

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM:** 13.2  
(ID # 23465)

**MEETING DATE:**  
Tuesday, February 27, 2024

**FROM :** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2024-002 Accepting the Deed Restriction for the Land and Water Conservation Fund from the State of California Department of Parks and Recreation and, Authorizing the Clerk of the Board to Record the Deed Restriction on Assessor's Parcel Number 153-240-030; District 2. [\$0] (Clerk to Record Deed Restriction)

**RECOMMENDED MOTION:** That the Board of Directors:

1. Adopt Resolution No. 2024 – 002 Accepting the Deed Restriction from the State of California Department of Parks and Recreation (State) and authorize the execution and delivery of the Deed Restriction for the Land and Water Conservation Fund, and authorize the Clerk of the Board to record the Deed Restriction;
2. Authorize the General Manager, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
3. Direct the Clerk of the Board to return one (1) copy of the recorded Deed Restriction to the Regional Park and Open-Space District.

**ACTION:Policy**

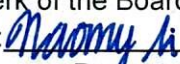
  
Kyla R. Brown, General Manager 2/8/2024

---

**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Spiegel, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: February 27, 2024  
xc: Parks

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

Land and Water Conservation Fund (LWCF) grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Since 1965, over one thousand parks throughout California have been created or improved with LWCF assistance. In 1993, Riverside County Regional Park and Open-Space District (RivCoParks) received grant funding from LWCF for the Rancho Jurupa Park Development project. As a condition of funding, recipients of LWCF grant funding are required to designate lands acquired or improved with the funds as federally protected outdoor recreation parks which must remain accessible and protected for public outdoor recreation in perpetuity.

The referenced land conversion was previously approved by the Board of Directors on August 25, 2020. It removes the LWCF designation from approximately 10.8 acres of land included as part of the Rancho Jurupa Park Development project and adds approximately 16.24 acres of adjacent replacement land to be designated under the LWCF ("Replacement Land"). The Hidden Valley Wildlife Area will be enlarged to include the area of replacement lands, which will be protected under the LWCF in perpetuity. The deed restriction now presented is a requirement of LWCF to complete the land conversion.

The City of Riverside (City) co-owns the Replacement Land and has submitted a letter of support for the conversion. The City will execute the Deed Restriction in counterpart.

Resolution No. 2024-002 and the Deed Restriction have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

Approval of the proposed deed restriction will increase the acreage of Hidden Valley Wildlife Area. It will protect additional lands in perpetuity for the enjoyment of all.

**Additional Fiscal Information**

No net cost will be incurred and no budget adjustment necessary.

**Attachments**

- Resolution No. 2024-002
- Deed Restriction

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Douglas Cordonez Jr. 2/14/2024

  
Aaron Gettis, Deputy County Counsel 2/14/2024

1 Board of Directors

Riverside County Regional

2 Park & Open-Space District

3

4 **RESOLUTION NO. 2024-002**

5 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE**

6 **COUNTY**

7 **REGIONAL PARK AND OPEN-SPACE DISTRICT APPROVING THE LAND**

8 **AND**

9 **WATER CONSERVATION FUND DEED RESTRICTION ON ASSESSOR'S**

10 **PARCEL NUMBER 153-240-030, LOCATED IN THE CITY OF RIVERSIDE, COUNTY**

11 **OF RIVERSIDE**

12 **WHEREAS**, the Riverside County Regional Park and Open-Space

13 District ("RivCoParks") is the operator of the Hidden Valley Wildlife Area in the City of

14 Riverside, which consists of approximately 1,500 acres of open-space land along the Santa Ana

15 River ("Property");

16 **WHEREAS**, Southern California Edison ("SCE") has power lines and related

17 infrastructure across the Property, which SCE is currently upgrading;

18 **WHEREAS**, the upgrade requires the use of lands co-owned by the City of Riverside

19 and RivCoParks which have been designated as protected pursuant to the Land and Water

20 Conservation Fund ("LWCF") Act of 1965;

21 **WHEREAS**, a land swap has been proposed to remove the LWCF designation for 10.8

22 acres of land and to designate an adjacent 16.24 acres with Assessor's Parcel Number 153-240-

23 030 under the LWCF Act ("Replacement Land"), and extend the boundaries of Hidden Valley

