
Los Angeles	23	41

Phone: 323-221-9944
Fax: 323-221-9934

Email: Paul.Edelman@mrca.ca.gov

Grantee's Authorized Representative:

Amy Lethbridge, Deputy Executive Officer — 323-221-9944, x109

Name and Title — *Phone*

Person with day-to-day responsibility for project:

Paul Edelman, Chief of Natural Resources and Planning — 310-589-3230, x128

Name and Title — *Phone*

Project Description:
Fee acquisition of an approximately 588-acre property in western Los Angeles County.

Located in the center of the Santa Monica Mountains, the Soka University property is directly in the heart of both a key wildlife linkage and core habitat and is a significant scenic resource in the region. The property consists of twenty tax parcels and is bounded by Malibu Creek State Park and Las Virgenes Road to the west, Santa Monica Mountains National Recreation Area (SMMNRA) open space and privately-owned land to the south, the Mountains Recreation and Conservation Authority (MRCA)-owned Las Virgenes View Park and privately-owned land to the north, and privately-owned land to the east.

Soka University is included on the Santa Monica Mountains Conservancy's Acquisition 2000 Workprogram. Acquisition of the property would play a key role in implementing the Santa Monica Mountains Comprehensive Plan. Several key creeks are located on the property and are part of the Malibu Creek watershed. The property contains nine sensitive plant and wildlife species, as well as other locally important species. A detailed description of the property's assets and the proposed uses is included in Exhibit A, Draft Project Plan.

The MRCA has obtained an appraisal for Soka University and submitted it to the State Department of General Services for review. The MRCA is working with several potential grantors to secure the total purchase price for the property, including the Wildlife Conservation Board, California Department of Parks and Recreation, and State Coastal Conservancy. The total amount being requested from the potential grantors is subject to approval of fair market value by Department of General Services and will be used solely for acquisition. The requested Proposition 40 funds are necessary to complete the purchase.

The proposed acquisition is consistent with Article 5, Land, Air, and Water Conservation, Section 5096.650(b) of Proposition 40, the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and in compliance with the California Environmental Quality Act. Acquisition of Soka University is consistent with and necessary for the regional objectives of numerous park agencies and other groups including Santa Monica Mountains Conservancy, California Department of Parks and Recreation, National Park Service, County of Los Angeles, Mountains Recreation and Conservation Authority, and the Santa Monica Mountains Resource Conservation District.

Tasks / Milestones:	**Budget:**	**Completion Date**
1 Land purchase cost	$ 6,000,000	June 30, 2005

Acquisition Projects:	**APN(s):**	4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010
	Acreage:	588

I certify that the information contained in this Grant Application form, including required attachments, is accurate.

Signature of Authorized Representative — *Date* September 1, 2001

STATE OF CALIFORNIA ◆ THE RESOURCES AGENCY

23
SIMI HILLS
Sage Ranch
Chatsworth
Natural Area
Wood Ranch
Open Space
Malibu Creek
Watershed Boundary
Las
Virgenes
Canyon
Open
Space
San Fernando
Valley
THOUSAND
OAKS
E. Las Virgenes Creek
HIDDEN HILLS
101
Las Virgenes Creek
AGOURA HILLS
CALABASAS
Soka University Boundary
Malibu
Creek
State Park
Stokes Creek
ackbone Trail
Malibu Creek
Cold Creek
Preserve
SANTA MONICA MOUNTAINS
Zuma & Trancas
Canyons
Malibu
Creek
State Park
Solstice
Canyon Park
Malibu Lagoon
State Beach
1
MALIBU
Malibu Bluffs
State Park
Malibu Lagoon

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER	AMENDMENT NUMBER
SMM-04XX	

1. CONTRACTOR'S NAME: Mountains Recreation and Conservation Authority (Soka Acquisition)

2. FEDERAL I.D. NUMBER: 77-0112367

3. AGENCY TRANSMITTING AGREEMENT: Santa Monica Mountains Conservancy

4. DIVISION, BUREAU, OR OTHER UNIT:

5. AGENCY BILLING CODE: 10507

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Rorie A. Skei, Chief Deputy Director

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☒ NO ☐ YES (*If YES, enter prior contractor name and Agreement Number)*

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Fee acquisition of an approximately 588-acre property in western Los Angeles County

9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010).

