

# APPROVED

MAR 04 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-037

DATE March 04, 2021

C.D. Various

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) 2020 ROUND GRANT; APPROVAL OF PROJECT SCOPES AND BUDGET, RESOLUTION, APPROVAL OF DONATION AGREEMENTS; ACCEPTANCE OF GRANT FUNDS IF AWARDED

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	* N. Williams	<u>N.D.W</u>

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

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
With Corrections

If Approved: Board President  Board Secretary 

### RECOMMENDATIONS

1. Approve the 12 proposed projects scopes and budgets, submitted by the Department of Recreation and Parks (RAP) and its non-profit partner agencies, to the State of California, Department of Parks and Recreation (State) under Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) 2020 Round Grant (Grant), as detailed in the attached project list (Attachment No. 1), subject to the approval of the Mayor and City Council;
2. Approve the Resolution attached as Attachment No. 2 to this Report (Resolution), and recommend City Council adopt such Resolution, detailing 8 projects for which RAP is the applicant of the Grant funds (RAP Projects), which authorizes the City of Los Angeles and RAP to receive the Grant funds, and designates RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to grant applications, agreements, amendments, payment requests and all other required grant documents necessary for the completion of the Grant project scope;
3. Direct RAP staff to transmit a copy of this report to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council for approval to apply for grant funds, pursuant to the Los Angeles Administrative Code Section 14.6 *et seq.*; and
4. Authorize RAP's General Manager to accept and receive the Proposition 68 SPP Grant funds, if awarded and subsequent to Mayor and City Council approval of such acceptance,

## BOARD REPORT

PG. 2      NO. 21-037

and to execute a grant agreement with the State for the RAP Projects for the scope and amount as more fully set forth in this Report and with terms substantially similar to those set forth in the sample grant agreement attached to this Report as Attachment No. 9, subject to the approval of the Mayor and City Council and City Attorney approval;

5. Approve the Resolutions attached as Attachment No. 3, 4, 5, and 6 to this Report (Non-Profit Resolutions) and recommend City Council adopt such Non-Profit Resolutions supporting the submittal of the Grant applications by Los Angeles Neighborhood Initiative (LANI) for Wilmington Town Square Public Art Elements and Western Gage Tot Lot Renovation, and Los Angeles Neighborhood Land Trust (LANLT) for the Watts Tower Arts Center Campus Expansion and 11<sup>th</sup> Street Pocket Park;
6. Approve the proposed Donation Agreements with LANI and LANLT substantially in the form attached as Attachments No. 7 and 8 to this Report, respectively, setting forth the roles and responsibilities of LANI, LANLT and RAP in connection with the development of the Grant projects applied for by LANI and LANLT, the funding and construction for which would be undertaken by LANI and LANLT with the contemplated transfer of those projects to RAP upon completion for operation and maintenance, as further detailed in this Report, and authorize RAP's General Manager to execute such Donation Agreements subject to Mayor and City Council Approval and City Attorney approval as to form;
7. Direct RAP staff to transmit a copy of the Grant award, if and when awarded, to the Mayor, CAO, CLA, and to the City Clerk, pursuant to the Los Angeles Administrative Code Division 14, as may be amended; and
8. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds upon acceptance of Grant award funds by RAP after obtaining all necessary approvals.

### SUMMARY

On June 5, 2018, Proposition 68 (Prop 68) was passed by California state voters to fund a \$4.1 billion "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor for All Act of 2018." Prop 68 is intended to fund state and local parks, beaches, environmental protection and restoration, water infrastructure, and flood protection projects. An estimated \$650 million dollars has been dedicated to the Statewide Park Development and Community Revitalization Program (SPP) to be awarded on a competitive basis in the 2019 and 2020 rounds.

On July 10, 2020, the State released SPP 2020 Round (Grant) in the amount of \$395.3 million to be awarded. As in SPP 2019 Round, SPP 2020 Round awards grant funds for the creation of new parks, expansion and/or improvements to existing parks, and the creation/renovation of recreation features, located in areas that either lack park space or are significantly low-income. SPP 2020 Round applications under Prop 68 are due March 12, 2021.

BOARD REPORT

PG. 3 NO. 21-037

On November 5, 2020 Board of Recreation and Park Commissioners (Board) Meeting, the Board gave preliminary authority for RAP staff to work on developing projects for the last and final round on Prop 68 SPP funds (Report 20-211). The State requires RAP to submit a resolution for the projects within 60 days and a California Environmental Quality Act (CEQA) determination for each of the projects within 90 days of the application submission date.

In addition to projects developed by RAP staff, two non-profit organizations, LANI and LANLT coordinated with RAP and respective Council Offices for permission to develop parcels these non-profit organizations have been historically involved with. LANI joined together in partnership with the Office of Council District 8 (CD 8) to develop the Western-Gage Tot Lot project and with the Office of Council District 15 (CD 15) to develop the Wilmington Town Square Public Art Elements project. LANI will be submitting an application for Prop 68 SPP funds on these two projects. Likewise, LANLT partnered with CD 15 to develop the Watts Tower Art Center Campus Expansion project and with CD 8 to develop the 11<sup>th</sup> Street Pocket Park project. LANLT will be submitting an application for Prop 68 funds on these two projects. LANI and LANLT have prepared and submitted grant proposals for their respective projects. However, the State requires LANI and LANLT to submit agreements with RAP which memorializes the non-profit entities' roles in funding and completing the projects and RAP's commitment to receiving the projects once completed. This requirement is discussed further in this Report in the "LANI and LANLT Partnership with RAP" section. Thus, it is recommended that the Board recommends that City Council adopt the resolutions (attached as Attachments No. 3, 4, 5, and 6) supporting LANI and LANLT in their respective applications for Prop 68 SPP grant funds to develop their respective Prop 68 SPP projects.