24 Wildlife Area to also include the Replacement Land;

25 **WHEREAS**, a LWCF Deed Restriction is required by the California Department of

26 Parks and Recreation to memorialize the Replacement Land, and is attached hereto as Exhibit A;

27 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by

28 the Board of Directors of the Riverside County Regional Park and Open-Space District

("Board"), assembled in regular session assembled on February 27, 2024 at 9:30 a.m. or soon

FORM APPROVED COUNTY COUNSEL  
 BY  RYAN D. YABKO  
 DATE 2/14/24

1 thereafter, in the meeting room of the Board of Directors located on the 1st Floor of the County  
2 of Riverside Administrative Center, 4080 Lemon Street, Riverside, California, hereby approves  
3 Resolution No. 2024-002 and the LWCF Deed Restriction on the Replacement Land.

4 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Chair of the  
5 Board of Directors of the Riverside County Regional Park & Open-Space District is authorized  
6 to execute the Deed Restriction.

7 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General  
8 Manager, or designee, is authorized to execute any other documents and administer all actions  
9 necessary to complete this transaction.

10  
11  
12 ROLL CALL:

13 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

14 Nays: None

15 Absent: None  
16  
17

18 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
19 Supervisors on the date therein set forth.

20 KIMBERLY A. RECTOR, Clerk of said Board

21 By: Maomy Li  
22 Deputy  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

EXHIBIT A  
LWCF DEED RESTRICTION  
(Attached behind this page)



V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from July 1, 1992 through perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the



terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: February 27, 20 24

Owner(s) Name(s): County of Riverside and City of Riverside

Signed: 

Signed: 

**KEVIN JEFFRIES CHAIR, BOARD OF SUPERVISORS**

PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Mike Futrell, City Manager  
PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
**DEPUTY**

APPROVED AS TO FORM

BY:   
Deputy City Attorney

Attest:   
Donesia Gause, City Clerk

\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\*

FORM APPROVED COUNTY COUNSEL  
BY  3/12/24  
RYAN D YABKO DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
 } §  
COUNTY OF RIVERSIDE }

On February 27, 2024, before me, Naomy Sicra, Board Assistant, personally appeared Kevin Jeffires, Chair of the Regional Park and Open-Space District Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector  
Clerk of the Board of Supervisors

By: Naomy Sicra  
Deputy Clerk

(SEAL)

**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date: 02/27/2024

Signature: *Naomy Si*

Print Name: Naomy Sicra, Clerk of the Board Assistant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 30, 2023 before me, Lorena Verduco, a Notary Public, personally appeared Mike Futrell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lorena Verduco (Seal)



## EXHIBIT "A"

Being portions of Section 28 and Section 33, Township 2 South, Range 6 West, San Bernardino Base and Meridian in the County of Riverside, State of California, described as follows:

COMMENCING at the intersection of the city limit line between the City of Norco and the City of Riverside with the centerline of Arlington Avenue, said city limit line at said point of commencement being coincident with the West line of said Section 33 as shown on Record of Survey recorded in Book 52, Page 9 of Records of Survey, Records of said County,

THENCE North 00° 30' 43" East, along said city limit line and said Section line, 648.56 feet to the South line of the North half of the Southwest quarter of the Northwest quarter of said Section 33;

THENCE departing from said City of Norco city limit line and along said City of Riverside city limit line South 89° 30' 31" East 176.26 feet;

THENCE continuing along said City of Riverside city limit line South 89° 30' 31" East 1,142.98 feet to the East line of the North half of the Southwest quarter of said Section 33;

THENCE along said East line North 00° 30' 24" East 1,319.25 feet to the South line of the North half of the Northeast quarter of the Northwest quarter of said Section 33, said point being the TRUE POINT OF BEGINNING: OF BEGINNING:

THENCE North 07° 11' 27" East 210.00 feet;

THENCE North 75° 44' 20" West 45.21 feet;

THENCE North 15° 00' 00" East 280.00 feet to the Southerly line of that certain property conveyed to the County of Riverside by deed recorded May 7, 1992 as Instrument No. 166536, the following 12 courses coincide with said deed:

THENCE South 89° 33' 17" East along said Southerly line 127.60 feet;

THENCE North 00° 28' 43" East 90.00 feet;