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

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED

☒ REIMBURSEMENT/REVENUE $ _____ or 90 %

☐ OTHER (*Explain*) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Capital Outlay and Grants	3810-301-6029				6,000,000
					$
					$

OBJECT CODE

AGREEMENT TOTAL $ 6,000,000

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
$ 6,000,000

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE
$ 6,000,000

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9-27-04	9-30-06	$ 6,000,000	**Exempt**
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 6,000,000	

(*Continue*)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) *(Attach justification if secondary method is used)*

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)*

☐ EXEMPT FROM BIDDING *(Give authority for exempt status)*

☒ OTHER *(Explain)* N/A-Local Assistance Grant

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

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

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

N/A – Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A – Local Assistance Grant

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☒ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES

☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD

☐ NO ☐ YES ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
SMM-04XX
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Soka Acquisition)

2. The term of this Agreement is: 9-27-04 through 9-30-06

3. The maximum amount of this Agreement is: **$** 6,000,000

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

Exhibit A – Scope of Work page(s)

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

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

Additional General Provisions

Staff Report & Resolution

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Mountains Recreation and Conservation Authority		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Berger, Chair		
ADDRESS 570 W. Avenue 26, Suite 100, Los Angeles, CA 90065		
STATE OF CALIFORNIA		
AGENCY NAME Santa Monica Mountains Conservancy		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerome C. Daniel, Chair		☐ Exempt per:
ADDRESS 5750 Ramirez Canyon, Malibu, CA 90265		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

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

   Fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010).

   See attached Grant Application, Staff Report and Resolution.

2. The services shall be performed in western Los Angeles County.

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

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

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Joseph T. Edmiston, FAICP	Name: Amy Lethbridge
Phone: (310) 589-3200	Phone: 323-221-9944, x109
Fax: (310) 589-2408	Fax: 323-221-8856

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit: Government Programs	Section/Unit:
Attention: Grants Manager	Attention: Paul Edelman
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900	Phone: 310-589-3230
Fax: (323) 221-9933	Fax: 310-589-2408

EXHIBIT B
(Project Budget)

PROJECT BUDGET

PROJECT BUDGET
SOKA UNIVERSITY ACQUISITION

Soka University Acquisition Budget

Land Cost	not to exceed $6,000,000
Total	**not to exceed $6,000,000**

Total Grant Request not to exceed $6,000,000

EXHIBIT E

Additional General Provisions

Definitions

1. The term "Act" as used herein means the Resources Bond 2002

2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.

3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.

4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.

5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.

6. The term "Project" as used herein means the project described in Section B of this Contract.

7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.

8. The term "State" as used herein means the Santa Monica Mountains Conservancy.

B. Project Description

The Grantee shall be responsible for fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018,

EXHIBIT E

4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010) in accordance with the attached staff report, resolution, and application authorizing such action dated September 27, 2004.

C. Project Period

The project period shall be from date of authorization to September 30, 2006, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

   Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)

4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.

EXHIBIT E

5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.

7. **If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.**

8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.

9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, http://www.dir.ca.gov.

E. Project Costs

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

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.

2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost

EXHIBIT E

allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.

3. Grantee agrees to use any moneys advanced by the State under the terms of this Contract solely for the Project herein described. Any temporary borrowings of such money for cash flow purposes by Grantee shall be approved by Executive Director of State only upon such assurances that the funds will be promptly repaid as the Executive Director may require.

4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used to complete the Project, as approved by the State. **Any overpayment of Grant Funds in excess of final project costs shall either be returned to the State or reallocated to another Project upon approval by the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.**

5. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this

EXHIBIT E

Contract may be rescinded, modified or amended by mutual agreement in writing.

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

3. **Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.**

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. **The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.**

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or

EXHIBIT E

incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.

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

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

5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.

2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for

EXHIBIT E

auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for **three years following** Project termination or completion.

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

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

J. Use of Facilities

1. **Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.**

2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction. 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,

EXHIBIT E

unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Monies for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project.