The number of projects by applicant is as follows:

RAP	8
LANI	2
LANLT	2
Total	12

On February 3, 2021, City Council authorized RAP's General Manager, and RAP's park partners LANI and LANLT, to apply for funding for the projects as part of the Prop 68 SSP. (C.F. No. 20-1461). The report included draft project scopes and budgets, and authorized RAP's General Manager to make adjustments to both the scope and budgets of project based upon community feedback and to proceed with submitting the applications to the State. RAP staff will be returning to City Council for the approval of the Resolutions for the current 12 projects.

## BOARD REPORT

PG. 4      NO. 21-037

### RESOLUTION REQUIREMENTS

As part of the Prop 68 SPP Grant Program, each project that is submitted to the State for funding must have an accompanying resolution by the respective legislative body authorizing the grant submittal and dictating the terms of the funding. Attachment No. 2 to this Report is the required Resolution and the list of 8 projects for which RAP shall be submitting applications is included on Attachment No. 2 Exhibit A, to be considered and approved by the Board, City Council and Mayor. The Resolutions in support of projects applied for by LANI and LANLT which are also to be considered and approved by the Board, City Council and Mayor are included as Attachment No. 3, 4, 5, and Attachment No. 6, respectively. All resolutions must be certified by the City Clerk and transmitted by RAP, LANI, and LANLT to the Department of State Parks and Recreation, Office of Grants and Local Services within 90 days of the March 12, 2021 deadline.

### LANI AND LANLT PARTNERSHIP WITH RAP

RAP staff has worked with LANI and LANLT to develop an agreement to define roles and responsibilities tied to the funding and development of park improvements for Prop 68 SPP projects that each of these non-profit entities applies for (Non-Profit Projects). The terms and conditions of these donation agreements are provisional, subject to award of Prop 68 SPP grant funding for the respective projects. The agreement negotiated with LANI is included as Attachment No. 7, and the agreement with LANLT is included as Attachment No. 8, each of which was included with the corresponding Prop 68 SPP application submitted by each agency (Donation Agreements). In accordance with the terms of the agreements, LANI and LANLT intend to transfer ownership of the Non-Profit Projects to RAP once such projects, and all accounting and close-out activities related to such projects, are completed by LANI and LANLT. Such transfer shall include the transfer of any grant obligations to RAP in connection with owning such project improvements. Additionally, each partnering agency will be responsible for its respective financial obligations that result from the award of grants to the transfer of the completed projects to RAP. RAP staff requests the Board approve the Donation Agreements and authorize RAP's General Manager to execute these agreements, subject to the award of Prop 68 SPP funds for the Non-Profit Projects, the approval of City Council and Mayor, and subject to the review and approval of the Office of the City Attorney as to form.

Prior to undertaking the activities for which the grants are being sought, LANI and LANLT are required to perform, complete, and certify the adequacy of the environmental review for their respective Non-Profit Projects, in accordance with CEQA guidelines and in accordance with Prop 68 grant guidelines. LANI and LANLT will be submitting the Prop 68 SPP applications for their respective Non-Profit Projects directly to the State. Upon completion of the Non-Profit Projects, LANI and LANLT will transfer the completed projects to RAP for operation and maintenance.

## BOARD REPORT

PG. 5 NO. 21-037

### COMMUNITY OUTREACH AND ENGAGEMENT

Prop 68 contains very robust community engagement requirements for each project sought. In order to receive the maximum amount of points for each project, each application must include at least five (5) community engagement sessions between July 1, 2018, and the grant submission deadline. The grant requires that the community be afforded opportunities to provide input and identify preferred priority and location of recreation features including park beautification ideas, and park safety features. In order to achieve these goals and obtain genuine community feedback, beginning in April 2019, RAP conducted an aggressive outreach strategy to actively engage constituents and incorporate their feedback into project scope and designs which were included in the Prop 68 applications submitted by RAP (Report No. 19-165).

RAP is resubmitting five applications on projects that were submitted in 2019 Round (SPP Round 3). For the projects, Green Meadows Recreation Center, Hazard Recreation Center, Rancho Cienega Sports Complex (aka Michelle and Barack Obama Sports Complex at Rancho Cienega Park), Sylmar Park, and Wilmington Recreation Center, a minimum of one community meeting will satisfy the Prop 68 grant requirements. The purpose of having at least one more community meeting is to reach out to the community and see if the community still agrees with the current or modified project scope.

Any new project application will require at least five (5) community engagements and feedback, beginning June 2020. RAP is submitting three new projects as follows: 1) 6<sup>th</sup> Street Bridge Park, 2) MacArthur Park, and 3) Slauson-Connect.

