

**SANTA CLARITA WATERSHED RECREATION  
AND CONSERVATION AUTHORITY**

24255 The Old Road  
Newhall, California 91321  
(310) 589-3230 ext.122

**STANDARD AGREEMENT**

This agreement is made and entered into on this 14<sup>th</sup> day of February, 2007 between the SANTA CLARITA WATERSHED RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California established by joint powers agreement between the City of Santa Clarita and the Santa Monica Mountains Conservancy, through its Executive Officer Joseph T. Edmiston, and Riverside Land Conservancy, a California non-profit public benefit corporation, Contractor.

"SCWRCA" as used herein shall refer to the Santa Clarita Watershed Recreation and Conservation Authority.

"Contractor" as used herein shall refer to Riverside Land Conservancy.

SCWRCA and Contractor hereby agree to the following:

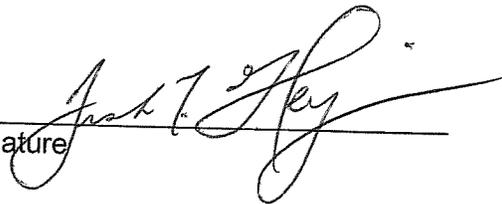
SCOPE OF WORK: Contractor shall develop a general concept plan and companion implementation strategy for land conservation in the east Santa Clarita/Soledad Canyon Area ("Project Area"), as described in Contractor's proposal attached hereto as Exhibit A.

Continued on the following two (2) pages:

**RIVERSIDE LAND CONSERVANCY**  
4075 Mission Inn Avenue  
Riverside, California 92501

**SANTA CLARITA WATERSHED RECREATION  
AND CONSERVATION AUTHORITY**

Signature



Frank Heyming  
President, RLC Board of Directors

Signature



Rorie Skei  
Deputy Executive Officer

**TERM OF AGREEMENT:** The term of this Agreement shall run from December 7, 2006 until September 1, 2007 unless previously terminated or extended. Prior to the completion date, either party may terminate this Agreement for any cause by providing the other party with thirty (30) days notice in writing. "Cause" is defined as a substantial default in performance.

In the event of termination by SCWRCA prior to the completion date, the Contractor agrees to take all reasonable measures to prevent further costs to SCWRCA under this Agreement, and SCWRCA shall be responsible for any reasonable and noncancellable obligation incurred by the Contractor in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that the Contractor terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Contractor shall be liable for repayment to SCWRCA of any amount paid by SCWRCA under this Agreement for which work has not been performed. SCWRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

**COMPENSATION:** Total compensation shall not exceed \$150,000.00. Contractor shall not incur additional expenses without the written prior approval of the Deputy Executive Officer. Invoices shall clearly indicate services under this contract.

**PAYMENT:** The following terms and conditions shall govern all progress payments:

1. Contractor shall submit Invoices for payment to SCWRCA for Work completed (individually, "Invoice" and collectively, "Invoices"), on or before the last day of each calendar month.
2. Each invoice shall be due and payable within thirty (30) days of receipt by SCWRCA.
3. If SCWRCA disputes any amount owed to Contractor as set forth in any Invoice, SCWRCA may decline to approve payment and may withhold payment in whole or in part if the amounts requested are disputed by SCWRCA in writing within seven (7) working days of receipt of such Invoice. If the Contractor and SCWRCA cannot agree on a revised amount, SCWRCA shall promptly issue payment for the undisputed amount.
4. If an Invoice is filled out incorrectly or incompletely or if there is any other defect or impropriety in an Invoice, SCWRCA shall so notify Contractor in writing, within seven (7) working days of the receipt of such Invoice. SCWRCA shall pay any and all amounts due under such Invoice promptly upon receipt of any necessary revisions by Contractor.

**CONDITIONS:**

1. Contractor agrees to indemnify, defend and save harmless SCWRCA, the City of Santa Clarita, the Santa Monica Mountains Conservancy, its officers, agents, employees, and if applicable the granting agency from all contractors,

subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract, provided that any such claim or loss: (a) is attributable to (i) bodily injury, sickness, disease or death, or (ii) injury to or destruction of tangible property; and (b) is caused by Contractor's gross negligence.

2. Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of SCWRCA.
3. SCWRCA Executive Officer shall appoint a project manager. Contractor shall contact the project manager if there are any questions or problems concerning this contract.
4. Without written consent of SCWRCA, this Agreement is not assignable by Contractor either in whole or part.
5. Contractor acknowledges that time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. Contractor, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court had been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code 10296).
8. Contractor agrees to provide SCWRCA with an executed Form 19 Nondiscrimination Compliance Statement, Exhibit B.
9. Contractor agrees that all terms and conditions apply to any sub-contractors retained.
10. Contractor agrees to provide SCWRCA with proof of Workman's Compensation Insurance.

