



CITY OF GLENDALE, CALIFORNIA
REPORT TO THE:

Joint City Council Housing Authority Successor Agency Oversight Board

August 27, 2019

AGENDA ITEM

Report: Glendale-Los Angeles Garden River Bridge Project.

1) Resolution of Appropriation

COUNCIL ACTION

Public Hearing Ordinance Consent Calendar Action Item Report Only

Approved for August 27, 2019 calendar

ADMINISTRATIVE ACTION

Submitted by:
Yazdan T. Emrani, P.E., Director of Public Works

Signature

Onnig Bulanikian, Director of Community Services & Parks

Prepared by:
Armen Avazian, P.E., Senior Civil Engineer

Approved by:
Yasmin K. Beers, City Manager

By

Reviewed by:
Edward G. Hitti, P.E., Assistant Director of Public Works/City Engineer

Sarkis Oganesyian, P.E., Principal Civil Engineer

Michael J. Garcia, City Attorney

Michele Flynn, Director of Finance

for

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RECOMMENDATION

It is respectfully recommended that the City Council approve the attached Resolution of Appropriation to appropriate \$18,750,000 from State Grants, CIP Reimbursement Fund, Account No. 32610-4090 to the CIP Reimbursement Fund, Public Works Projects, Glendale-LA Garden River Bridge Project, Account No. 4090-PWD-0020-P0000-T0000-F0000-0000-0000, PWD00166AG-CONSTRUCT-0000.

BACKGROUND/ANALYSIS

The Glendale Narrows Riverwalk (Riverwalk) site is located on the north bank of the Los Angeles River opposite from Griffith Park. This unique community resource increases access to the Los Angeles River and Griffith Park, improves connections, and increases the safety of paths used for bicycling and walking. Riverwalk also provides a gateway to the Grand Central Creative Campus, River Glen Opportunity Area, and the San Fernando Creative Corridor.

The Riverwalk Project is divided into three phases. Phase 1 of the Riverwalk Project included a half mile of recreational trail for bicyclists and pedestrians, an equestrian facility, interpretive signage, extensive landscaping with native plants, and a major improvement of the character of the riverfront area. The construction of Phase 1 was completed in December 2012.

Phase 2 of the Riverwalk Project included one small park, construction of the remainder of the recreational trail, and a bridge crossing over a drainage culvert. Construction work was funded by a Proposition 84 Grant, Measure R funds, DIF funds, and Gas Tax monies. The construction of Phase 2 was completed in October 2018.

Phase 3, otherwise known as the Glendale-Los Angeles Garden River Bridge Project, includes the planning, development, design, and construction of a 320-foot curvilinear concrete or concrete and steel bridge with concrete substructure planking and two piers in the river, safety railings, trash cans, pet waste stations, interpretive signs, pedestrian safety lighting, and access gates.

After the completion of the construction of Phase 3, the entire project will provide approximately one mile of recreational trail for bicyclists and pedestrians, with associated parks, rest areas, river overlooks, an equestrian facility, interpretive signage, a public art project, and potentially two bridges connecting Riverwalk to Griffith Park and/or North Atwater, thus significantly improving the present character of the river frontage in this area. The project will extend from the City limits near the intersection of Garden Street and Paula Avenue to the confluence of the Los Angeles River and the Verdugo Wash, adjacent to the 134 Freeway (the entire length of Glendale's Los Angeles River frontage).

On March 18, 2014, Council authorized the City Manager to enter into a consultant agreement with Atkins for the design of the completion of the Riverwalk and the planning of the potential future bridges over the Los Angeles River and the Verdugo Wash.

On September 11, 2014, Atkins, Public Works Department, and the Community Services and Parks Department hosted the first of three community workshops. The first workshop was to solicit the public's input on bridge locations to augment the prior 2011 Riverwalk Master Plan study, and insights on the bridge design, style and function. Over 70 participants attended the workshop.

On October 29, 2014, the second meeting, with over 50 participants, was held to confirm the Flower Plaza as the preferred location of the Los Angeles River Bridge and to present site specific conceptual bridge designs for public input. Prior to the meeting, over 30 participants attended a project walk. At the end of the meeting, participants chose their preferred options.

Between the second and third workshops, staff worked with the consultant to further develop the two most preferred options to include the amenities most desired by the public. The Garden Bridge, the most preferred option, was then further developed for the final workshop.

