

APPROVED

DEC 17 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-231

DATE December 17, 2020

C.D.

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROPOSITION A - ALPINE RECREATION CENTER EXPANSION: GRANT AGREEMENT AMENDMENT FOR TIME EXTENSION (PRJ20591) (E170225F)

AP Diaz, H. Fujita, V. Israel, C. Santo Domingo, \*N. Williams, NDW

M. Stuee

General Manager

Approved X Disapproved Withdrawn

If Approved: Board President Board Secretary

RECOMMENDATIONS

- 1. Approve the time extension of the grant performance period from December 31, 2020 to December 31, 2021 with respect to the Proposition A grant agreement to develop the Alpine Recreation Center Expansion Project (also known as Ord and Yale Street Park) (Project); and
2. Authorize the Department of Recreation and Park's (RAP) General Manager, or designee, to execute an amendment to the Proposition A grant agreement for the Project in the form attached as Attachment 1 to this Report to extend the grant performance period from December 31, 2020 to December 31, 2021.

SUMMARY

Through the Los Angeles County Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation, Beaches and Wildlife Protection Act of 1992 (Proposition A-I) and the Los Angeles County Park, Beach and Recreation Act of 1996 (Proposition A-II), the Los Angeles County Regional Park and Open Space District (Grantor) awarded the City of Los Angeles competitive, discretionary, and specified grant funds to be administered by RAP for various park projects.

One of the awarded projects is the Alpine Recreation Center Expansion. Located at 524 Ord Street, Los Angeles, the Project scope involves the creation of a new park on a vacant blighted hillside as an extension to the Alpine Recreation Center. New park amenities include benches, planting of new trees, park lighting, a raised platform, a shade structure, ramps, stairs, walkways, viewing terraces, a restroom facility, drinking fountains, fitness equipment, play

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structures, cultural artwork, installation of interpretive graphics and signage, and related irrigation and landscaping. To date, the Project has been awarded Nine Hundred Fifty Thousand, Nine Hundred Sixty-Six Dollars and Fifty-Nine Cents (\$950,966.59) in Proposition A funds.

RAP would like to extend the Project Proposition A grant performance period from December 31, 2020 to December 31, 2021, and the Grantor has agreed to such time extension. This additional time is necessary to complete construction and post construction activities that were delayed in order to adhere to precautionary public safety guidelines set forth by the city and state in response to the COVID-19 Pandemic. The grant performance time extension will enable RAP to conduct post-construction administrative close out of the Proposition A grant such as assembling close out package materials and reconciling all remaining invoices.

### TREES AND SHADE

The performance period extension will not have any impact on any existing plan with respect to trees and shade structures at Alpine Recreation Center Expansion.

### ENVIRONMENTAL IMPACT

The Project is nearing the end of construction and is in compliance with the California Environmental Quality Act (CEQA) requirements. The appropriate CEQA documentations have been previously approved by the Board of Recreation and Park Commissioners (Report No. 17-248, December 13, 2017). A Notice of Exemption (NOE) was filed with the Los Angeles County Clerk on May 4, 2017, and the Los Angeles City Clerk on May 5, 2017.

### FISCAL IMPACT

There is no expected fiscal impact to RAP's General Fund for the extension of the grant performance period for this Project.

### 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

**Outcome No. 1:** Newly developed open space park projects and the redesign of signature City Parks

**Result:** Time extension will allow RAP to complete construction of new park

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This report was prepared by Yumi Sangen, Management Assistant, Grants Administration, Finance Division and reviewed by Steven Tran, Senior Management Analyst I, Grants Administration, Finance Division, and Bill Jones, Chief Management Analyst, Grants Administration, Finance Division.

LIST OF ATTACHMENTS/EXHIBITS

1) Proposition A Amendment No. 3 to Grant Agreement - Alpine Recreation Center Expansion (pending execution of signatures)

**Amendment No. 3 to Grant Agreement**  
**Los Angeles County Regional Park and Open Space District**  
**Proposition A Grant Program**  
Alpine Recreation Center Expansion

Grant No.: 58F6-14-2463

The City of Los Angeles ("The Grantee") and the Los Angeles County Regional Park and Open Space District ("The District") hereby agree to this Amendment No. 3 to the Grant Agreement.