### PROPOSED SCOPE WILL ADD NEW AND/OR RENOVATE EXISTING PARK FEATURES

The proposed scope for each park will add new park areas, new features, and/or renovate existing park features and, in some cases, provide completely new features or new park layouts. Overall, the park features considered at all 12 parks (includes 8 RAP projects, 2 LANI and 2 LANLT projects) include:

- New Synthetic Soccer Fields
- Picnic Areas
- Tennis Courts
- New HVAC Systems
- New Freestanding Restrooms
- Field Refurbishments
- Restroom Upgrades
- Basketball Courts
- Parking Lots
- Volleyball Courts
- New Playgrounds
- Accessible Walking Paths
- New Amphitheaters
- Plaza
- Shade Structures
- New Fitness Equipment
- Public Art
- Security Cameras
- Lighting
- Skate Parks

## BOARD REPORT

PG. 6 NO. 21-037

### NEXT STEPS AND MOVING FORWARD

The State informed all park agencies that notification of successful applicants should occur by late Fall 2021. The State will issue grant agreements and will expect the grant agreement(s) to be returned within 30 days from the award notification issue date. Upon notification, RAP staff will immediately continue the CEQA documentation and design processes on successful applications and return to the Board for acceptance of the grant funds and approval of the grant agreement. Additional community meetings are anticipated to be held in order to further refine design details, particularly around public art. RAP anticipates the majority of projects will begin construction by late 2021 to early 2022 to ensure completion of projects by late 2024.

Prop 68 SPP, 2020 Round will liquidate on June 30, 2025, with no extensions to be granted, which is a requirement stipulated by the State as part of the Fiscal Year 2018-2019 State appropriation process. The resolutions for each project are due to the State within 60 days of the application submission date, and no later than June 12, 2021.

### ENVIRONMENTAL IMPACT

There is no environmental impact as a result of the proposed Prop 68 SPP projects at this time. Prior to undertaking the activities for which the grant is being sought, as lead agency for the 8 projects, RAP must perform, complete, and certify the adequacy of the environmental review in accordance with CEQA. The appropriate CEQA documentation will be submitted for the consideration and approval when each project, if awarded under the grant, is brought back before the Board for final approval and acceptance of the grant award.

An approved CEQA documentation for each project must be submitted to Department of State Parks and Recreation, Office of Grants and Local Services prior to the State authorizing any cost reimbursements to RAP or its non-profit partners for any projects awarded. For the Non-Profit Projects, per the terms of the Donation Agreements, LANI and LANLT will submit final plans and specifications for Board approval prior to the construction of any of the Non-Profit Projects. Such plans and specifications shall include environmental findings/assessments and relevant CEQA determinations and documentation.

Tree canopy coverage, new trees planted, and removal of trees will be addressed as project designs are brought back for Board consideration.

### FISCAL IMPACT

There is no immediate fiscal impact to RAP's General Fund in applying for the Prop 68 SPP funds. However, the annual maintenance costs for the new improvements has not yet been determined as the project scopes and designs have not been finalized. Once the final designs for each project are complete, the maintenance cost impacts can be determined and funding for the operation and maintenance of the park improvements will be requested through the regular budget process.

## BOARD REPORT

PG. 7      NO. 21-037

### STRATEGIC PLAN INITIATIVES AND GOALS

Grant funding opportunities have a cascading effect on several strategic plan initiatives and goals of RAP. Parks are safer, communities are healthier, and recreational programming opportunities are often expanded. The Prop 68 grants will have a positive impact across the board. More specifically, 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

**Key Milestone:** Number of major park projects completed

**Target:** 6 by 2022

**Result:** Funding requests are for 12 additional small, medium, and large community parks throughout Los Angeles have been considered by RAP with significant input from the respective communities. All 12 projects must be completed and closed out with the State by June 30, 2025.

This Report was prepared by Kai Wong, Senior Project Coordinator, Grants Administration, Finance Division and reviewed by Bill Jones, Chief Management Analyst, Grants Administration, Finance Division.

### LIST OF ATTACHMENTS

1. Proposition 68 Statewide Park Programs Proposed Projects List
2. Proposition 68 Statewide Park Resolution with Exhibit A – List of Projects
3. Proposition 68 Statewide Park Resolution – LANI, Western Gage Tot Lot Renovation
4. Proposition 68 Statewide Park Resolution – LANI, Wilmington Town Square Public Art Elements
5. Proposition 68 Statewide Park Resolution – LANLT, Watts Tower Arts Center Campus Expansion
6. Proposition 68 Statewide Park Resolution – LANLT, 11<sup>th</sup> Street Pocket Park
7. Draft Donation Agreement with LANI
8. Draft Donation Agreement with LANLT
9. Form of Grant Contract