On Thursday, December 11, 2014, the third and final workshop was held, with over 40 participants. The first part of the workshop was a presentation of the Riverwalk extension (Phase 2), which includes two new parks – Flower Plaza (adjacent to the intersection of Flower Street and Fairmont Avenue) and Confluence Park (at the confluence of the Verdugo Wash and Los Angeles River). The second part of the workshop was a presentation on the Los Angeles River pedestrian/bicycle bridge.

Prior to the Community Meetings, our public outreach consultant Katherine Padilla & Associates (KPA) implemented various public engagement strategies, including stakeholder education and involvement targeting elected officials, the business community, and members of neighborhood associations, recreational, environmental, community-based organizations, as well as other interested persons. KPA conducted the following outreach:

- Announcements at Glendale City Council and at board meetings of community organizations in Glendale and the neighborhoods of Griffith Park/Los Feliz and Atwater Village. Flyers were also distributed;
- Flyers distributed at public counters in adjacent Los Angeles neighborhoods and throughout the City of Glendale;
- E-mails notifying community members of the meetings;
- Phone calls to key stakeholders representing community organizations requesting that flyers and meeting notices be forwarded to organizations' members and placed on websites for wider promotion; and
- Press release for City of Glendale to disseminate to media outlets.

Comments from the previous meetings were incorporated into each successive meeting, including email and telephone correspondences. The public was encouraged to attend any and all meetings to provide additional input before the study was finalized and delivered to City policymakers. It was made clear to the public that the purpose of the bridge workshops was to solicit the amenities they would value in a bridge and that the preferred bridge option selected would be used to obtain grant funding. The public was also informed that the final bridge constructed, may change dramatically due to outside agency constraints, including permitting through the Army Corps of Engineers, Los Angeles County, and City of Los Angeles technical and engineering constraints, and the ability to obtain grant funding.

Garden River Bridge (crossing Los Angeles River)

The Garden River Bridge was the preferred alternative through the Community Workshops. It consists of a two-span curvilinear structure with two canopied seating areas. The seating areas and views of the river offer a continuation of the parks on the Glendale and Los Angeles sides of the river, with the canopies providing shading and space to enjoy the river environment. It is maybe possible to have solar paneling or planting over the canopies. Lighting will be incorporated to enhance the user experience and make the structure a landmark viewed from the parks or the adjacent freeways.

The Garden River Bridge will be an extension of the Riverwalk parks and provide a space for users on the bridge to enjoy the river. Two planted seating areas in large overlook areas are featured, offering views of the river. The curves in the bridge add to this experience.

On March 3, 2015, Council passed a Motion approving the concepts for the Glendale Narrows Riverwalk Phase 2 and the preliminary Los Angeles River bridge design (Phase 3). Council also directed staff to submit grant applications to fund the continuation of design, construction documents and construction of the bridge.

On June 5, 2017, California voters approved Proposition 68, which authorized \$4 billion in general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects and flood protection projects. \$20 million was earmarked for Glendale's Los Angeles River Bridge project (Riverwalk Phase 3). The funds are administered by the California Natural Resources Agency (CNRA).

On November 27, 2018 the City Council approved a resolution for the application for grant funds for the Glendale-Los Angeles Garden River Bridge Project.

On July 24, 2019, the City received the fully executed Grant Agreement Number R31857-0 in an amount not to exceed \$18,750,000.00 for the Glendale-Los Angeles Garden River Bridge Project.

Next Steps

1. Identify, notify, and coordinate with all entities with jurisdiction (Army Corp of Engineers, Los Angeles County, City of Los Angeles) to establish the following:
 - a. Accurate site controls/Land Tenure
 - b. Operations and Maintenance Agreements
 - c. Project Permitting and Approval Requirements/Procedures/Timelines/Challenges
 - d. Environmental Compliance with the California Environmental Quality Act (CEQA), Division 13
2. Issue a Request for Proposals for design services to establish a working set of plans, specifications, and estimates;
3. Complete supporting documents and fully execute a Funding Agreement with Metro for Proposition C funds;
4. Complete supporting documents and fully execute a Funding Agreement with Metro for Measure R Sub-Regional Highway matching funds to Prop C funds;
5. Advertise the project and award the construction contract or design-build contract; and
6. Manage the construction of the project to completion.