K. Nondiscrimination

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

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

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

L. Application Incorporation

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

M. Severability

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

N. Budget Detail and Payment Provisions

EXHIBIT E

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

2. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
c/o Governmental Programs Officer
570 W. Ave. 26, Ste. 100
Los Angeles, CA 90065

O. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

STATE OF CALIFORNIA—THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

SANTA MONICA MOUNTAINS CONSERVANCY
LOS ANGELES RIVER CENTER AND GARDENS
570 WEST AVENUE TWENTY-SIX, SUITE 100
LOS ANGELES, CALIFORNIA 90065
PHONE (323) 221-8900
FAX (323) 221-9001

September 3, 2004

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

Soka Acquisition
Proposition 40 Grant Application

Dear John:

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

The MRCA is requesting a grant in an amount to be specified at a later date from the Conservancy's Proposition 40 funds to be used for the acquisition of the 588 acre Soka property. Section 5096.650(b) of the Public Resources Code provides that the Conservancy may make grants for the purpose of acquisition pursuant to Division 23 of the Public Resources Code. The Soka property is located within the Santa Monica Mountains Conservancy Zone. Please see the attached project plan approved by the Governing Board of the Conservancy which details the resources of the property.

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

Sincerely,

LAURIE C. COLLINS
Chief Staff Counsel

BILL LOCKYER
Attorney General

State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

Public: (213) 897-2000
Telephone: (213) 897-2702
Facsimile: (213) 897-2801
E-Mail: John.Saurenman@doj.ca.gov

September 27, 2004

Laurie Collins
Chief Staff Counsel
Santa Monica Mountains Conservancy
Los Angeles River Center and Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, CA 90065

RE: Proposition 40 Grant to MRCA for Soka University Acquisition

Dear Ms. Collins:

You have asked that the Office of the Attorney General review the above-referenced grant to the Mountains Recreation and Conservation Authority (MRCA) and advise the Conservancy whether the grant complies with the General Obligation Bond Law and Proposition 40. We are reviewing this grant pursuant to the budget control language which mandates Attorney General review of Conservancy grants to insure compliance with the General Obligation Bond Law and the pertinent bond acts.

Based on the information you have provided, the Conservancy proposes to grant Proposition 40 bond funds to the MRCA to be used in the acquisition of 588 acres from Soka University in the Malibu Creek watershed. At this time, the exact amount of the grant is not known because the MRCA has not received the Department of General Service's final approval of the appraisal. It is our understanding that at the time this grant is presented to the Santa Monica Mountains Conservancy for its approval, the dollar amount will be known and presented to the Conservancy.

Proposition 40 allocates $40 million to the Santa Monica Conservancy for the acquisition, development, rehabilitation, restoration, and protection of land and water resources in accordance with the Santa Monica Mountains Conservancy Act. (Pub. Resources Code, § 5096.650(b).) Although we do not know at this time the exact dollar amount of the grant, this grant is for the acquisition of a land or water resource in the coastal zone in the Malibu Creek watershed (a coastal watershed of Santa Monica Bay which is within the Santa Monica Mountains Conservancy zone). An expenditure of Proposition 40 proceeds to acquire the Soka property is a proper use of the bond funds. In reaching this conclusion, we note that the Legislature has not charged the Attorney General with reviewing the amount of funds the Conservancy grants but

only whether the purpose of the grant is consistent with the General Obligation Bond Law and the specific bond acts.

We note the MRCA indicates that the existing facilities on the property will be leased back to Soka University for several years. Such a lease may generate revenues which are subject to special reporting requirements under federal law. We suggest the Conservancy and the MRCA coordinate with the Resources Agency and the State Treasurer to insure that all reporting requirements are fulfilled.

Sincerely,

JOHN A. SAURENMAN
Supervising Deputy Attorney General

For BILL LOCKYER
Attorney General

60059457.wpd

PROPOSITION 50

GRANT APPLICATION
and
DRAFT GRANT AGREEMENT

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

September 1, 2004

Mr. Joseph T. Edmiston, FAICP
Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon
Malibu, California 90265

Grant Application - Proposition 50 Funds
Soka University Acquisition

Dear Joe:

I am pleased to present the enclosed application for grant funding for the Soka University Acquisition. The MRCA requests a grant in the sum of $4,000,000 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) Chapter 10, Section 79570(c).

The requested grant would fund a portion of the acquisition of the Soka University property in unincorporated Calabasas area. Please refer to the enclosed grant application for detailed information. If you have any questions regarding this, please contact our project manager, Paul Edelman, at 310-589-3230, extension 128.