THENCE North 12° 48' 28" East 154.24 feet;

THENCE North 43° 32' 00" East 47.00 feet;

THENCE North 49° 50' 19" East 150.00 feet;

THENCE South 89° 33' 17" East 170.00 feet;

THENCE South 50° 04' 15" East 123.00 feet;

THENCE South 32° 31' 50" East 103.00 feet;

THENCE South 00° 28' 43" West 208.00 feet;

THENCE South 89° 33' 17" East 225.00 feet;

THENCE North 00° 23' 19" East 30.00 feet;

THENCE South 89° 33' 17" East 260.00 feet to the Easterly line of the land shown by map recorded in Book 16, Pages 52-55 inclusive of Records of Survey, Records of said County, said point also being the Southeasterly corner of said deed for park purposes;

THENCE South 00° 23' 19" West along said Easterly line 501.00 feet;

THENCE North 89° 33' 17" West along the Southerly line of said Record of Survey, 1,159.16 feet to the TRUE POINT OF BEGINNING

Area herein described contains 16.24 acres, more or less.

# EXHIBIT B

Department of Parks and Recreation  
PROJECT AGREEMENT  
Land and Water Conservation Fund Program

Project Title Rancho Jurupa Park Development

Participant County of Riverside

Project Period 4/23/93 to 6/30/97 Project Number 06-01344

Project Scope: Development will consist of a campground with support facilities.

The participant agrees to submit plans and specifications for the proposed development by ~~December 31, 1993.~~ <sup>September 1994.</sup> *sa*

Stage Covered by this Agreement Complete

Project Cost:

Amount of Total Project Costs Eligible for Federal Funding	\$ <u>250,000</u>	(1)
Surcharge--State Administrative Assessment <u>6.4</u> % of Line (1) (subject to adjustment, see Section III.C.2)	\$ <u>16,000</u>	(2)
Total Eligible Project Costs Plus Surcharge (Line 1 plus Line 2)	\$ <u>266,000</u>	(3)
Federal Participation--up to 50% of Line (3), or up to 50% of actual costs, whichever is the lesser, not to exceed:	\$ <u>133,000</u>	(4)
Estimated Payment to Participant Deduct State Administrative Assessment: [Federal Participation (Line 4) Less Surcharge (Line 2), Subject to Adjustment]	\$ <u>117,000</u>	(5)

Continued on are 6 pages numbered 2 through 7 inclusively.

STATE DEPARTMENT OF PARKS  
AND RECREATION

By *H. Henry*  
Date 6.7.93

County of Riverside

PARTICIPANT

By *Paul D. Romers*

Title Parks Director

Date May 27, 1993

**LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT PROVISIONS****I. Definitions**

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Secretary" as used herein means The Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- C. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- D. The term "Liaison Officer" as used herein means the California Director of Parks and Recreation, or other State officer as designated by the Governor.
- E. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual.
- F. The term "Project" as used herein means the project or project segment which is the subject of this agreement as defined in the Project
- G. The term "Project Proposal" as used herein means the form and all supplemental attachments used to describe and estimate the cost of planning, acquisition, or development project filed with the Liaison Officer in support of an application for federal financial assistance.
- H. The term "State" as used herein means the State of California, and/or its official representative, the Department of Parks and Recreation.
- I. The term "Participant" as used herein means the recipient of the federal funds to be disbursed in accordance with the terms of this agreement.
- J. The term "State Funds" as used herein means those moneys made available by the State or a Participant as matching money for projects under the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).
- K. The term "Leased Land" or "Lease" as used herein means land leased from the Federal Government.

**II. Continuing Assurances**

**The parties to the project agreement specifically recognized that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.**

**Further, it is acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the State cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.**

- A. The participant agrees, as recipient of this assistance, that it will meet the following specific requirements and the terms of the project agreement.
- B. The participant agrees that the property described in the project agreement and the dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance or is integral so such acquisition or development, and that, without the approval of the Liaison Officer, the Director, and/or the Secretary the Interior, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location. This replacement land becomes subject to Section 6(f) (3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the participant, the Liaison Officer, and the Director may mutually alter the area described in the project agreement and the dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f) (3) protection as Fund reimbursement is provided.