1. The following provisions are added and incorporated into the Agreement:

**N. Counterparts**

This agreement, and any subsequent amendment may be executed in two or more counterparts, which shall, in the aggregate, be signed by all 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.

**O. Electronic Signature**

The Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, allows for electronic signatures. The Grantee and the District agree that this Agreement may be electronically signed, in accordance with ESIGN. The parties agree that the electronic signatures appearing on this agreement and any subsequent amendments are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the Agreement electronically, the Grantee must inform the District in writing prior to Agreement execution.

2. Now, Therefore,

The Project Performance Period TO: 12/31/2020;

Is hereby deleted in its entirety and replaced as follows: Project Performance Period TO: 12/31/2021

**CITY OF LOS ANGELES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

CITY OF LOS ANGELES  
City Attorney

By: \_\_\_\_\_  
Cheryl Banares Soriano  
Deputy City Attorney

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

**LOS ANGELES COUNTY REGIONAL  
PARK AND OPEN SPACE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

ROD CASTRO-SILVA  
Acting County Counsel

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

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

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AMENDMENT REQUEST FORM

Project Name  
Alpine Recreation Center Expansion

Grant Number  
58F6-14-2463

Agency Name  
City of Los Angeles Department of Recreation and Parks

Type of Amendment (Check all that apply)

- Performance Period Extension     Project Scope Change     Funding Change     Anticipated Funding Needs  
 Other \_\_\_\_\_

Performance Period Extension

Required Attachment:

Timeline

Current End Date  
12/31/2020

Proposed End Date  
12/31/2021

Anticipated Funding Needs

Justification

See Attachment

Project Scope Change

Required Attachment(s):

Grant Scope/Cost Estimate Form

Site Plan (if applicable)

Anticipated Funding Needs

Other \_\_\_\_\_

Current Scope

Proposed Scope

Justification

Project Funding Change

Required Attachment:

Grant Scope/Cost Estimate Form

Select One

Anticipated Funding Needs

Decrease

Current Amount

Proposed Amount

Other\* \_\_\_\_\_

Justification

*\*This box may not be selected without prior RPOSD approval.*

Authorized Representative

Name and Title (Type or Print)  
Michael A. Shull

Phone Number  
213-202-2633

e-mail  
michael.a.shull@lacity.or

Signature of Authorized Representative  
Michael A. Shull

Digitally signed by Michael A. Shull  
DN: cn=Michael A. Shull, o=Department of Recreation & Parks, ou,  
email=michael.a.shull@lacity.org, c=US  
Date: 2020.09.10 07:16:12 -0700

Date  
9/10/20

**PROJECT TIMELINE**  
**ALPINE RECREATION CENTER EXPANSION**

DATE (MONTH/YEAR)	ACTIVITY
11/2013-09/2014	Pre-Design
10/2014-9/2016	Design
9/2016-02/2017	Bid and Award
02/2017-06/2021	Construction and Post Construction
07/2021-12/2021	Administrative Closeout



**Los Angeles County Regional Park and Open Space District**  
**Anticipated Funding Needs**



This form is required to be completed and returned to the District with the signed Project Agreements.

Grant No:

58F6-14-2463

Applicant:

City of Los Angeles Department of Recreation and Parks

Major Project Name:

Alpine Recreation Center Expansion

Grant Amount:

\$950,966.59

**Anticipated Reimbursement Request Schedule**

Instructions: Indicate in the space provided below, the amount of expenditures you expect to request for reimbursement in each quarter. Use additional sheets, if necessary, until all grant funds are accounted for.