The implementation schedule for this project is estimated to be as follows:

Activity Description	Timeline
<i>Project Approval and Environmental Documents:</i>	
Agency Coordination	December 2019
Submit final Property Data Sheet and Assessor's Parcel Map to State	December 2019
Submit Adequate Site Control and Land Tenure documents to State	December 2019
Submit Operation and Maintenance Agreement between City of Glendale and City of Los Angeles	December 2019
Submit Project Permit/Approval Status document to State	December 2019
Preliminary Design	December 2019
RFP for environmental consultant	July 2019-October 2019
Environmental Consultant Preliminary Report	November 2019- November 2020
Environmental Clearance	December 2020-April 2021
Submit final CEQA documents to State	May 2021

<i>Plans, Specifications and Estimates:</i>	
RFP for design consultant	May 2021-August 2021
Submit final site design/plans/specifications to State	October 2024-February 2025
Submit final cost estimate to State per final site design	October 2024-February 2025
<i>Construction:</i>	
Advertise Bids/Bid Opening, Award Contract and Certify	March 2025-July 2025
Begin mobilization and construction	August 2025-February 2028
Submit evidence of signage	August 2025-February 2028
Record deed restriction; submit project closeout package with final payment request to State	July 2028

Environmental Review

A Mitigated Negative Declaration was completed for the project and the Notice of Determination was filed with Los Angeles County on September 26, 2014. Investigating the environmental aspects of the bridge design and determining the appropriate statutory category for the project will begin upon the appropriation of Proposition 68 funds by City Council. This will then be followed by ensuring environmental compliance with CEQA for design and construction of the Garden River Bridge.

FISCAL IMPACT

The Glendale-Los Angeles Garden River Bridge project will have no impacts to the City's General Fund. The total project cost is approximately \$31 million. The cost of current planning, design, and construction efforts will be funded by \$3 million in Metro Proposition "C" funds, \$9 million in Measure R Sub-Regional Highway funds, and \$18.75 million earmark of Proposition 68 funds. Furthermore, there has been an additional \$800,000 of Proposition 68 funds allocated in the Fiscal Year 2019-20 State Budget.

Upon Council approval, \$18,750,000 will be appropriated from State Grants, CIP Reimbursement Fund, Account No. 32610-4090 to the Construction, CIP Reimbursement Fund, Public Works Projects, Glendale-LA Garden River Bridge Project, Account No. 52100-4090-PWD-0020-P0000-T0000-F0000-0000-0000, PWD00166AG-CONSTRUCT-0000.

A resolution of appropriation for the remaining of the funding from the different funding sources, as well as the additional Proposition 68 funds will be brought before Council at a later date when the funding agreements and amendments are executed with the other funding agencies.

At the end of each quarter, staff will submit an invoice to the proper funding agencies for work completed by staff. In turn, each funding agency will reimburse the City for its expenses.

ALTERNATIVES

The alternatives related to the proposed Resolution are as follows:

- Alternative 1:** **Approve the attached Resolution.** Staff can begin preliminary design and environmental study phase of the Garden River Bridge.
- Alternative 2:** **Do not approve the attached Resolution.** Staff will have to relinquish all grant funds back to each funding agency.
- Alternative 3:** **New Alternative.** The City Council may consider any other alternative not proposed by staff.

EXHIBITS

Exhibit 1: Project Location Map

RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE
MAKING AN APPROPRIATION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:

SECTION 1: That the sum of \$18,750,000 is hereby appropriated and/or transferred from the following accounts to the following accounts:

ACCOUNTS	DESCRIPTION	FROM	TO
32610-4090-PWD-0020-P0000-T0000-F0000-0000-0000	State Grants, CIP Reimbursement, Public Works Department, Projects	\$18,750,000	
52100-4090-PWD-0020-P0000-T0000-F0000-0000-0000-PWD00166AG	Construction, CIP Reimbursement, Public Works Department, Projects		\$18,750,000

To appropriate funds for the Glendale-Los Angeles Garden River Bridge project.

SECTION 2: The Director of Finance is authorized to make such other revisions, individual appropriation line-items, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the changes specified in this resolution.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

Adopted this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk



CITY OF GLENDALE
DATE 8/15/2019
APPROVED AS TO FINANCIAL
PROVISION FOR \$ 18,750,000

for [Signature]

Director of Finance

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF GLENDALE)

I, Ardashes Kassakhian, City Clerk of the City of Glendale, do hereby certify that the foregoing Resolution No. _____ was adopted by the Council of the City of Glendale, California, at a regular meeting held on the _____ day of _____, 2019, and that the same was adopted by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

APPROVED AS TO FORM _____

City Clerk

[Signature]
CITY ATTORNEY

DATE 8/21/19

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July 24, 2019

Mr. Sarkis Oganessian
Principle Civil Engineer
City of Glendale
Department of Public Works
613 East Broadway, Room 205
Glendale, CA

Re: Proposition 68- Specified Grant Program
Glendale-LA Garden River Bridge Project

Dear Mr. Oganessian:

Enclosed is your copy of the fully executed Grant Agreement number R31857-0 in an amount not to exceed \$18,750,000.00 for the Glendale-LA Garden River Bridge Project. Please distribute copies within your organization as appropriate.