Sincerely,

Michael D. Berger
Chairperson

Attachments: Application

SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION – PROPOSITION 50 FUNDS

Project Name: Soka University Acquisition	**Amount of Request:** $ 4,000,000		
Applicant Name: Mountains Recreation & Conservation Authority			
Applicant Address: 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	**Project Address:** various		
	County	**Senate District**	**Assembly District**
	Los Angeles	23	41
Phone: 323-221-9944 **Fax:** 323-221-9934	**Email:** Paul.Edelman@mrca.ca.gov		

Grantee's Authorized Representative:

Amy Lethbridge, Deputy Executive Officer — 323-221-9944, x109

Name and Title — *Phone*

Person with day-to-day responsibility for project:

Paul Edelman, Chief of Natural Resources and Planning — 310-589-3230, x128

Name and Title — *Phone*

Project Description:

Fee acquisition of an approximately 588-acre property in western Los Angeles County.

Located in the center of the Santa Monica Mountains, the Soka University property is directly in the heart of both a key wildlife linkage and core habitat and is a significant scenic resource in the region. The property consists of twenty tax parcels and is bounded by Malibu Creek State Park and Las Virgenes Road to the west, Santa Monica Mountains National Recreation Area (SMMNRA) open space and privately-owned land to the south, the Mountains Recreation and Conservation Authority (MRCA)-owned Las Virgenes View Park and privately-owned land to the north, and privately-owned land to the east.

Soka University is included on the Santa Monica Mountains Conservancy's Acquisition 2000 Workprogram. Acquisition of the property would play a key role in implementing the Santa Monica Mountains Comprehensive Plan. Several key creeks are located on the property and are part of the Malibu Creek watershed. The property contains nine sensitive plant and wildlife species, as well as other locally important species. A detailed description of the property's assets and the proposed uses is included in Exhibit A, Draft Project Plan.

The MRCA has obtained an appraisal for Soka University and submitted it to the State Department of General Services for review. The MRCA is working with several potential grantors to secure the total purchase price for the property, including the Wildlife Conservation Board, California Department of Parks and Recreation, and State Coastal Conservancy. The total amount being requested from the potential grantors is subject to approval of fair market value by Department of General Services and will be used solely for acquisition. The requested Proposition 50 funds are necessary to complete the purchase.

The proposed acquisition is consistent with the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) Chapter 10, Section 79570(c), and in compliance with the California Environmental Quality Act. The acquisition will implement the goals stated in Proposition 50, Chapter 1 Section 79501(h):

> "Protect, restore, and acquire beaches and coastal uplands, wetlands, and watershed lands along the coast...to protect the quality of drinking water, to keep beaches and coastal waters safe from water pollution, and to provide the wildlife and plant habitat and riparian and wetlands areas needed to support functioning coastal and San Francisco Bay ecosystems for the benefit of the people of California."

Acquisition of Soka University is consistent with and necessary for the regional objectives of numerous park agencies and other groups including Santa Monica Mountains Conservancy, California Department of Parks and Recreation, National Park Service, County of Los Angeles, Mountains Recreation and Conservation Authority, and the Santa Monica Mountains Resource Conservation District.

Tasks / Milestones:	**Budget:**	**Completion Date**
1 Land purchase cost	$ 4,000,000	June 30, 2005

Acquisition Projects:	**APN(s):**	4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010
	Acreage:	588

I certify that the information contained in this Grant Application form, including required attachments, is accurate.

Signature of Authorized Representative — *Date* September 1, 2004

23
SIMI HILLS
Sage Ranch
Chatsworth
Natural Area
Wood Ranch
Open Space
Malibu Creek
Watershed Boundary
Las
Virgenes
Canyon
Open
Space
San Fernando
Valley
THOUSAND
OAKS
E. Las Virgenes Creek
HIDDEN HILLS
101
Las Virgenes Creek
AGOURA HILLS
CALABASAS
Soka University Boundary
Malibu
Creek
State Park
Stokes Creek
ackbone Trail
Malibu Creek
Cold Creek
Preserve
SANTA MONICA MOUNTAINS
Zuma & Trancas
Canyons
Malibu
Creek
State Park
Solstice
Canyon Park
Malibu Lagoon
State Beach
1
MALIBU
Malibu Bluffs
State Park
Malibu Lagoon

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER	AMENDMENT NUMBER
SMM-04XX	

1. CONTRACTOR'S NAME: Mountains Recreation and Conservation Authority (Soka Acq. Prop 50)
2. FEDERAL I.D. NUMBER: 77-0112367
3. AGENCY TRANSMITTING AGREEMENT: Santa Monica Mountains Conservancy
4. DIVISION, BUREAU, OR OTHER UNIT:
5. AGENCY BILLING CODE: 10507
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Rorie A. Skei, Chief Deputy Director
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
   ☒ NO ☐ YES (*If YES, enter prior contractor name and Agreement Number)*
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
   Fee acquisition of an approximately 588-acre property in western Los Angeles County
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

Fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010).