Year <u>2020</u>		Year <u>2021</u>		Year <u>2022</u>	
Quarter	Amount	Quarter	Amount	Quarter	Amount
Jan 1 - Mar 31	\$ _____	Jan 1 - Mar 31	\$ _____	Jan 1 - Mar 31	\$ _____
Apr 1 - Jun 30	\$ _____	Apr 1 - Jun 30	\$ _____	Apr 1 - Jun 30	\$ _____
Jul 1 - Sep 30	\$ _____	Jul 1 - Sep 30	\$ _____	Jul 1 - Sep 30	\$ _____
Oct 1 - Dec 31	\$ _____	Oct 1 - Dec 31	\$ <u>950,966.59</u>	Oct 1 - Dec 31	\$ _____
		Other _____	\$ _____		
		Total	\$ <u>950,966.59</u>		

This information will be used for facilitating District budgeting and financial planning and will not affect your ability to receive reimbursement for eligible expenditures at any time during the Project Performance Period. The information you provide may be revised. Please contact your Program Manager if this schedule needs to be revised after initial submission.

Department of Recreation and Parks

City of Los Angeles

Amendment Request Attachment

The City of Los Angeles Department of Recreation and Parks would like to extend the Alpine Recreation Center Expansion Project timeline from December 2020 to December 2021. More time is needed to complete construction and post construction activities that were delayed in order to adhere to precautionary safety guidelines set forth by the city and state in response to the COVID 19 pandemic. The extension is also being requested so that adequate testing for defects on irrigation systems and building materials used on the hillside build project can take place.

**Amendment No. 2 to Project Agreement  
Los Angeles County Regional Park and Open Space District  
Excess Funds - Big 5 Grant Program  
Alpine Recreation Center Expansion**

Grant No.: 58F6-14-2463

The City of Los Angeles ("The Grantee") and the Los Angeles County Regional Park and Open Space District ("The District") do hereby amend Project Agreement No. 58F6-14-2463 ("the Agreement") as follows:

Old Grant Amount:	\$950,000.00
Revised Grant Amount:	\$950,966.59
Old Spelled Out Total Grant Amount:	Nine hundred fifty thousand dollars
Revised Spelled Out Total Grant Amount:	Nine hundred fifty thousand nine hundred sixty-six dollars and fifty-nine cents

Old Performance Period End:	December 31, 2019
Revised Performance Period End:	December 31, 2020

**City of Los Angeles:**

By:  Title: General Manager Date: 3/13/19  
*Signature of Authorized Representative*

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By:   
KEEVER RHODES MUIR  
Deputy County Counsel

**LOS ANGELES COUNTY REGIONAL  
PARK & OPEN SPACE DISTRICT:**

By:   
Director / Administrator

Date: February 26, 2019



## PROJECT TIMELINE

### Alpine Recreation Center Expansion Project

DATE (month/year)	PROJECT ACTIVITY
11/2013-09/2014	Pre-Design
10/2014-09/2016	Design
09/2016-02/2017	Bid and Award
02/2017-05/2018	Construction
05/2018-06/2019	Post Construction

~~12/2019~~

12/31/2020

Issue with development on a steep hill and heavy winter Dec-Feb 2019 rain delay 2019 project.

Los Angeles County Regional Park and Open Space District

Proposition A Grant Program

**Grant Scope/Cost Estimate Form**

Project Name: Alpine Recreation Center Expansion

Grant #:

TBD

**Grant Scope**

Development of a park on a vacant blighted hillside adjacent to the Chinatown Library. Park amenities would include benches, street trees, park lighting, raised platform, elevated sculptural ramp, stairs, a view terrace, retaining walls, restrooms, a drinking fountain, fitness equipment, play structures and landscaping.

