

# APPROVED

July 18 2021

## BOARD REPORT

## BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 24-150

DATE July 18, 2024

C.D. 8

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MEASURE A – AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR 11<sup>th</sup> AVENUE PARK PLAYGROUND REPLACEMENT PROJECT AND TO ACCEPT GRANT FUNDS IF AWARDED

B. Aguirre \_\_\_\_\_

C. Santo Domingo \_\_\_\_\_

B. Jones \_\_\_\_\_

C. Stoneham \_\_\_\_\_

M. Rudnick \_\_\_\_\_

\*N. Williams NDW

*9/ki*

\_\_\_\_\_  
General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

If Approved: Board President \_\_\_\_\_

Board Secretary *Rosario Sarden*

### RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to submit a grant application as detailed in Attachment No. 1 to County of Los Angeles Regional Park and Open Space District (RPOSD) under the Measure A Category 1 and Category 2 Annual Allocation Program for the replacement of the 11<sup>th</sup> Avenue Park Playground (Project);
2. Authorize the General Manager to accept the Grant funds for the Project, if awarded, and execute the attached grant agreement with substantially the same terms and conditions as set forth in Attachment No. 2 of this Report, for the grant amount, scope, and the grant performance period for the Project, subject to the approval of the Mayor and City Council pursuant to Section 14.6(c) of the Los Angeles Administrative Code and approval as to the form of the grant agreement by the City Attorney;
3. Approve the resolution attached as Attachment No. 3 to this Report and recommend City Council adopt such Resolution for the Project;
4. Direct RAP as the designated Grant Administrator for the Measure A Grant Program to submit this request to the L.A. For Kids Steering Committee in accordance with City Council instructions (Council File 18-0611) and to the Mayor and City Council for approval pursuant to Section 14.6(c) of the Los Angeles Administrative Code; and
5. Authorize RAP staff to make any technical adjustments to the Grant application as necessary to carry out the intent of this Report.

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### SUMMARY

RAP staff requests the Board of Recreation and Park Commissioners (Board) to authorize the submission of a grant application for Five Hundred Thousand Dollars (\$500,000) under RPOSD's Measure A Category 1 and 2 Annual Allocation Program for the 11<sup>th</sup> Avenue Playground Replacement Project located at 6116 11th Avenue, Los Angeles, CA 90043.

Scope of Work: Purchase and install playground equipment and poured-in-place resilient surfacing.

RAP anticipates the grant award to be received by late Fall 2024. Measure A Category 1 and Category 2 grant funding does not require matching funds. RAP requests advanced authorization to execute the grant agreement because, if awarded, RAP only has a 16-day deadline to execute the grant agreement per RPOSD grant guidelines.

RAP has a donation agreement with the Los Angeles Neighborhood Land Trust (LANLT) that allows LANLT to develop improvements at 11<sup>th</sup> Avenue Park using Prop 68 Round 4 Statewide Park Development and Community Revitalization Program grant funds (Board Report 21-037). The Measure A funded playground replacement is separate from these improvements.

### BACKGROUND

In 2016, Los Angeles County (County) voters approved Measure A, which provides the City of Los Angeles formula-based annual allocations for capital improvement projects under Community-based Park Investment Program (Category 1) and Neighborhood Parks, Healthy Communities, & Urban Greening Program (Category 2); competitive grants for capital improvement projects and recreational access programs under Natural Lands, Local Beaches, Water Conservation and Protection (Category 3); Regional Recreation Facilities, Multi-use Trails and Accessibility (Category 4); and additional competitive grants for Youth and Veteran Job Training and Placement (Category 5) as well as an Implementation, Operations and Oversight Category. Additional annual allocations are available under a Maintenance and Servicing Program to offset Proposition A and Measure A funded capital projects. Funding through the Measure A grant program will be generated in perpetuity through the collection of a parcel tax. In October 2018, City Council designated the L.A. For Kids Steering Committee as the administering entity for Measure A with RAP serving as the Grant Administrator (Council File 18-0611).

### TREES AND SHADE

The playground replacement will not have any impact on the existing trees and shade at 11<sup>th</sup> Avenue Park.

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### ENVIRONMENTAL IMPACT

Staff found that there is not enough detail to provide a meaningful environmental analysis of the proposed Project and will return to the Board with a recommendation pursuant to the California Environmental Quality Act (CEQA) when the Project comes to the Board for final approval.

### FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund in applying for Measure A Category 1 and 2 Annual Allocation funds.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 3:** Create and Maintain World Class Parks and Facilities

**Result:** Measure A Program will fund the replacement of a playground at 11<sup>th</sup> Avenue Park

This Report was prepared by Yumi Sangen, Senior Management Analyst I, and reviewed by Steven Tran, Senior Management Analyst II, and Sondra Fu, Chief Management Analyst, Finance Division.