**DEPARTMENT OF RECREATION AND PARKS  
PROPOSED PROPOSITION 68 (ROUND 4) PROJECT LIST**

#	PROJECT NAME	LOCATION	CD	TOTAL PROJECT COST	REQUESTED GRANT AMOUNT	PROJECT TYPE	PROJECT DESCRIPTION
1	11th Street Pocket Park (Los Angeles Neighborhood Land Trust, aka LANLT)	6116 11th Avenue Los Angeles, 90043	8	\$3,500,000	\$3,500,000	Park Renovation	The undeveloped space as well as worn out playground equipment limit the park's use and benefit to the Hyde Park community. A renovation will ensure the park continues to be used as an important community gathering space and provide expanded benefits to the community including a new expanded playground, fitness equipment, picnic areas and seating.
2	6th Street Viaduct PARC	585 S. Santa Fe Ave., Los Angeles, 90013	14	\$31,547,139	\$8,500,000	New Park	Skate park, landscaping, Flex Courts (Basketball/Volleyball), BBQ and picnic areas, exterior freestanding restroom, lighting, outdoor fitness equipment, playground, public art, splash pad, synthetic turf soccer field, walking paths, performance/flex play lawn areas.
3	Green Meadows Recreation Center	431 E. 89th Street, Los Angeles 90003	9	\$7,530,000	\$6,930,000	Renovate an Existing Park	Ballfields refurbishment, basketball court, BBQ and picnic area, new freestanding restroom building, landscape, lighting, outdoor fitness equipment (including boxing equipment), playground, shade structures, synthetic turf soccer field, walking path
4	Hazard Park	2230 Norfolk Street, Los Angeles 90033	14	\$8,496,000	\$8,271,000	Renovate an Existing Park	Amphitheater/outdoor performing art space, ballfields refurbishment, BBQ and picnic area, dog park, new freestanding restroom building, landscape, lighting, outdoor fitness equipment, parking lot with permeable surfacing, playground, plaza, public art, recreation renovation (ADA & HVAC), shade structures, soccer field, walking path
5	MacArthur Park	2230 W. 6th Street, Los Angeles, 90057	1	\$8,448,000	\$8,448,000	Renovate an Existing Park	Renovation of Wilshire/Boathouse Entry and 7th/Park View Entry, new play area, replace one freestanding restroom, two new freestanding restrooms, two new basketball courts, additional outdoor fitness equipment, replace synthetic field surfacing, landscape, and lighting.
6	Rancho Cienega Sports Complex (aka Michelle and Barack Obama Sports Complex @ Rancho Cienega Park)	5001 Obama Blvd.(formerly Rodeo Rd.), Los Angeles 90016	10	\$6,230,000	\$5,626,348	Renovate an Existing Park	Construct Storm Water Mgmt (bio-swales, trenches, bio-filtration, grading), skate park expansion & pathway extension, new non-striped multipurpose field, new lighting throughout park, new field/sport lightings, resurfacing basketball court with new backboards & goals, resurfacing tennis courts & concrete repair, new picnic area, shade structure & bleachers at tennis courts, new bleachers throughout park, plant new trees, new irrigation, and new accessible pathways to various fields and courts.
7	Slauson Connect	Slauson Blvd. between Normandie Ave. and South Budlong Ave., Los Angeles, 90003	9	\$5,060,000	\$5,060,000	New Park	Green living wall, trees, restroom, fencing/gates, green infrastructure learning area, and open space
8	Sylmar Park	13109 Borden Avenue, Sylmar, CA 91342	7	\$8,628,000	\$7,827,153	Renovate an Existing Park	Walking/jogging path throughout the park, demolish Susan B. Anthony Building, amphitheater/outdoor performing art space, baseball/softballfield refurbishment, new basketball courts, picnic area with barbeque space, landscaping, lighting, new outdoor fitness equipment, refurbished parking lot(s), new public art, recreation center renovation (ADA and HVAC), new shade structures, new freestanding restroom building new exterior volleyball court
9	Watts Towers Arts Center Campus Expansion (LANLT)	1727 E 107th St, Los Angeles, 90002	15	\$7,500,000	\$7,500,000	Park Expansion	The campus renovation and expansion project will add 30,000 square feet of usable park space, while adding other recreation elements that will make the site more accessible to the Watts community. The renovation and expansion project will include interactive art play elements, a walking path and seating, gathering areas for visitors and community residents as well as upgraded planting and irrigation.
10	Western Gage Tot Lot Renovation (Los Angeles Neighborhood Initiative, aka LANI)	6300 South Western Ave Los Angeles, CA 90047	8	\$452,195	\$452,195	Renovate Existing Park	The Western Gage Tot Lot (Southern Triangle) has a number of elements that have already been vetted and approved by the community but that have not yet been incorporated into the park. Elements still needed include one or two additional shaded play structures, lighting, drinking fountain, and security fencing. Temporary landscaping is currently in place where additional play equipment and accompanying lighting should be. These elements will add significant usability to the existing park for this neighborhood and their addition would have little or no impact on the park's existing maintenance budget.
11	Wilmington Recreation Center	325 N. Neptune Ave., Wilmington 90744	15	\$7,512,000	\$7,512,000	Renovate an Existing Park	Ballfields refurbishment, BBQ and picnic area, new freestanding restroom building, landscape, lighting, outdoor fitness equipment, parking lot playground, public art, recreation center renovation (ADA & HVAC), shade structures, synthetic turf soccer field, walking path

12	Wilmington Town Square Public Art Elements (LANI)	105 West "I" Street Wilmington, CA 90744	15	\$371,250	\$371,250	Renovate Existing Park	Wilmington Town Square park was recently renovated, but several public art elements desired by the community were not yet installed due only to a lack of funding. Public art elements include a colorful tile mosaic inside the new arched bandstand and history plaques on the low seating area to complete the history wall; a permanent mural to replace the existing painted wall is also an element of interest. All three elements have the potential for significant community involvement to design and implement. The addition of several public art elements helps anchor the park in a potential Avalon Blvd Art Walk that has been discussed locally. These renovations to the existing park would have little or no impact on the park's existing maintenance budget.
<b>Total</b>				<b>\$87,774,584</b>	<b>\$62,497,946</b>		

\*All Projects include security cameras, security lighting, landscaping, tree planting, drinking fountains, and ADA improvements as-needed to comply with current code requirements

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:  
APPROVES THE FILING OF AN APPLICATION FOR THE VARIOUS PROJECTS (SEE EXHIBIT A ATTACHED); AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