Grant Scope Items - Administration (Pre-Construction) (Maximum: 25% of grant amount)	Prop A Grant	Other Sources	Total
Project Management	\$ 2,500.00	\$ 110,000.00	\$ 112,500.00
Pre-Design	\$ 40,000.00	\$ 130,000.00	\$ 170,000.00
Design	\$ 125,000.00	\$ 275,000.00	\$ 400,000.00
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal - Pre-Construction	\$ 167,500.00	\$ 515,000.00	\$ 682,500.00

Grant Scope Items - Construction/Acquisition (Minimum: 75% of grant amount)	Prop A Grant	Other Sources	Total
Construction	\$ 782,500.00	\$ 5,484,705.00	\$ 6,267,205.00
			\$ -
			\$ -
			\$ -
			\$ -
	783,966.59		\$ -
Subtotal - Construction/Acquisition	\$ 782,500.00	\$ 5,484,705.00	\$ 6,267,205.00

**PROP A GRANT AMOUNT** \$ 950,000.00

950,966.59 Total Project Cost \$ 6,949,705.00

Other Funding Sources (list by name)	Total
Capital Improvement Expenditure Program	\$ 800,000.00
Prop 84	\$ 4,999,705.00
Proposition K	\$ 200,000.00
<b>Total of Other Funding Sources</b>	\$ 5,999,705.00
<b>Prop A Grant Request Amount</b>	\$ 950,000.00
<b>Total Project Costs</b>	\$ 6,949,705.00



**Los Angeles County Regional Park and Open Space District**  
**Anticipated Funding Needs**



This form is required to be completed and returned to the District with the signed Project Agreements.

Grant No: 58F6-14-2463

Applicant: City of Los Angeles Department of Parks & Recreation

Major Project Name: Alpine Recreation Center Expansion

Grant Amount: \$ 950,966.59

**Anticipated Reimbursement Request Schedule**

Instructions: Indicate in the space provided below, the amount of expenditures you expect to request for reimbursement in each quarter. Use additional sheets, if necessary, until all grant funds are accounted for.

Year <u>2018</u>		Year <u>2019</u>		Year <u>2020</u>	
Quarter	Amount	Quarter	Amount	Quarter	Amount
Jan 1 - Mar 31	\$ _____	Jan 1 - Mar 31	\$ <u>200,000.00</u>	Jan 1 - Mar 31	\$ <u>200,000.00</u>
Apr 1 - Jun 30	\$ _____	Apr 1 - Jun 30	\$ <u>200,000.00</u>	Apr 1 - Jun 30	\$ _____
Jul 1 - Sep 30	\$ _____	Jul 1 - Sep 30	\$ <u>200,000.00</u>	Jul 1 - Sep 30	\$ _____
Oct 1 - Dec 31	\$ _____	Oct 1 - Dec 31	\$ <u>150,966.59</u>	Oct 1 - Dec 31	\$ _____
		Other _____	\$ _____		
		Total	\$ <u>950,966.59</u>		

This information will be used for facilitating District budgeting and financial planning and will not affect your ability to receive reimbursement for eligible expenditures at any time during the Project Performance Period. The information you provide may be revised. Please contact your Program Manager if this schedule needs to be revised after initial submission.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AMENDMENT REQUEST FORM

REG PK & OPEN SPACE DIST  
RECEIVED

Project Name  
Alpine Recreation Center Expansion (Ord and Yale Street Park)

Grant Number  
58F6-14-2463

Agency Name  
City of Los Angeles Department of Recreation and Parks

16 AUG 31 P 3:29

Type of Amendment (Check all that apply)

- Performance Period Extension     Project Scope Change     Funding Change     Anticipated Funding Needs  
 Other \_\_\_\_\_

Performance Period Extension

Required Attachment:

Timeline

Current End Date  
12/31/2016

Proposed End Date  
~~6/30/2019~~ (12/31/19)

Anticipated Funding Needs

Justification

The development portion of this project has been delayed due to complications in acquiring a portion of the remaining parcel, which is currently in the process of being resolved.

Project Scope Change

Required Attachment(s):

- Grant Scope/Cost Estimate Form  
 Site Plan (if applicable)     Anticipated Funding Needs  
 Other \_\_\_\_\_

Current Scope

Proposed Scope

Justification

Project Funding Change

Required Attachment:

- Grant Scope/Cost Estimate Form  
 Anticipated Funding Needs

Select One

Decrease

Other\* \_\_\_\_\_

Current Amount

Proposed Amount

Justification

*\*This box may not be selected without prior RPOSD approval.*

Authorized Representative

Name and Title (Type or Print)

MICHAEL A. SHULL, General Manager

Phone Number

(213) 202-2633

e-mail

Michael.A.Shull@lacity.org

Signature of Authorized Representative



Date

8/29/16



**Los Angeles County Regional Park and Open Space District  
Anticipated Funding Needs**



This form is required to be completed and returned to the District with the signed Project Agreements.

