

STATE OF CALIFORNIA
STANDARD AGREEMENT
 (Grant - Rev 09/06)

AGREEMENT NUMBER 05-071	AM. NO. 2
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 77-0112367	

THIS AGREEMENT, made and entered into this 27th day of March, 2009
 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME Mountains Recreation and Conservation Authority		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

The State Coastal Conservancy ("the Conservancy") and the Mountains Recreation and Conservation Authority ("the grantee") agree to amend their existing Agreement No. 05-071 as follows:

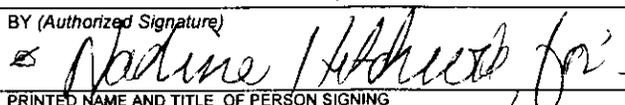
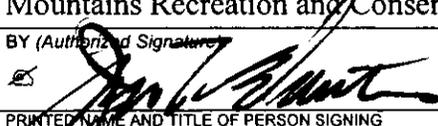
TERM OF AGREEMENT

The term of the agreement is extended to June 15, 2009.

The completion date is extended to April 15, 2009.

All other terms and conditions of the existing agreement shall remain in effect.

The provisions on the following pages constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

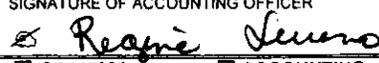
STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Mountains Recreation and Conservation Authority		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Joseph T. Edmiston, Executive Officer		
ADDRESS & PHONE NUMBER 1330 Broadway, 13th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 570 West Avenue 26, Suite 100 Los Angeles, CA 90065		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -0-	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Coastal Access Account, SCCF / California Beach & Coastal Enhancement		
	(OPTIONAL USE) Lechuza Beach Acquisition			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$130,000.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	3760-301-0593(1) = \$109,028.00	208	2004	04/05
	3760-301-0371(1) = \$ 20,972.00	208	2004	04/05
TOTAL AMOUNT ENCUMBERED TO DATE \$130,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Public Access			

I certify that this agreement is exempt from Department of General Services' approval.



I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 03-27-09
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input checked="" type="checkbox"/> STATE AGENCY	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 (Grant - Rev 09/06)

37601205103214.1

AGREEMENT NUMBER 05-071	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 77-0112367	

THIS AGREEMENT, made and entered into this 2nd day of April, 2007, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME Mountains Recreation and Conservation Authority		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

The State Coastal Conservancy ("the Conservancy") and the Mountains Recreation and Conservation Authority ("the grantee") agree to amend their existing Agreement No. 05-071 as follows:

TERM OF AGREEMENT

The term of the agreement is extended to February 28, 2009.

The completion date is extended to November 30, 2008.

All other terms and conditions of the existing agreement shall remain in effect.

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Mountains Recreation and Conservation Authority	
BY (Authorized Signature) <i>Samuel Schuchat</i>		BY (Authorized Signature) <i>Joseph T. Edmiston</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Joseph T. Edmiston, Executive Officer	
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -0-	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Coastal Access Account.../ CA Beach...		
	(OPTIONAL USE) Lechuza Beach Acquisition			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$130,000.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$130,000.00	3760-301-0593(1)=\$109,028.00	208	2004	04/05
	3760-301-0371(1)=\$20,972.00	208	2004	04/05
	OBJECT OF EXPENDITURE (CODE AND TITLE) Public Access			

I certify that this agreement is exempt from Department of General Services approval.

Joseph

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER <i>Regina</i>	DATE April 2, 2007
<input type="checkbox"/> GRANTEE	<input type="checkbox"/> ACCOUNTING
<input type="checkbox"/> PROJECT MANAGER	<input type="checkbox"/> CONTROLLER
<input type="checkbox"/> STATE AGENCY	

37601205103214

STANDARD AGREEMENT - APPROVED BY THE ATTORNEY GENERAL
STD. 30 REV. 5-91

CONTRACT NUMBER 05-071	AM. NO.
TAXPAYER'S FEDERAL EMP. IDENTIFICATION NUMBER 77-0112367	

THIS AGREEMENT, made and entered into this 6th day of December, 2005, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	<small>, hereinafter called the State, and</small>
CONTRACTOR'S NAME Mountains Recreation and Conservation Authority		<small>, hereinafter called the Contractor.</small>

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance completion, and attach plans and specifications, if any.)

SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Mountains Recreation and Conservation Authority ("the grantee") a sum not to exceed \$130,000 (one hundred thirty

(Continued on following pages)

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY State Coastal Conservancy	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) Mountains Recreation and Conservation Authority
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Samuel Schuchat	PRINTED NAME AND TITLE OF PERSON SIGNING Joseph T. Edmiston, Executive Officer
TITLE Executive Officer	ADDRESS 570 West Avenue 26, Suite 100 Los Angeles, CA 90065

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 130,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Coastal Access California Beach	<i>Department of General Serv Use Only</i>	
FROM AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0-	OPTIONAL USE Lechuza Beach Acquisition			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 130,000.00	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	3760-301-0593(1) \$109,028.00	208	2004	04/05
	3760-301-0371(1) \$20,972.00			
	OBJECT OF EXPENDITURE (CODE AND TITLE) Public Access			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 		DATE 12/06/05		
<input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> STATE AGENCY <input type="checkbox"/> DEPT. OF GEN. SER. <input type="checkbox"/> CONTROLLER				

Verify that this grant agreement/contract name is exempt from Department of General Services approval

SCOPE OF AGREEMENT (Continued)

thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to prepare plans and studies necessary for the management of public access ("the plan" or "the project") for the Lechuza Beach area of the City of Malibu as shown in Exhibit 1, which is incorporated by reference and attached.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

TERM OF AGREEMENT (Continued)

This agreement shall run from its effective date through April 25, 2007 ("the termination date"), unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by March 31, 2007 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its October 26, 2000 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 1. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to final selection of a contractor, submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed \$0.34 per mile. The

COSTS AND DISBURSEMENTS (Continued)

Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Original invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. Written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

With each form, the grantee shall submit a supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.). The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final "Request for Disbursement" form.

Within thirty days of the grantee's compliance with this paragraph, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION AND FAILURE TO PERFORM

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing. If the Conservancy terminates the agreement prior to the completion of the project, the grantee shall take all reasonable measures to prevent further costs to the Conservancy, and the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

EARLY TERMINATION AND FAILURE TO PERFORM (Continued)

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this agreement.

INSURANCE

The grantee shall require each contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project. The Conservancy is not responsible for premiums or assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.