DEPARTMENT OF RECREATION AND PARKS  
PROPOSED PROPOSITION 68 (ROUND 4) PROJECT LIST

#	PROJECT NAME	LOCATION	CD	TOTAL PROJECT COST	REQUESTED GRANT AMOUNT	PROJECT TYPE	PROJECT DESCRIPTION
1	6th Street Viaduct PARC	585 S. Santa Fe Ave., Los Angeles, 90013	14	\$31,547,139	\$8,500,000	New Park	Skate park, landscaping, Flex Courts (Basketball/Volleyball), BBQ and picnic areas, exterior freestanding restroom, lightig outdoor fitness equipoment, playground, public art, spalsh pad, synthetic turf soccer field, walking pathes, performance/flex play lawn areas.
2	Green Meadows Recreation Center	431 E. 89th Street, Los Angeles 90003	9	\$7,530,000	\$6,930,000	Renovate an Existing Park	Ballfields refurbishment, basketball court, BBQ and picnic area, new freestanding restroom building, landscape, lighting, outdoor fitness equipment (including boxing equipment), playground, shade structures, synthetic turf soccer field, walking path
3	Hazard Park	2230 Norfolk Street, Los Angeles 90033	14	\$8,496,000	\$8,271,000	Renovate an Existing Park	Amphitheater/outdoor performing art space, ballfields refurbishment, BBQ and picnic area, dog park, new freestanding restroom building, landscape, lighting, outdoor fitness equipment, parking lot with permeable surfacing, playground, plaza, public art, reactivation renovation (ADA & HVAC), shade structures, soccer field, walking path
4	MacArthur Park	2230 W. 6th Street, Los Angeles, 90057	1	\$8,448,000	\$8,448,000	Renovate an Existing Park	Renovation of Wilshire/Boathouse Entry and 7th/Park View Entry, new play area, replace one freestaning restroom, two new freestanding restrooms, two new basketball courts, additional outdoor fitness equipment, replace synthetic field surfacing, landscape, and lighting.
5	Rancho Cienega Sports Complex (aka Michelle and Barack Obama Sports Complex @ Rancho Cienega Park)	5001 Obama Blvd.(formerly Rodeo Rd.), Los Angeles 90016	10	\$6,230,000	\$5,626,348	Renovate an Existing Park	Construct Storm Water Mgmt (bio-swales, trenches, bio-filtration, grading), skate park expansion & pathway extension, new non-stripped multipurpose field, new lighting throughout park, new field/sport lightings, resurfacing basketball court with new backboards & goals, resurfacing tennis courts & concrete repair, new picnic area, shade structure & bleachers at tennis courts, new bleachers thoughtout park, plant new trees, new irrigation, and new accessible pathways to various fields and courts.
6	Slauson Connect	Slauson Blvd. between Normandie Ave. and South Budlong Ave., Los Angeles, 90003	9	\$5,060,000	\$5,060,000	New Park	Green living wall, trees, restroom, fencing/gates, green infrastructure learning area, and open space
7	Sylmar Park	13109 Borden Avenue, Sylmar, CA 91342	7	\$8,628,000	\$7,827,153	Renovate an Existing Park	Walking/joogging path throughout the park, demolish Susan B. Anthony Building, amphitheater/outdoor performing art space, baseball/softballfield reburishment, new basketball courts, pcinic area with barbeque space, landscaping, lighting, new outdoor fitness equipment, refurbished parking lot(s), new public art, recreation center renovation (ADA and HVAC), new shade structures, new freestanding restroom building new exterior volleyball court

8	Wilmington Recreation Center	325 N. Neptune Ave., Wilmington 90744	15	\$7,512,000	\$7,512,000	Renovate an Existing Park	Ballfields refurbishment, BBQ and picnic area, new freestanding restroom building, landscape, lighting, outdoor fitness equipment, parking lot palyground, public art, rrecreation center renvoation (ADA & HVAC), shade structures, sythnetic turf soccer field, walking path
<b>Total</b>				<b>\$83,451,139</b>	<b>\$58,174,501</b>		

\*All Projects include security cameras, security lighting, landscaping, tree planting, drinking fountains, and ADA improvements as-needed to comply with current code requirements

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for**

**STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Initiative (LANI) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of a grant application by LANI for THE WESTERN GAGE TOT LOT RENOVATION; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANI will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Certifies that the City has, or will have, sufficient funds to operate and maintain the Western Gage Tot Lot Renovation project;
3. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for**

**STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Initiative (LANI) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of a grant application by LANI for THE WILMINGTON TOWN SQUARE PUBLIC ART ELEMENTS; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANI will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Certifies that the City has, or will have, sufficient funds to operate and maintain the Wilmington Town Square Public Art project;
3. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for**

**STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Land Trust (LANLT) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of a grant application by LANLT for THE WATTS TOWERS ARTS CENTER CAMPUS EXPANSION; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANLT will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Certifies that the City has, or will have, sufficient funds to operate and maintain the Watts Towers Arts Center Campus Expansion project; and
3. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

Council File No.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**

**Approving the Application for**

**STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicant, Los Angeles Neighborhood Land Trust (LANLT) will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

Supports the filing of a grant application by LANLT for THE 11<sup>TH</sup> STREET POCKET PARK; AND subject to approval by the Recreation and Parks Board of Commissioners, should the grant funds be awarded:

1. Certifies that upon satisfactory completion of the designated projects, including all accounting and project close out activities, the LANLT will transfer all grant contract obligations to the City of Los Angeles through its Department of Recreation and Parks (RAP), including operation and maintenance responsibilities for the project in accordance with the Grant Administration Guide; and
2. Certifies that the City has, or will have, sufficient funds to operate and maintain the 11<sup>th</sup> Street Pocket Park project; and
3. Delegates the authority to the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager and Chief Financial Officer to conduct all negotiations, sign and submit all grant contract naming the Department of Recreation and Parks, as the new Grantee; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
LOS ANGELES NEIGHBORHOOD INITIATIVE  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement (“Agreement”) for Development, and/or Construction of New Park Areas in the City of Los Angeles is entered as of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, Department of Recreation and Parks (“RAP”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Board”) and the Los Angeles Neighborhood Initiative (“LANI”), a California non-profit public benefit corporation, (RAP together with LANI, the “Parties” and each a “Party”).

RECITALS

WHEREAS, LANI desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and,

WHEREAS, RAP supports the development of new parks (each a "Prospective Park") built by LANI, as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Prospective Parks and Improvements (defined below) for the benefit of the community once built by LANI and transferred to RAP for RAP ownership in accordance with the terms of this Agreement; and,

WHEREAS, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds to LANI in the Statewide Park Development and Community Revitalization Program ("Proposition 68 Statewide Park Program" or "Grant") in support of the development and construction of recreational facilities and/or other improvements ("Improvements") to be built upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and,

WHEREAS, if sufficient grant funds in the Grant are successfully awarded to LANI, LANI shall coordinate the development and construction of a Prospective Park on each Prospective Property, and, as indicated on Exhibit A, it is anticipated that the Prospective Properties will be owned or leased by RAP; and,

WHEREAS, LANI will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) LANI developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANI in partnership with local community organizations and RAP; (ii) LANI contracting for and overseeing the construction of the Improvements; and (iii) LANI identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property; and,

WHEREAS, RAP intends to become the owner or lessor and long-term steward of each Prospective Park, and RAP shall issue LANI a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, LANI expects that the Proposition 68 Statewide Park Program may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the Grant (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of LANI and RAP towards the shared goal of getting Prospective Parks built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and LANI and RAP wish to enter into this Agreement to establish the terms whereby LANI and the RAP shall work together on the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that LANI's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Grant funds being awarded for the construction and installation of the Improvements. Accordingly, LANI will initially use its good faith efforts to apply for grant funds under the Proposition 68 Statewide Park Program, and RAP shall use its good faith efforts to cooperate with LANI in such grant application process. LANI's present intention is to apply for those Grant funds identified on Exhibit A opposite the respective identified Prospective Properties. If those Grant funds are not awarded LANI will determine if other prospective funding sources may be available.
  - (a) Grant Applications. LANI shall be the applicant for grant applications for each of the Prospective Properties and will be responsible for the grant application process for each such properties. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment on such grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements upon completion of the Improvements by LANI. The grant applications shall make clear that

RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by LANI and the Contractor (defined below).

(b) Incorporation by Reference. The terms of LANI's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. In the event RAP agrees to an assignment of a Grant Agreement from LANI to RAP, the terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP understands that grant funding will be sought from the Proposition 68 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly acknowledges that LANI will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or thirty year land tenure requirement (as the case may be) of long term stewardship of the Prospective Property and Improvements (if more than \$1,000,000 in Proposition 68\_Statewide Park Program grant funds are awarded for a

Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by LANI or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew such requirement at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 68 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of LANI and RAP are attached hereto as Exhibits D and E, and each will be adopted by their respective governing bodies in substantially that form before the Proposition 68 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or LANI terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the

Improvements must be completed by LANI and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANI in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which LANI, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. LANI or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.
  
4. Grant-writing. LANI will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.

5. Outreach. LANI, working closely with RAP and local community based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding each Prospective Property (“Outreach”). LANI shall use the results of the Outreach to develop a conceptual plan for the Improvements.
  
6. Development of Plans and Specifications. LANI, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through LANI-sponsored public workshops and other community outreach efforts. Following RAP’S review and LANI’s receipt of RAP’s written approval of the conceptual plan, LANI shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. LANI will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. LANI shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the

Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, as soon as RAP has control of the Prospective Property, RAP shall allow LANI, its employees and agents, access to the Prospective Property at no cost to LANI to install the Improvements pursuant to a Right of Entry agreement executed by LANI in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give LANI authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of any Grant Agreements, and applicable RAP standards and practices.
8. Selection of a Contractor; Installation of the Improvements. LANI will select a contractor ("Contractor"), based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. LANI shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion

of the Improvements. Without limitation, LANI shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
- (b) The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
- (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.
- (d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.

9. Payments. LANI will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, LANI shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANI and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of LANI. In the event that LANI shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to LANI, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by LANI to RAP on demand.
10. Construction Management. If no professional construction management firm is hired for the Improvements, LANI and Contractor will provide general management

of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.

11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the Improvements, LANI shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. LANI shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.
13. Indemnification.

(a) Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, LANI shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by RAP, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LANI's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LANI, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

14. Insurance. During the term of this Agreement and without limiting LANI's obligation to indemnify, hold harmless and defend RAP, LANI shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City

Administrative Officer of Los Angeles, Risk Management (template Form General 146). The insurance must: (1) conform to RAP's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 10/17) [v.3] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. LANI shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LANI during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.
- (b) For any claims related to this agreement, LANI's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
- (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to

indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(d) LANI shall in all instances require their Contractor to have RAP as additionally insured.