Grant No: 58F6-14-2463

Applicant: City of Los Angeles

Major Project Name: 2463 - Alpine Recreation Center Expansion

Grant Amount: \$ 950,000.00

**Anticipated Reimbursement Request Schedule**

Instructions: Indicate in the space provided below, the amount of expenditures you expect to request for reimbursement in each quarter. Use additional sheets, if necessary, until all grant funds are accounted for.

Year <u>2017</u>		Year <u>2018</u>		Year <u>2019</u>	
Quarter	Amount	Quarter	Amount	Quarter	Amount
Jan 1 - Mar 31	\$ _____	Jan 1 - Mar 31	\$ <u>100,000.00</u>	Jan 1 - Mar 31	\$ <u>95,000.00</u>
Apr 1 - Jun 30	\$ <u>345,000.00</u>	Apr 1 - Jun 30	\$ <u>150,000.00</u>	Apr 1 - Jun 30	\$ <u>260,000.00</u>
Jul 1 - Sep 30	\$ _____	Jul 1 - Sep 30	\$ _____	Jul 1 - Sep 30	\$ _____
Oct 1 - Dec 31	\$ _____	Oct 1 - Dec 31	\$ _____	Oct 1 - Dec 31	\$ _____
		Other	\$ _____		
		Total	\$ <u>950,000.00</u>		

This information will be used for facilitating District budgeting and financial planning and will not affect your ability to receive reimbursement for eligible expenditures at any time during the Project Performance Period. The information you provide may be revised. Please contact your Program Manager if this schedule needs to be revised after initial submission.

PROJECT TIMELINE

Alpine Recreation Center Expansion Project

DATE (month/year)	PROJECT ACTIVITY
11/2013-09/2014	Pre-Design
10/2014-09/2016	Design
09/2016-02/2017	Bid and Award
02/2017-05/2018	Construction
05/2018-06/2019	Post Construction

**PROJECT AGREEMENT-V16**

**Los Angeles County Regional Park and Open Space District Grant**

'16 DEC 22 P1:07

(From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

**Grant No.: 58F6-14-2463**

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V16 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

**Grantee:** City of Los Angeles

**Project Name:** Alpine Recreation Center Expansion

**Grant Amount:** Nine hundred fifty thousand dollars (\$950,000.00)

Awarded pursuant to Funding Identification Code(s): 4. f. 1. A.ii. 4. g. 1. A.i.

**Description of Project:**

The development of a park on a vacant blighted hillside adjacent to the Chinatown Library. Park amenities will include benches, street trees, park lighting, a raised platform, elevated sculptural ramp, stairs, a view terrace, retaining walls, restrooms, a drinking fountain, fitness equipment, play structures and landscaping.

**Project Performance Period:** FROM: 05/13/2014 TO: 12/31/2019

**Special Provisions**

None.

**General Provisions**

**A. Definitions**

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

**B. Project Execution**

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).  

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year 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 Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other

written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, 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. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports

respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.
13. To the maximum extent feasible, grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.

### **C. Project Costs**

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
  - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
  - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

### **D. Project Administration**

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, 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 the District approves otherwise in writing.
5. Grantee also 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 the District approves otherwise in writing.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to 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 the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. 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, 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, Grantee hereby agrees that it will not, without the prior written consent of the District, (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.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the

District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 9 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

#### **E. Project Completion and Enforcement**

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of 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 the District may terminate or suspend this Agreement.

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

#### **F. Payment of Funds**

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County  
Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, than the Grantee shall have waived its right to dispute the findings.