In the event the National Park Service provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the participant agrees to notify the State of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The participant further agrees to effectuate such replacement within a reasonable period of time, acceptable to the State, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed known and agreed to by the State; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State.

# EXHIBIT B

- C. The participant agrees that the benefit to be derived by the State from the full compliance by the participant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement. The participant agrees that payment by the participant to the State of an amount equal to the amount of assistance extended under this agreement by the State would be inadequate compensation to the State for any breach by the participant of this agreement. The participant further agrees, that the appropriate remedy in the event of a breach by the participant of this agreement shall be the specific performance of this agreement.
- D. The participant agrees to comply with the policies and procedures set forth in the National Park Service Grants-in-Aid manual. Provisions of said manual are incorporated into and made a part of the project agreement.
- E. The participant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by manual requirements.
- F. The participant agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the liaison Officer, the Director, and/or the Secretary of the Interior.
- G. Nondiscrimination
  - 1. The participant shall comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The participant shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the participant or any political subdivision or other appropriate public agency to which Fund assistance or property acquired or developed with Fund assistance has been transferred for public recreation purposes.
  - 2. The participant shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  - 3. The participant shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the National Park Service.
  - 4. The provisions of the first three paragraphs apply to any part of the recreation system within which the assisted facility or property exists.
  - 5. The participant 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 residence as set forth in the manual.

## III. Project Assurances

### A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including 43 CFR Part 12.41-12.92, Administrative Requirements and Cost Principles for Assistance Programs, Office of Management and Budget Circulars No. A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-87 (cost principles for State and local governments), and A-128 (audits of State and local government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

### B. Project Proposal

- 1. The project proposal for Federal assistance bearing the same project number as the agreement and associated documents is by this reference made a part of this agreement.
- 2. The participant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the participant to act in connection with the project proposal and to provide such additional information as may be required.
- 3. The participant has the ability and intention to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

### C. Project Execution

- 1. It is understood by the parties hereto that this agreement shall not obligate State of California funds for the project costs described herein. The participant hereby promises, in consideration of the promises made by the Liaison Officer herein, to execute the project stage described herein, in accordance with the terms of this agreement. Any disbursement hereunder shall not be made unless and until funds therefor are received by the Liaison Officer from the National Park Service. This item shall not apply when the participant is an agency of the State of California.



# EXHIBIT B

2. The Liaison Officer hereby promises, in consideration of the promises made by the participant herein, to accept appropriated federal funds for the purposes of the project and disburse the same to reimburse the participant up to 50 percent of the eligible project cost not to exceed 50 percent of the direct project cost shown in this agreement; except for a surcharge for administrative costs to be applied to twice the federal share of direct eligible project costs. The surcharge is to be deducted from the reimbursements received from the Federal Government applicable to this project and will be computed at the federally approved surcharge rate in effect at the time the billing is submitted to the Federal Government.
3. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminate sooner in which event the project period shall end on the date of completion or termination. For project elements added to a consolidated project, the project period will begin on the date the project element is approved.
4. The participant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
5. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), and DOI Section 504 Regulations (43 CFR Part 17). The participant will be responsible for conducting all inspections.
6. The participant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, local laws and regulations.
7. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the participant shall bring the project to a point of recreational usefulness agreed upon by the participant and, the Director or his designee, and the Liaison Officer.
8. The participant will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
9. The participant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
10. The participant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11920, relating to the protection of wetlands.
11. The participant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
12. The participant will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the State and NPS of the receipt of any Communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The participant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The participant further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
13. The participant will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. The participant will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
  - a. Place minority business firms on bidder's mailing lists.
  - b. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - c. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
  - d. For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the participant shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the National Park Service Regional Office in San Francisco.