Careful review of this Grant Agreement, the Grant Guidelines and associated forms and documents located on our website (<http://resources.ca.gov/grants/project-administration-forms/>) is critical to ensure your compliance with the grant program requirements. These documents contain important information regarding your reporting obligations, how to correctly request payments to avoid delays and other pertinent information. The section in your Grant Agreement titled Special Provisions may contain additional restrictions on the availability of your grant funds and should be given special attention.

We look forward to working with you in the coming months. Should you have any questions, please do not hesitate to contact me at (916) 651-7590 or via email at Larelle.Burkham-Greydanus@resources.ca.gov.

Sincerely,

Larelle Burkham-Greydanus
Grants Administrator
Bonds and Grants

Enclosures: 1

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: City of Glendale
PROJECT TITLE: Glendale-LA Garden River Bridge
AUTHORITY: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
PROGRAM: California River Parkways Grant Program – Proposition 68
AGREEMENT NUMBER: R31857-0
TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form
PROJECT PERFORMANCE PERIOD IS: May 1, 2019 to May 31, 2022

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed \$18,750,000.00 (or project costs, whichever is less)

APPROVED AS TO FORM
 SR. ASST. CITY ATTORNEY
 DATE 5-23-19

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

CITY OF GLENDALE

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

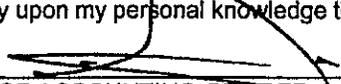
By 
 Title City Manager
 Date 5/23/19

By 
 Title Assistant Secretary
 Date 6/27/19

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$18,575,000.00 \$ 175,000.00 <u>\$18,750,000.00</u>		R31857-0		6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018			
ADJ. INCREASING ENCUMBRANCE				FI\$Cal PO Number			
\$0.00							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$0.00		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER	ALT ACCOUNT	
\$0.00		101 101	6088 605100001	2018 2008	5432000 5432000	00000000 0000000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320 9990000	0540 0540	0540R318570 0540R318570	31862 30540	05400001 05400001	31862 30540	B7392 B0362	2018 2017 2018

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER 

DATE 6/27/19

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: The City of Glendale
Project Title: Glendale-LA Garden River Bridge Project
Agreement Number: R31857-0
Authority: California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018
Program: California River Parkways Grant Program – Proposition 68

PROJECT DESCRIPTION

Construct an approximately 320-foot long curvilinear, 14-foot wide box-girder bridge for pedestrian and bicycle crossing at the Los Angeles River which closes the gap between the City of Glendale and Los Angeles regional trail systems.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for the acquisition of land for river parkways or for the restoration, protection and Development of river parkways in accordance with the provisions contained in the California River Parkways Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds. Size, location and number of signs shall be approved by the State.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.
3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2022**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the River Parkways Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than May 1, 2022.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

River Parkway projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Grantee Name: City of Glendale
Project Title: Glendale - LA Garden River Bridge Project
Agreement Number: R31857-0
Project Location: Glendale Narrows Riverwalk at Flower Plaza next to intersection of Flower Street and Fairmont Avenue

Project Scope:

Construct an approximately 320-foot long curvilinear, 14-foot wide box-girder bridge for pedestrian and bicycle crossing at the Los Angeles River which closes the gap between the City of Glendale and Los Angeles regional trail systems. Grant project elements are designated in the list below.

Construct approximately:

- 320-foot curvilinear concrete or concrete and steel bridge with concrete substructure planking and two piers in the river.

Install approximately:

- 720 ft of safety railings;
- 6 trash cans;
- 3 pet waste stations at specified intervals throughout the bridge;
- Four interpretive signs guiding you to and from each respective City;
- Twelve pedestrian safety lighting throughout bridge;
- Two bridge-access gates at each respective City entrance/exit.

Public may access the site via the Glendale Narrows Riverwalk in the City of Glendale and in the City of Los Angeles, via the LA River Bike Path adjacent to North Zoo Drive and Ferraro Fields soccer complex.