#### **G. Hold Harmless and Indemnification**

1. Grantee shall indemnify, defend and hold the District 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. Grantee agrees to defend and indemnify the District 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.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. 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 the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

#### **H. Independent Grantee**

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

## **I. Financial Records**

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If 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 Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

## **J. Use of Facilities**

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. 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 Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, 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.

4. 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 where that access may interfere with resource protection.

**K. Nondiscrimination**

1. 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.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

**L. Incorporation by Reference**

The Application and its required attachments, including the Assurances, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Proposition also are hereby incorporated in this Agreement as though set forth in full.

**M. Severability**

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District 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*

Title: Executive officer + chief of staff

Date: 9/26/14

LOS ANGELES COUNTY  
REGIONAL PARK & OPEN SPACE DISTRICT:

By:   
\_\_\_\_\_  
*Director, Regional Park and Open Space District*

Date: 1/5/17

APPROVED AS TO FORM:

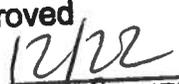
MARY C. WICKHAM

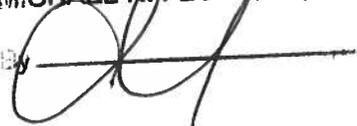
County Counsel

By:   
\_\_\_\_\_  
CHRISTINA A. SALSEDA  
*Principal Deputy County Counsel*

Grant No.: 58F6-14-2463



Approved  
  
\_\_\_\_\_  
MICHAEL N. FEUER, City Attorney

By:   
\_\_\_\_\_

**PROJECT AGREEMENT-V14**

**Los Angeles County Regional Park and Open Space District Grant**

(From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

**Grant No.: 58F6-14-2463**

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V14 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

**Grantee:** City of Los Angeles

**Project Name:** Alpine Recreation Center Expansion

**Grant Amount:** Nine hundred fifty thousand dollars (\$950,000.00)

**Awarded pursuant to Funding Identification Code: 4. f. 1. A.ii, 4. g. 1. A.i.**

**Description of Project:**

The development of a park on a vacant blighted hillside adjacent to the Chinatown Library. Park amenities will include benches, street trees, park lighting, a raised platform, elevated sculptural ramp, stairs, a view terrace, retaining walls, restrooms, a drinking fountain, fitness equipment, play structures and landscaping.

**Project Performance Period: FROM: 05/13/2014 TO: 12/31/2016**

**Special Provisions**

- A. None.

**General Provisions****A. Definitions**

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

**B. Project Execution**

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year 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 Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact

Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.

9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, 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. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
  - a. Grantee shall cause to be recorded on the title of any real property acquired with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

#### C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
  - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
  - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, 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 the District approves otherwise in writing.
5. Grantee also 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 the District approves otherwise in writing.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to 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 the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves

acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. 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, 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, Grantee hereby agrees that it will not, without the prior written consent of the District, (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.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

#### E. Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.

3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of 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 the District may terminate or suspend this Agreement.
7. If the District brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay the District's reasonably attorney's fees and costs, including expert witness costs, if the District prevails in said action.

#### F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County  
Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.

3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, than the Grantee shall have waived its right to dispute the findings.

#### G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District 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. Grantee agrees to defend and indemnify the District 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
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. 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 the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

#### H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

#### I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.  

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.
2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of

Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If 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 Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

#### J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to actively oppose, at its sole expense, any claims as to reserved rights to the grant-funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources.
4. 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.

#### K. Nondiscrimination

1. 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.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.



IN WITNESS WHEREOF, Grantee and District 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*

Title: GENERAL MANAGER

Date: 6/12/14

Approved

June 12 20 014  
MICHAEL N. FEUER, *City Attorney*

By: 

LOS ANGELES COUNTY  
REGIONAL PARK AND OPEN SPACE DISTRICT:

By:   
*Director, Parks and Recreation*

Date: 6-17-14

APPROVED AS TO FORM:

JOHN KRATTLI

COUNTY COUNSEL

By:   
CHRISTINA A. SALCEDA  
*Principal Deputy*

Grant No.: 58F6-14-2463