Exhibit A- Contractor Proposal and Budget

Exhibit B- Form 19 Nondiscrimination Compliance Statement

**Exhibit A - Contractor Proposal and Budget**

**Park, Recreation and Land Conservation  
Concept Plan and Implementation Strategy  
For East Santa Clarita/Soledad Canyon Area**

General Project Description:

This project involves the development of a general concept plan and companion implementation strategy for land conservation in the east Santa Clarita/Soledad Canyon Area (“Project Area”). This plan will evaluate the following:

- Wildlife Corridors
- Trails
- Viewsheds/Visual Impacts
- River Corridor
- Community Separator/Greenbelt
- Disturbed Areas
- Interrelationships of the above factors and current City/County/SMMC Plans and planning efforts (i.e. One Valley, One Vision and pending General Plan update) and area wide development plans/potential.

In order to complete this planning effort, we envision the following process:

1. Start-up – The first task of the project involves an organizational and start-up meeting with all agencies and organizations participating in this effort (“project agencies”) to review timeframes, exchange information, and finalize, tasks, scope, and initial steps for moving forward.
2. Research
  - a. The Research phase of this project will involve reviewing and summarizing existing background information about the Project Area, including planning documents, wildlife studies, environmental reports, and others. We anticipate that this information will be provided to us by agencies and organizations involved in this effort.
  - b. Available information and GIS layers will be compiled into general base maps of the Project Area. We assume that the project agencies will be able to provide appropriate GIS layers for us to complete analyses, including agency ownerships, parcel base, trails, CAPP boundaries, etc..
  - c. Throughout this project, we will meet with public stakeholders and non-profit organizations that have an interest in the area to gather their input. The organizations that we anticipate meeting with include, but are not limited to, SCOPE, Friends of the Santa Clara River, and the CA Water Network. We anticipate that other organizations will be identified in the planning process by the project agencies and others.
  - d. Following the initial start-up meeting, we will set up ongoing meetings and potential field trips with public agencies that will

have a stake in this effort, including the City, County, Forest Service, SMMC, etc., to gather their input on their vision and ideas for the Project Area.

### 3. Concept Plan

- a. This task will include evaluating existing information about wildlife connections and the river corridor. Along the River, we will analyze and evaluate open space protection, restoration, recreation, and development potential, as well as the interrelationships between preservation and development. This analysis will be developed into an opportunities and constraints analysis.
- b. During this plan we will develop initial concepts for open space, and trails and trail connections, including connections to the Pacific Crest Trail, Vazquez Rocks Park, and the City of Santa Clarita and Los Angeles County's existing and proposed trail system.
- c. Mapping and GIS analysis of information gained in the above tasks, including proposed parkland, trails and trail connections, wildlife corridors, open space, viewsheds, visual analysis, and river corridor restoration and development, will provide inputs into the concept plan.

### 4. Implementation Strategy

- a. The above developed maps will provide information to help draft ideas for strategies to implement the proposed recommendations. Maps, strategies, and recommendations will be reviewed with stakeholders and project agencies before final development.
- b. Strategies for acquisition funding will also be developed, with input from participating agencies. In addition, we will research other available funding sources in order to have a complete picture about strategies for acquisition funding.
- c. We will develop an acquisition priorities model, using criteria developed with input from the agencies and stakeholders, to identify lands prioritized for conservation.
- d. We will initiate contact with numerous landowners to determine who is willing to sell, exchange, or donate land. Based on these initial contacts, we will incorporate this information to develop priorities for acquisition.

### 5. Initial Implementation

- a. Meetings with landowners/potential sellers – Once project agencies agree on priorities, we can expand our contact with landowners who may be interested in selling, exchanging, or donating land. Contact will be made on behalf of the Riverside Land Conservancy. During this project, we anticipate having

ongoing contact with landowners, in order to develop 2-3 acquisition projects to maturity for public acquisition and protection. Such acquisition development may include the provision of appraisals and preliminary title reports.

6. Report

- a. We will create a simple report outlining our analyses, findings, recommendations, concepts and strategies, including created maps.
- b. Said report will include parcel specific information to the greatest extent possible.