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

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT

☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED

☒ REIMBURSEMENT/REVENUE $ _____ or 90 %

☐ OTHER (*Explain*) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Capital Outlay and Grants	3810-301-6031				4,000,000
					$
					$

OBJECT CODE	**AGREEMENT TOTAL** $ 4,000,000
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT $ 4,000,000
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $
ACCOUNTING OFFICER'S SIGNATURE ✍ / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE $ 4,000,000

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9-27-04	9-30-06	$ 4,000,000	**Exempt**
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 4,000,000	

(*Continue)*

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (NEW 02/98)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) *(Attach justification if secondary method is used)*

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)*

☐ EXEMPT FROM BIDDING *(Give authority for exempt status)*

☒ OTHER *(Explain)* N/A-Local Assistance Grant

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

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

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

N/A – Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A – Local Assistance Grant

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☒ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES

☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD

☐ NO ☐ YES ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
SMM-04XX
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Soka Acquisition Prop 50)

2. The term of this Agreement is: 9-27-04 through 9-30-06

3. The maximum amount of this Agreement is: **$** 4,000,000

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

Exhibit A – Scope of Work page(s)

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

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

Additional General Provisions

Staff Report & Resolution

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Mountains Recreation and Conservation Authority		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Berger, Chair		
ADDRESS 570 W. Avenue 26, Suite 100, Los Angeles, CA 90065		
STATE OF CALIFORNIA		
AGENCY NAME Santa Monica Mountains Conservancy		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerome C. Daniel, Chair		☐ Exempt per:
ADDRESS 5750 Ramirez Canyon, Malibu, CA 90265		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

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

   Fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018, 4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010).

   See attached Grant Application, Staff Report and Resolution.

2. The services shall be performed in western Los Angeles County.

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

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

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Joseph T. Edmiston, FAICP	Name: Amy Lethbridge
Phone: (310) 589-3200	Phone: 323-221-9944, x109
Fax: (310) 589-2408	Fax: 323-221-8856

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit: Government Programs	Section/Unit:
Attention: Grants Manager	Attention: Paul Edelman
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900	Phone: 310-589-3230
Fax: (323) 221-9933	Fax: 310-589-2408

EXHIBIT B
(Project Budget)

PROJECT BUDGET

PROJECT BUDGET
SOKA UNIVERSITY ACQUISITION

Soka University Acquisition Budget

Land Cost	not to exceed $4,000,000
Total	**not to exceed $4,000,000**

Total Grant Request not to exceed $4,000,000

EXHIBIT E

Additional General Provisions

Definitions

1. The term "Act" as used herein means the Water Bond 2002

2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.

3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.

4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.

5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.

6. The term "Project" as used herein means the project described in Section B of this Contract.

7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.

8. The term "State" as used herein means the Santa Monica Mountains Conservancy.

B. Project Description

The Grantee shall be responsible for fee acquisition of an approximately 588-acre property in western Los Angeles County (APNs 4455-015-002, 4455-016-032, 4455-016-033, 4455-028-043, 4455-033-003, 4455-033-005, 4455-033-006, 4455-033-007, 4455-033-009, 4455-033-010, 4455-033-011, 4455-033-018,

EXHIBIT E

4455-033-021, 4455-033-022, 4455-033-023, 4455-033-026, 4455-034-001, 4455-035-001, 4455-040-007, 4455-040-010) in accordance with the attached staff report, resolution, and application authorizing such action dated September 27, 2004.

C. Project Period

The project period shall be from date of authorization to September 30, 2006, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

   Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.

3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)

4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.

EXHIBIT E

5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.

7. **If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.**

8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.

9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, http://www.dir.ca.gov.

E. Project Costs

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

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.

2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost

EXHIBIT E

allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.

3. Grantee agrees to use any moneys advanced by the State under the terms of this Contract solely for the Project herein described. Any temporary borrowings of such money for cash flow purposes by Grantee shall be approved by Executive Director of State only upon such assurances that the funds will be promptly repaid as the Executive Director may require.

4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used to complete the Project, as approved by the State. **Any overpayment of Grant Funds in excess of final project costs shall either be returned to the State or reallocated to another Project upon approval by the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.**

5. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this

EXHIBIT E

Contract may be rescinded, modified or amended by mutual agreement in writing.