15. Final Acceptance. Upon notice from LANI that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that LANI shall not deliver such notice to RAP until LANI has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new punch-list for completion by LANI and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon approval by the Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to LANI. Upon receipt of the Acceptance Letter, LANI shall immediately remove all of its property from the Prospective Property and shall repair, at LANI'S cost, any damage to the Prospective Property caused by such removal or caused by LANI's construction

activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANI with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a “gift-in-place” from LANI. Prior to delivery by RAP of (1) the Acceptance Letter to LANI, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.

16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), (e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property), extend beyond installation of the Improvements by LANI and acceptance thereof by RAP. Accordingly, RAP’S delivery of the Acceptance Letter shall also constitute RAP’s assumption and acceptance of LANI’s obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 68 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property. LANI and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANI.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANI shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other

contractors and subcontractors of all claims against RAP, its employees and agents. LANI shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANI shall also assign to RAP the right to any available remedies for latent defects. LANI shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.

18. Signage. RAP agrees that LANI shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANI, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by LANI during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board, in accordance with the requirements of any Grant Agreement. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.
19. Publicity. RAP and LANI agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP

agrees to notify LANI in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.

20. Termination. Any failure of LANI to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default (“Event of Default”), provided that LANI shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement. If such default is not capable of cure within such 15-day period, LANI shall have a reasonable period of time to complete such cure if LANI promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by LANI, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

LANI shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite LANI'S good faith efforts, LANI is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If LANI successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements for the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable Proposition 68 Statewide Park Program Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any applicable Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in any applicable Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any applicable Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by

any applicable Grant Agreement to the satisfaction of the grantor provided that such transfer is allowed under applicable City laws and regulations.

22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to LANI an original memorandum or notice of any such applicable Grant Agreement. LANI may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

23. CEQA Compliance. RAP shall work with LANI to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). LANI shall be responsible for all costs associated with the completion of said process and shall be identified as the "Lead Agency."

24. Miscellaneous.

(a) Any amendments to this Agreement must be in writing signed by LANI and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.

- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- (d) Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LOS ANGELES NEIGHBORHOOD INITIATIVE, a California non-profit public benefit corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Approved as to Form:  
MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

Date \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Council File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

DRAFT

**Exhibit A****Description of Prospective Properties  
and  
Funding Sources to be Pursued by LANI**

(List may be amended by mutual written consent of the parties)

<b>Project Name</b>	<b>Council District</b>	<b>Site Ownership</b>	<b>Funding Source</b>
Western Gage Tot Lot Renovation	8	Owned by RAP	Proposition 68 Statewide Park Program
Wilmington Town Square Public Art Elements	15	Owned by RAP	Proposition 68 Statewide Park Program

## Exhibit B – LAND TENURE REQUIREMENTS

### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

#### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. Provide #1 below.
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. Provide #2 below.
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). Provide #3 below.
- The land is not owned by the APPLICANT. The APPLICANT will do a "TURN-KEY" where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. Provide #4 below.

---

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. [orea.ca.gov](http://orea.ca.gov) provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See "Lease Agreement and TURN-KEY Agreements" at [parks.ca.gov/spp](http://parks.ca.gov/spp).

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

## Exhibit C – CEQA COMPLIANCE CERTIFICATION FORM



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

Grantee: \_\_\_\_\_

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

Project Address: \_\_\_\_\_

Is the CEQA analysis complete?  Yes  No

What document was filed, or is expected to be filed for this project's CEQA analysis:  
(check one) Date complete/expected to be completed

Notice of Exemption (attach recorded copy if filed) \_\_\_\_\_

Notice of Determination (attach recorded copy if filed) \_\_\_\_\_

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information**

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)                      Date                      \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

**Exhibit D**  
**LOS ANGELES NEIGHBORHOOD LAND TRUST BOARD RESOLUTION**

**Document Pending**

**Exhibit E**  
**DEAPRTMENT OF RECREATION AND PARKS – CITY COUNCIL RESOLUTION**

**DRAFT**

**Document Pending**

**Exhibit F**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]**

**DRAFT**

**Document Pending**

## Exhibit G DEPARTMENT OF RECREATION AND PARKS – SAMPLE CITY INSURANCE REQUIREMENTS

Form Gen. 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

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

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<hr/>	
<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<hr/>	
<b>General Liability</b> _____	_____
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
<b>Pollution Liability</b>	_____
<input type="checkbox"/> _____	
<hr/>	
<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<b>Crime Insurance</b>	_____
<hr/>	
<b>Other:</b> _____	
_____	
_____	
_____	
_____	

DONATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
LOS ANGELES NEIGHBORHOOD LAND TRUST  
FOR THE DEVELOPMENT AND CONSTRUCTION  
OF  
NEW PARKS IN CITY OF LOS ANGELES

This Donation Agreement (“Agreement”) for Development, and/or Construction of New Park Areas in the City of Los Angeles is entered as of \_\_\_\_\_, 20\_\_ by and between the City of Los Angeles, Department of Recreation and Parks (“RAP”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Board”) and the Los Angeles Neighborhood Land Trust (“LANLT”), a California non-profit public benefit corporation, (RAP together with LANLT, the “Parties” and each a “Party”).