# EXHIBIT B

## D. Construction Contracted for by the Participant Shall Meet the Following Requirements:

1. Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be retained for inspection by the Director and the State.
2. The participant shall inform all bidders on contracts for construction that federal funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contracts of \$10,000 or more. Such change orders shall be made a part of the project file and should be kept available for audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The participant will comply with other procurement standards of OMB Circular A-102, Attachment O, except for provisions related to compliance with Davis Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis Bacon Act requirements, all construction contracts awarded by the grantee and subgrantee in excess of \$2,000 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. The participant shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000 (ten-thousand), the following provisions:

"During the performance of this contract the contractor agrees as follows:

- "(1) The contractor will not discriminate any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended (3CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- "(4) The contractor will comply with all provision of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency, the State, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# EXHIBIT B

7. The participant shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors imposed upon contractors and subcontractors by the State, or the Secretary of Labor, or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive Order No. 11246, as amended and (6) refrain from entering into any contract with a contractor debarred from government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the participant agrees that if it fails or refuses to comply with these undertakings, the NPS may take any or all of the following actions: Chance, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the department of Justice for appropriate legal proceedings.

## E. Conflict of Interests

1. No official or employee of the participant, State, or Federal Government who is authorized in his official capacity to negotiate, make, accept, or approve, or take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the participant in connection with this project shall have a financial or other personal interest other than his employment or retention by the participant, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the participant shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the participant, and such officer, employee or person has not participated in the acquisition for or on behalf of the participant.
3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The participant, State, and the Director shall be responsible for enforcing the above conflict of interest provisions.

## F. Hatch Act

The participant will comply with the provisions of the Hatch Act which provides that no officer or employee of the participant whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

## G. Project Administration

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the manual and OMB Circular A-87.
2. The agreement may include the use of the indirect cost rate currently approved, in accordance with A-87, for the participant that is a party to this agreement.

## H. Project Administration

1. The participant shall promptly submit such reports and documentation as the Director or Liaison Officer may request.
2. Any moneys advanced to the participant are "public moneys" and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
3. The participant shall use any funds received by way of advance payment from the State under the terms of this agreement solely for the project or project stage described in the agreement.
4. Properties and facilities acquired or developed with Fund assistance shall be available for inspection by the State or the NPS at such intervals as the Liaison Officer or the Director shall require.

## I. Audit, Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years in accordance with 43 CFR Part 12.41-1292; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention periods starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Liaison Officer, Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the participant and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The participant will comply with the provisions of OMB Circular A-28 (as provided under the Single Audit Act of 1984) establishing audit requirements for state and local governments that receive federal assistance.

# EXHIBIT B

## J. Project Termination

1. The Liaison Officer or the Director may temporarily suspend State assistance under the project pending corrective action by the participant or pending a decision to terminate the grant by the NPS or the State.
2. The participant may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the participant only by mutual agreement.
3. The Liaison Officer or the Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Liaison Officer or Director will promptly notify the participant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the participant or recoveries by the State under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director, State, or participant, may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The participant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the participant for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the participant, the Liaison Officer, and the Director, or that all funds provided by the National Park Service be returned.

## K. Fund Acknowledgment

The participant will permanently display in a conspicuous place a bronze plaque which acknowledges Land and Water Conservation Fund assistance. The plaque will be provided by the State Department of Parks and Recreation and its installation by the participant will be required upon initial development of the property.

## L. Hold Harmless

The participant shall indemnify the State of California and its officers, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project.

# EXHIBIT B

OMB No. 1024-0033  
09/30/84

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
Land and Water Conservation Fund Project Agreement

State California	Project Number 06-01344
Project Title Rancho Jurupa Park Development	
Project Period Date of Approval to June 30, 1997	Project Stage Covered by this Agreement Complete

Project Scope (Description of Project)

Development will consist of campground with support facilities.

Project Cost

Total Cost \$ 352,000  
Fund Support not to exceed 50%  
Fund Amount \$ 133,000  
  
Cost of this Stage \$ 352,000  
Assistance this Stage \$ 133,000

The following are hereby incorporated into this agreement:

1. General Provisions (LWCF Manual)
2. Project Application and Attachments.
3. \_\_\_\_\_
4. \_\_\_\_\_

# EXHIBIT B

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

The participant will comply with the provisions of OMB Circular A-128 establishing audit requirements for the state and local governments that receive federal assistance.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By George M. Gillette

California

(Signature)

By [Signature]  
(Signature)

National Park Service  
United States Department  
of the Interior

Donald W. Murphy  
(Name)

Date 4/23/43

Director  
(Title)

LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT PROVISIONS

## I. Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Secretary" as used herein means The Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- C. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- D. The term "Liaison Officer" as used herein means the California Director of Parks and Recreation, or other State officer as designated by the Governor.
- E. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual.
- F. The term "Project" as used herein means the project or project segment which is the subject of this agreement as defined in the Project
- G. The term "Project Proposal" as used herein means the form and all supplemental attachments used to describe and estimate the cost of planning, acquisition, or development project filed with the Liaison Officer in support of an application for federal financial assistance.
- H. The term "State" as used herein means the State of California, and/or its official representative, the Department of Parks and Recreation.
- I. The term "Participant" as used herein means the recipient of the federal funds to be disbursed in accordance with the terms of this agreement.
- J. The term "State Funds" as used herein means those moneys made available by the State or a Participant as matching money for projects under the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).
- K. The term "Leased Land" or "Lease" as used herein means land leased from the Federal Government.

## II. Continuing Assurances

The parties to the project agreement specifically recognized that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the State cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The participant agrees, as recipient of this assistance, that it will meet the following specific requirements and the terms of the project agreement.
- B. The participant agrees that the property described in the project agreement and the dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance or is integral so such acquisition or development, and that, without the approval of the Liaison Officer, the Director, and/or the Secretary the Interior, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location. This replacement land becomes subject to Section 6(f) (3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the participant, the Liaison Officer, and the Director may mutually alter the area described in the project agreement and the dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f) (3) protection as Fund reimbursement is provided.

In the event the National Park Service provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the participant agrees to notify the State of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The participant further agrees to effectuate such replacement within a reasonable period of time, acceptable to the State, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed known and agreed to by the State; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State.

# EXHIBIT B

- C. The participant agrees that the benefit to be derived by the State from the full compliance by the participant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement. The participant agrees that payment by the participant to the State of an amount equal to the amount of assistance extended under this agreement by the State would be inadequate compensation to the State for any breach by the participant of this agreement. The participant further agrees, that the appropriate remedy in the event of a breach by the participant of this agreement shall be the specific performance of this agreement.
- D. The participant agrees to comply with the policies and procedures set forth in the National Park Service Grants-in-Aid manual. Provisions of said manual are incorporated into and made a part of the project agreement.
- E. The participant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by manual requirements.
- F. The participant agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the liaison Officer, the Director, and/or the Secretary of the Interior.
- G. Nondiscrimination
  - 1. The participant shall comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The participant shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the participant or any political subdivision or other appropriate public agency to which Fund assistance or property acquired or developed with Fund assistance has been transferred for public recreation purposes.
  - 2. The participant shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  - 3. The participant shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the National Park Service.
  - 4. The provisions of the first three paragraphs apply to any part of the recreation system within which the assisted facility or property exists.
  - 5. The participant 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 residence as set forth in the manual.

### III. Project Assurances

#### A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including 43 CFR Part 12.41-12.92, Administrative Requirements and Cost Principles for Assistance Programs, Office of Management and Budget Circulars No. A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-87 (cost principles for State and local governments), and A-128 (audits of State and local government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

#### B. Project Proposal

- 1. The project proposal for Federal assistance bearing the same project number as the agreement and associated documents is by this reference made a part of this agreement.
- 2. The participant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the participant to act in connection with the project proposal and to provide such additional information as may be required.
- 3. The participant has the ability and intention to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### C. Project Execution

- 1. It is understood by the parties hereto that this agreement shall not obligate State of California funds for the project costs described herein. The participant hereby promises, in consideration of the promises made by the Liaison Officer herein, to execute the project stage described herein, in accordance with the terms of this agreement. Any disbursement hereunder shall not be made unless and until funds therefor are received by the Liaison Officer from the National Park Service. This item shall not apply when the participant is an agency of the State of California.