EXHIBIT A

Project Schedule:

Activity Description	Timeline**
Project Approval and Environmental Documents:	
Agency Coordination	Mar-Jul 2019
Submit final Property Data Sheet and Assessor's Parcel Map to State	May 2019
Submit Adequate Site Control and Land Tenure documents to State	Jun 2019
Submit Operation and Maintenance Agreement between City of Glendale and City of Los Angeles	Jul 2019
Submit Project Permit/Approval Status document to State	Jul 2019
Preliminary Design	Dec-May 2019
RFP for environmental consultant	May 2019-Oct 2019
Environmental Consultant Preliminary Report	Nov 2019-Nov 2020
Environmental Clearance	Dec 2020-Apr 2020
Submit final CEQA documents to State	May 2021
Plans, Specifications and Estimates:	
RFP for design consultant	May 2021-Aug 2021
Submit final site design/plans/specifications to State*	Oct 2024-Feb 2025
Submit final cost estimate to State per final site design	Oct 2024-Feb 2025
Advertise Bids/Bid Opening, Award Contract and Certify	Mar 2025-Jul 2025
Begin mobilization and construction	Aug 2025-Feb 2028
Submit evidence of signage	Aug 2025-Feb 2028
Record deed restriction; submit project closeout package with final payment request to State	July 2028

All projects must comply with Governor's Executive Order B-37-16 as applicable and in accordance with restrictions imposed by the local jurisdiction.

*Plant establishment reimbursed by the grant not to exceed two (2) years

**Subject to reappropriation of Prop 68, the performance period of the grant agreement may be extended beyond May 31, 2022 if necessary.

Cost Estimate: See Exhibit A-1

CITY OF GLENDALE - COST ESTIMATE GLENDALE - LA GARDEN RIVER BRIDGE PROJECT				
Description	Total Project Costs*	River Parkways Proposition 68 Specified Grant **/**	Proposition C Funds	Measure R Sub-Regional Funds
Non-Construction / Project Management Costs***				
Staff Time (Design Administration)	\$200,000	\$200,000	\$0	\$0
Staff Time (Project Management)	\$325,000	\$325,000	\$0	\$0
Consultants	\$2,500,000	\$0	\$2,500,000	\$0
Permit Costs	\$250,000	\$0	\$250,000	\$0
Staff Time (Project Management for CEQA Compliance)	\$300,000	\$300,000	\$0	\$0
Consultants for CEQA Compliance	\$710,000	\$710,000	\$0	\$0
Community Access (not to exceed 5% of grant)	\$250,000	\$0	\$250,000	\$0
Subtotal (not to exceed 25% of grant amount)	\$4,535,000	\$1,535,000	\$3,000,000	\$0
Construction				
Implementation - Applicant***				
Labor for Site Inspection	\$1,250,000	\$0	\$0	\$1,250,000
Labor for Construction Project Management	\$825,000	\$0	\$0	\$825,000
Subtotal	\$2,075,000	\$0	\$0	\$2,075,000
Bridge Structure				
Bridge (320' X 14'; box-girder structure; safety railings; safety lighting; access gates; trash receptacles/pet waste stations; interpretive signs)	\$15,650,000	\$15,650,000	\$0	\$0
Shaded Seating/Viewing Pods and Benches	\$2,760,000	\$0	\$60,000	\$2,700,000
Curvilinear Planter with seating area	\$200,000	\$0	\$0	\$200,000
Bridge Planting; Plant Establishment; Signing and Striping	\$100,000	\$0	\$0	\$100,000
Los Angeles Land Area				
Bridge Landing in LA (realign bike path, retaining walls, modify plantings, ADA Access Ramp/Stairs, Ped Crossing to Ferraro Fields)	\$2,000,000	\$0	\$0	\$2,000,000
Glendale Landing Area				
Bridge Landing in Glendale (realign Riverwalk path at bridge landing, construct retaining walls for landing, modify existing Riverwalk plantings/handrail/pavement at landing)	\$1,250,000	\$0	\$0	\$1,250,000
Construction Subtotal	\$21,960,000	\$15,650,000	\$60,000	\$6,250,000
Contingency (not to exceed 10% of grant amount)	\$2,511,500	\$1,565,000	\$9,000	\$937,500
GRAND TOTAL	\$31,081,500	\$18,750,000	\$3,069,000	\$9,262,500