**East Santa Clarita/Soledad Canyon Area  
Park, Recreation, and Land Conservation Concept Plan and Implementation Strategy**

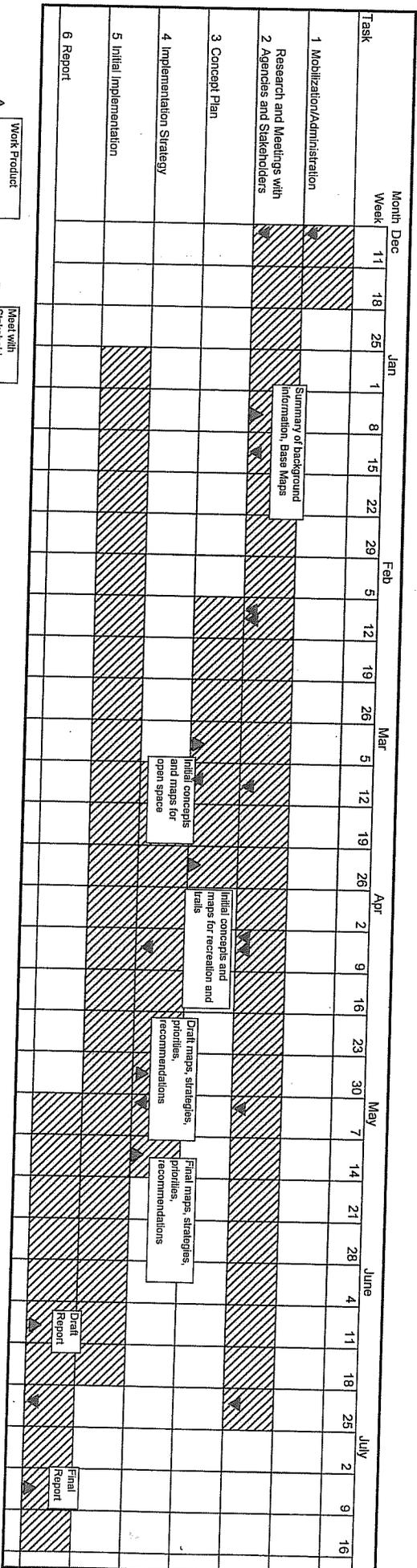
**Proposed Scope of Work**

Task	Detail	TDG Hours					RLC	Total
		PD	KW	MD	AA	Admin	GE	
<b>1 Mobilization/Administration</b>								
1.1	Meet with City, County, SMMC, Vulcan Staff finalize timeline, project scope, and priorities	8	8		8			24
1.2	Approach Refinement & Internal Coordination	2	4	2	2	2	2	14
1.3	Ongoing Project Administration	6	16					22
<b>Total Task 1 Hours</b>		<b>16</b>	<b>28</b>	<b>2</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>60</b>
<b>Total Task 1 Cost</b>		<b>\$2,960</b>	<b>\$4,200</b>	<b>\$230</b>	<b>\$850</b>	<b>\$110</b>	<b>\$170</b>	<b>\$8,520</b>
<b>2 Research and Meetings with Agencies and Stakeholders</b>								
2.1	Review and Summarize existing background information provided by agencies	4	12		40	4		60
2.2	Compile GIS layers provided by agencies and generate base maps	4	4	30	10			48
2.3	Work with agencies to identify public stakeholders		2		2			4
2.4	Review information about public stakeholders	2	2		4			8
2.5	Ongoing meetings with agencies and VMC, including field trips to gain input (Assume 6 mtgs, w/2 field visits)	40	40		32	4		116
2.5	Meetings with Public Stakeholders (Assume 2 days of meetings + prep time, and follow-up)	20	32	16	22	8		98
<b>Total Task 2 Hours</b>		<b>70</b>	<b>92</b>	<b>46</b>	<b>110</b>	<b>16</b>	<b>0</b>	<b>334</b>
<b>Total Task 2 Cost</b>		<b>\$12,950</b>	<b>\$13,800</b>	<b>\$5,290</b>	<b>\$9,350</b>	<b>\$880</b>	<b>\$0</b>	<b>\$42,270</b>
<b>3 Concept Plan</b>								
3.1	Evaluate and analyze existing information, incl. restoration, recreation, and development potential	4	10		10			24
3.2	Develop initial concepts and opportunities and constraints for open space, city greenbelt, wildlife corridors, restoration and development areas, and trails and trail connections	4	16		24			44
3.3	GIS Analysis and Mapping	2	4	30	10			46
<b>Total Task 3 Hours</b>		<b>10</b>	<b>30</b>	<b>30</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>114</b>
<b>Total Task 3 Cost</b>		<b>\$1,850</b>	<b>\$4,500</b>	<b>\$3,450</b>	<b>\$3,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,540</b>
<b>4 Implementation Strategy</b>								
4.1	Develop draft ideas for strategies for implementation, incl. purchase and funding, swaps, donations	2	4		4			10
4.2	Develop strategies for acquisition funding, incl. meeting with potential funding agencies.	4	8		8			20
4.3	Initiate landowner contact	8	8		12	4		32
4.4	Develop acquisition priorities with GIS model	4	8	20	8			40
4.5	Review draft maps, strategies, priorities, and recommendations with Stakeholders and Agencies	12	12					24
4.6	Finalize maps, strategies, recommendations, and priorities	4	8	10	8			30
<b>Total Task 4 Hours</b>		<b>34</b>	<b>48</b>	<b>30</b>	<b>40</b>	<b>4</b>	<b>0</b>	<b>156</b>