### LIST OF ATTACHMENTS

- 1) Measure A Project Scope and Budget
- 2) Measure A Grant Agreement
- 3) Measure A Resolution

CD	Proposed Parks	Project Location	Proposed Project Scope	Study Area Name	Study Area ID	High and/or Very High Needs Study Area	Grant Performance Period	Measure A Grant Request	Other RAP Funding*	Total Projected Project Cost
8	11th Avenue Park	6116 11th Avenue, Los Angeles, CA 90043	Purchase and install playground equipment and poured-in-place resilient surfacing	Baldwin Hills - Leimert - Hyde Park	83	Yes	Term to end 5 years from the start of the grant agreement	\$ 500,000	\$ -	\$ 500,000
<b>TOTAL</b>								<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)**

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation  
Measure (Measure A), approved by voters on November 8, 2016

**GRANT AGREEMENT**

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Grant Number:

Project Title:

Grant Award Amount:

Project Summary:

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**PARTIES TO AGREEMENT**

Grantor

Los Angeles County  
Regional Park and Open Space District  
1000 South Fremont Avenue, Unit #40  
Building A-9 East, Ground Floor  
Alhambra, CA 91803

Grantee

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**RECITALS**

The Grantee listed below (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”) do hereby enter into this Grant Agreement (“Agreement”), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

**SPECIAL PROVISIONS:**

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)**  
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**INTERPRETATION**

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

**WORK**

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

**GOOD STANDING POLICY**

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

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**DEED RESTRICTION**

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

**COMMUNITY ENGAGEMENT**

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

**BONDING POLICY**

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee's Good Standing.

**A. Definitions**

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.

## LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
  - a) Identification of the applicant organization and a sentence or two about its credibility to provide park projects;
  - b) a sentence or two explaining the issue, problem or need for the project;
  - c) a brief statement of the expected measurable outcome(s) that the project will produce;
  - d) one or two sentences describing the methods to be utilized to achieve the outcome(s).
7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

#### **B. Conditions**

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.



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7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

**C. No Joint Venture**

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

**D. Liability and Indemnification**

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

**E. Regulatory Requirements**

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to

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- awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.
2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.
    - i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
  3. (*Public Records Act*) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
  4. (*Public Records Act*) In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
  5. (*Internal Revenue Code of 1986, as amended*) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
  6. (*County Lobbyist Ordinance*) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

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7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

#### **F. Time is of the Essence**

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

#### **G. Performance and Development**

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title

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that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

**H. Signage and Branding**

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

**I. Modification**

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

**J. Publicity of Project Information**

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

**K. Disbursements**

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

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1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.
  - i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.
  - ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.
2. RPOSD may disburse to the Grantee the grant funding as follows:

#### **Acquisition**

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

#### **Development**

- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.

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- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.
- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.
- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

#### **L. Advancing Funds**

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

#### **M. Final Disbursement**

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.
3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.

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5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

#### **N. Long Term Obligations**

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (*See Grant Administration Manual for details.*)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.
5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure,



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Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

**O. Disposal**

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
  - i) the amount of grant monies provided under this Contract;
  - ii) the fair market value of the real property determined by an independent appraisal; or
  - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
  - i) the amount of the proceeds; or
  - ii) the fair market value of the real property determined by an independent appraisal.

**P. Audit**

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an



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Measure (Measure A), approved by voters on November 8, 2016

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amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.

3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.
4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.
7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

#### **Q. Failure to Comply**

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount

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required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

**R. Severability**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

**S. Termination**

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:
  - i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
  - ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
  - iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
  - iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
  - v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
  - vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;

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vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

**T. Breach**

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
  - a. Withdraw the Grant and terminate this Agreement; and,
  - b. Deny the Grantee eligibility for participation in future grant program opportunities.
2. After payment (partial or full) of Grant:
  - a. Deny the Grantee eligibility for participation in future grant program opportunities;
  - b. Seek specific performance of the Grantee's obligations under this Agreement;
  - c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

**U. Counterparts**

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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**V. Electronic Signature**

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

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IN WITNESS WHEREOF, the Grantee, RPOSD and County Counsel have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Print Name*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<p>CITY ATTORNEY:</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>
--

LOS ANGELES COUNTY  
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: \_\_\_\_\_  
*Director / Administrator*

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ROD CASTRO-SILVA

ACTING COUNTY COUNSEL

By: \_\_\_\_\_  
Parjack Ghaderi  
Principal Deputy County Counsel

Date: \_\_\_\_\_

**Grant No.:** \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE *(Name of Governing Body of the Agency)*  
APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS  
FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
FOR MEASURE A FUNDING FOR THE *(Name of Project or Program)*

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WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District’s policies and procedures require the governing body of the *(Agency Name)* to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that *(Agency Name)* must comply with; and

WHEREAS, *(Agency Name)* will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE *(Name of Governing Body of the Agency)* HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and
2. Certifies that *(Agency name)* understands the assurances and will comply with the assurances in the application form; and
3. Appoints the Department of Recreation and Parks General Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_