*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

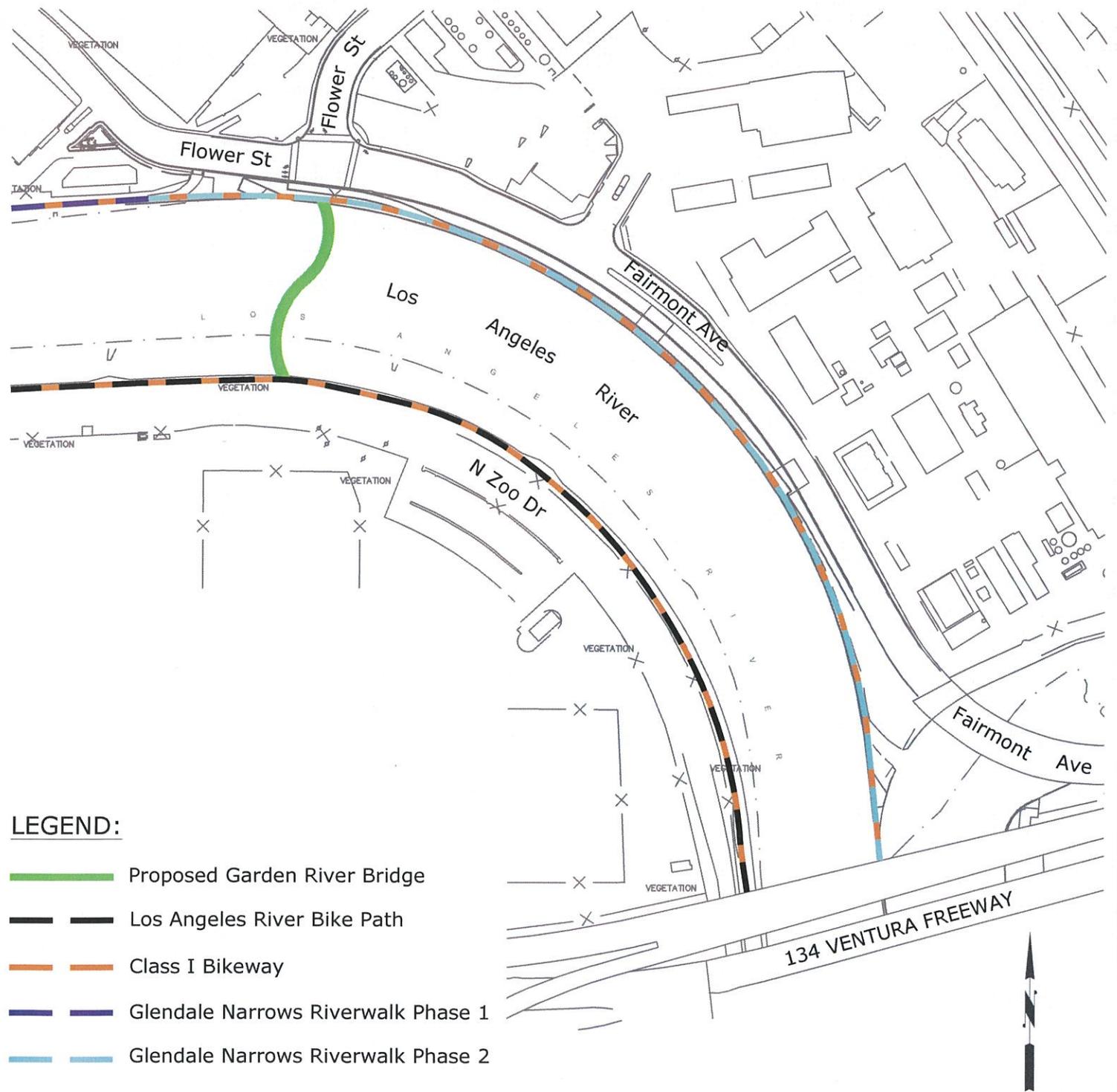
**Subject to reappropriation of Prop 68, the performance period of the grant agreement may be extended beyond May 31, 2022 if necessary.

***Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

Proposition 68 Specified River Parkways

City of Glendale

Glendale-Los Angeles Garden River Bridge Project



LEGEND:

- Proposed Garden River Bridge
- Los Angeles River Bike Path
- Class I Bikeway
- Glendale Narrows Riverwalk Phase 1
- Glendale Narrows Riverwalk Phase 2



EXHIBIT 1: PROJECT LOCATION MAP