<b>Total Task 4 Cost</b>		<b>\$6,290</b>	<b>\$7,200</b>	<b>\$3,450</b>	<b>\$3,400</b>	<b>\$220</b>	<b>\$0</b>	<b>\$20,560</b>
<b>5 Initial Implementation</b>								
5.1	Set up meetings with landowners		4			4	4	12
5.2	Meet with landowners and negotiate purchases and donations	40	40		10		10	100
5.3	Bring 2 - 3 acquisition projects to maturity for public purchase	10	20	6	20	8	20	84
<b>Total Task 5 Hours</b>		<b>50</b>	<b>64</b>	<b>6</b>	<b>30</b>	<b>12</b>	<b>34</b>	<b>196</b>
<b>Total Task 5 Cost</b>		<b>\$9,250</b>	<b>\$9,600</b>	<b>\$690</b>	<b>\$2,550</b>	<b>\$660</b>	<b>\$2,890</b>	<b>\$25,640</b>
<b>6 Report</b>								
6.1	Draft Simple Overview Report	4	20	16	60	4		104
6.2	Review Report with Agencies	8	8					16
6.3	Finalize Simple Overview Report	2	10	8	30	4		54
<b>Total Task 6 Hours</b>		<b>14</b>	<b>38</b>	<b>24</b>	<b>90</b>	<b>8</b>	<b>0</b>	<b>174</b>
<b>Total Task 6 Cost</b>		<b>\$2,590</b>	<b>\$5,700</b>	<b>\$2,760</b>	<b>\$7,650</b>	<b>\$440</b>	<b>\$0</b>	<b>\$19,140</b>
<b>Hourly Billing Rates</b>		<b>\$185</b>	<b>\$150</b>	<b>\$115</b>	<b>\$85</b>	<b>\$55</b>	<b>\$85</b>	
<b>Total Project Hours</b>		<b>194</b>	<b>300</b>	<b>138</b>	<b>324</b>	<b>42</b>	<b>36</b>	<b>1034</b>
<b>Total Project Cost</b>		<b>\$35,890</b>	<b>\$45,000</b>	<b>\$15,870</b>	<b>\$27,540</b>	<b>\$2,310</b>	<b>\$3,060</b>	<b>\$129,670</b>
<b>Reimbursable Expenses</b>								
	Travel: Air, Mileage, overnight accommodations, etc.							\$ 10,800
	Document/CD production, printing, maps, copying (assumes 5 hard copies of final report*)							\$ 1,925
	Telephone, Fax, Mail Expenses							\$ 102
	Appraisals, Preliminary Title Reports, etc.							\$ 7,500
<b>Total Reimbursable Expenses</b>								<b>\$ 20,327</b>
<b>Proposed Total</b>								<b>\$149,997</b>

PD	Pete Dangermond, President	*Additional copies of report can be provided at cost.
KW	Karin Winters, Senior Associate	We will also provide 1 camera ready copy and 5 complete
MD	Michael Dangermond, GIS Mgr.	electronic versions of report on CD.
AA	Angela Avery, Associate	

# East Santa Clarita/Soledad Canyon Area Park, Recreation, and Land Conservation Concept Plan and Implementation Strategy

## Projected Timeline



Work Product  
 Meet with Agencies  
 Meet with Stakeholders

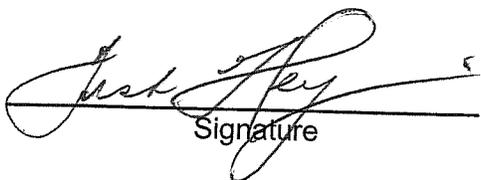
**Exhibit B - Form 19 Nondiscrimination Compliance Statement**

1. During the performance of this contract, the recipient, Contractor shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Contractor, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_ (Company Name), hereinafter referred to as "prospective Contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title II, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I \_\_\_\_\_ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification executed on \_\_\_\_\_ (Date) in the county of (County) is made under the penalty of perjury under the laws of the State of California.

  
Signature

  
Title