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

3. **Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.**

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. **The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.**

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or

EXHIBIT E

incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.

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

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

5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.

2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for

EXHIBIT E

auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for **three years following** Project termination or completion.

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

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

J. Use of Facilities

1. **Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.**

2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction. 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,

EXHIBIT E

unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Monies for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project.

K. Nondiscrimination

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

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

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

L. Application Incorporation

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

M. Severability

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

N. Budget Detail and Payment Provisions

EXHIBIT E

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

2. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
c/o Governmental Programs Officer
570 W. Ave. 26, Ste. 100
Los Angeles, CA 90065

O. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

STATE OF CALIFORNIA—THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

SANTA MONICA MOUNTAINS CONSERVANCY
LOS ANGELES RIVER CENTER AND GARDENS
570 WEST AVENUE TWENTY-SIX, SUITE 100
LOS ANGELES, CALIFORNIA 90065
PHONE (323) 221-8900
FAX (323) 221-9001

September 3, 2004

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

Soka Acquisition
Proposition 50 Grant Application

Dear John:

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

The MRCA is requesting a grant in an amount to be specified at a later date from the Conservancy's Proposition 50 funds to be used for the acquisition of the 588 acre Soka property. Section 79570(c) of the Water Code provides that the Conservancy may make grants for the purpose of acquisition and protection of land and water resources located in the Santa Monica Bay coastal watershed pursuant to Division 23 of the Public Resources Code. The Soka property is located within the Santa Monica Bay watershed. Please see the attached project plan approved by the Governing Board of the Conservancy which details the resources of the property.

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

Sincerely,

LAURIE C. COLLINS
Chief Staff Counsel

BILL LOCKYER
Attorney General

State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

Public: (213) 897-2000
Telephone: (213) 897-2702
Facsimile: (213) 897-2801
E-Mail: John.Saurenman@doj.ca.gov

September 27, 2004

Laurie Collins
Chief Staff Counsel
Santa Monica Mountains Conservancy
Los Angeles River Center and Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, CA 90065

RE: Proposition 50 Grant to MRCA for Soka University Acquisition

Dear Ms. Collins:

You have asked that the Office of the Attorney General review the above-referenced grant to the Mountains Recreation and Conservation Authority (MRCA) and advise the Conservancy whether the grant complies with the General Obligation Bond Law and Proposition 50. We are reviewing this grant pursuant to the budget control language which mandates Attorney General review of Conservancy grants to insure compliance with the General Obligation Bond Law and the pertinent bond acts.

Based on the information you have provided, the Conservancy proposes to grant Proposition 50 bond funds to the MRCA to be used in the acquisition of 588 acres from Soka University in the Malibu Creek watershed. At this time, the exact amount of the grant is not known because the MRCA has not received the Department of General Service's final approval of the appraisal. It is our understanding that at the time this grant is presented to the Santa Monica Mountains Conservancy for its approval, the dollar amount will be known and presented to the Conservancy.

Proposition 50 makes available $200 million "for expenditures and grants for the purpose of protecting coastal watersheds, including, but not limited to, acquisition, protection, and restoration of land and water resources and associated planning, permitting and administrative costs." (Wat. Code, § 79570.) Proposition 50 then provides $20 million to the Conservancy to be expended for protection of Santa Monica Bay and Ventura County coastal watersheds. (Wat. Code, § 79570, subd. (c).) Thus, the acquisition and restoration of land and water resources in the Santa Monica Bay and Ventura County coastal watersheds is an authorized means of protecting those watersheds.

Although we do not know at this time the exact dollar amount of the grant, this grant is for the acquisition of a land or water resource in the coastal zone in the Malibu Creek watershed (a coastal watershed of Santa Monica Bay). We find this grant is proper under the General Obligation Bond Law and Proposition 50. In reaching this conclusion, we note that the Legislature has not charged the Attorney General with reviewing the amount of funds the Conservancy grants but only whether the purpose of the grant is consistent with the General Obligation Bond Law and the specific bond acts.

We note the MRCA indicates that the existing facilities on the property will be leased back to Soka University for several years. Such a lease may generate revenues which are subject to special reporting requirements under federal law. We suggest the Conservancy and the MRCA coordinate with the Resources Agency and the State Treasurer to insure that all reporting requirements are fulfilled.

Sincerely,

JOHN A. SAURENMAN
Supervising Deputy Attorney General

For BILL LOCKYER
Attorney General

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