# EXHIBIT B

2. The Liaison Officer hereby promises, in consideration of the promises made by the participant herein, to accept appropriated federal funds for the purposes of the project and disburse the same to reimburse the participant up to 50 percent of the eligible project cost not to exceed 50 percent of the direct project cost shown in this agreement; except for a surcharge for administrative costs to be applied to twice the federal share of direct eligible project costs. The surcharge is to be deducted from the reimbursements received from the Federal Government applicable to this project and will be computed at the federally approved surcharge rate in effect at the time the billing is submitted to the Federal Government.
3. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminate sooner in which event the project period shall end on the date of completion or termination. For project elements added to a consolidated project, the project period will begin on the date the project element is approved.
4. The participant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
5. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), and DOI Section 504 Regulations (43 CFR Part 17). The participant will be responsible for conducting all inspections.
6. The participant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, local laws and regulations.
7. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the participant shall bring the project to a point of recreational usefulness agreed upon by the participant and, the Director or his designee, and the Liaison Officer.
8. The participant will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
9. The participant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
10. The participant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11920, relating to the protection of wetlands.
11. The participant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
12. The participant will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the State and NPS of the receipt of any Communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The participant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The participant further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
13. The participant will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. The participant will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
  - a. Place minority business firms on bidder's mailing lists.
  - b. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - c. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
  - d. For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the participant shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the National Park Service Regional Office in San Francisco.

# EXHIBIT B

## D. Construction Contracted for by the Participant Shall Meet the Following Requirements:

1. Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be retained for inspection by the Director and the State.
2. The participant shall inform all bidders on contracts for construction that federal funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contracts of \$10,000 or more. Such change orders shall be made a part of the project file and should be kept available for audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The participant will comply with other procurement standards of OMB Circular A-102, Attachment O, except for provisions related to compliance with Davis Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis Bacon Act requirements, all construction contracts awarded by the grantee and subgrantee in excess of \$2,000 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. The participant shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000 (ten-thousand), the following provisions:

"During the performance of this contract the contractor agrees as follows:

- "(1) The contractor will not discriminate any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended (3CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- "(4) The contractor will comply with all provision of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency, the State, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# EXHIBIT B

7. The participant shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors imposed upon contractors and subcontractors by the State, or the Secretary of Labor, or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive Order No. 11246, as amended and (6) refrain from entering into any contract with a contractor debarred from government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the participant agrees that if it fails or refuses to comply with these undertakings, the NPS may take any or all of the following actions: Chance, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the department of Justice for appropriate legal proceedings.

## E. Conflict of Interests

1. No official or employee of the participant, State, or Federal Government who is authorized in his official capacity to negotiate, make, accept, or approve, or take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the participant in connection with this project shall have a financial or other personal interest other than his employment or retention by the participant, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the participant shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the participant, and such officer, employee or person has not participated in the acquisition for or on behalf of the participant.
3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The participant, State, and the Director shall be responsible for enforcing the above conflict of interest provisions.

## F. Hatch Act

The participant will comply with the provisions of the Hatch Act which provides that no officer or employee of the participant whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

## G. Project Administration

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the manual and OMB Circular A-87.
2. The agreement may include the use of the indirect cost rate currently approved, in accordance with A-87, for the participant that is a party to this agreement.

## H. Project Administration

1. The participant shall promptly submit such reports and documentation as the Director or Liaison Officer may request.
2. Any moneys advanced to the participant are "public moneys" and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
3. The participant shall use any funds received by way of advance payment from the State under the terms of this agreement solely for the project or project stage described in the agreement.
4. Properties and facilities acquired or developed with Fund assistance shall be available for inspection by the State or the NPS at such intervals as the Liaison Officer or the Director shall require.

## I. Audit, Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years in accordance with 43 CFR Part 12.41-1292; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention periods starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Liaison Officer, Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the participant and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The participant will comply with the provisions of OMB Circular A-28 (as provided under the Single Audit Act of 1984) establishing audit requirements for state and local governments that receive federal assistance.

# EXHIBIT B

## J. Project Termination

1. The Liaison Officer or the Director may temporarily suspend State assistance under the project pending corrective action by the participant or pending a decision to terminate the grant by the NPS or the State.
2. The participant may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the participant only by mutual agreement.
3. The Liaison Officer or the Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Liaison Officer or Director will promptly notify the participant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the participant or recoveries by the State under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director, State, or participant, may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The participant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the participant for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the participant, the Liaison Officer, and the Director, or that all funds provided by the National Park Service be returned.

## K. Fund Acknowledgment

The participant will permanently display in a conspicuous place a bronze plaque which acknowledges Land and Water Conservation Fund assistance. The plaque will be provided by the State Department of Parks and Recreation and its installation by the participant will be required upon initial development of the property.

## L. Hold Harmless

The participant shall indemnify the State of California and its officers, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project.