RECITALS

WHEREAS, LANLT desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and,

WHEREAS, RAP supports the development of new parks (each a "Prospective Park") built by LANLT, as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Prospective Parks and Improvements (defined below) for the benefit of the community once built by LANLT and transferred to RAP for RAP ownership in accordance with the terms of this Agreement; and,

WHEREAS, this Agreement shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "Grant Agreement") to award grant funds to LANLT in the Statewide Park Development and Community Revitalization Program ("Proposition 68 Statewide Park Program" or "Grant") in support of the development and construction of recreational facilities and/or other improvements ("Improvements") to be built upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and,

WHEREAS, if sufficient grant funds in the Grant are successfully awarded to LANLT, LANLT shall coordinate the development and construction of a Prospective Park on each Prospective Property, and, as indicated on Exhibit A, it is anticipated that the Prospective Properties will be owned or leased by RAP; and,

WHEREAS, LANLT will collaborate with RAP to perform a “Park Development Phase,” which shall consist of: (i) LANLT developing a conceptual plan for the Improvements, using the results of outreach to be performed by LANLT in partnership with local community organizations and RAP; (ii) LANLT contracting for and overseeing the construction of the Improvements; and (iii) LANLT identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property; and,

WHEREAS, RAP intends to become the owner or lessor and long-term steward of each Prospective Park, and RAP shall issue LANLT a right-of-entry permit to each Prospective Property to construct the Improvements; and,

WHEREAS, LANLT expects that the Proposition 68 Statewide Park Program may be the best source of grant funds for the development and construction of the Improvements, and RAP is aware of and willing to commit to the land tenure requirements of the Grant (as described in Exhibit B).

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of LANLT and RAP towards the shared goal of getting Prospective Parks built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and LANLT and RAP wish to enter into this Agreement to establish the terms whereby LANLT and the RAP shall work together on the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that LANLT's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon Grant funds being awarded for the construction and installation of the Improvements. Accordingly, LANLT will initially use its good faith efforts to apply for grant funds under the Proposition 68 Statewide Park Program, and RAP shall use its good faith efforts to cooperate with LANLT in such grant application process. LANLT's present intention is to apply for those Grant funds identified on Exhibit A opposite the respective identified Prospective Properties. If those Grant funds are not awarded LANLT will determine if other prospective funding sources may be available.

(a) Grant Applications. LANLT shall be the applicant for grant applications for each of the Prospective Properties and will be responsible for the grant application process for each such properties. RAP shall cooperate in the grant application process and shall have an opportunity to review and comment on such grant applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an assignment of any Grant Agreement related to the development of the Prospective Properties and accept the Improvements upon completion of

the Improvements by LANLT. The grant applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by LANLT and the Contractor (defined below).

(b) Incorporation by Reference. The terms of LANLT's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement for a Prospective Property. In the event RAP agrees to an assignment of a Grant Agreement from LANLT to RAP, the terms of any such Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any such Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement.

(c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP understands that grant funding will be sought from the Proposition 68 Statewide Park Program. Consistent with the remainder of this Section 1, RAP explicitly acknowledges that LANLT will be relying upon RAP, as owner or future owner of the Prospective Property, to fulfill the twenty or thirty year land tenure requirement (as the case may be) of long term stewardship of the Prospective Property and Improvements (if more than

\$1,000,000 in Proposition 68\_Statewide Park Program grant funds are awarded for a Prospective Property then the land tenure requirement is thirty years, otherwise it is twenty years). This twenty or thirty year land tenure requirement may be renewed by LANLT or RAP, however this renewal clause shall be non-binding upon RAP unless RAP is willing to renew such requirement at the conclusion of the initial land tenure term requirement. Both Parties are willing to separately provide resolutions to the Proposition 68 Statewide Park Program to confirm their respective commitments under this Agreement. Specimens of the respective resolutions of LANLT and RAP are attached hereto as Exhibits D and E, and each will be adopted by their respective governing bodies in substantially that form before the Proposition 68 Statewide Park Program grant applications are submitted for any Prospective Park. The land tenure form and details of the land tenure requirement are attached hereto as Exhibit B.

2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term, with respect to any particular Prospective Property, shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such

earlier date as RAP or LANLT terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by LANLT and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with LANLT in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end, with respect to any particular Prospective Property where for which LANLT, despite its good faith efforts, is unable to secure adequate grant funding. So long as the Parties are pursuing at least one Prospective Property (including any Prospective Property subsequently added to Exhibit A by the mutual written agreement of the Parties), the Term shall continue with respect to such Prospective Property.

3. Environmental Assessment. LANLT or RAP shall select, hire, and instruct an environmental site assessor, who is acceptable to RAP, to prepare an environmental assessment of the soils, waters, and any improvements on the Prospective Property. Each Party will provide the other Party with a copy of any Environmental Assessment such Party contracts for and each Party will be contractually entitled to rely upon any Environmental Assessment that the other Party obtains.

4. Grant-writing. LANLT will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for each Prospective Property.
  
5. Outreach. LANLT, working closely with RAP and local community based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding each Prospective Property (“Outreach”). LANLT shall use the results of the Outreach to develop a conceptual plan for the Improvements.
  
6. Development of Plans and Specifications. LANLT, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement(s) and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through LANLT-sponsored public workshops and other community outreach efforts. Following RAP’S review and LANLT’s receipt of RAP’s written approval of the conceptual plan, LANLT shall prepare detailed final plans and specifications (“Plans and Specifications”), for RAP’s review and approval. LANLT will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. LANLT shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable

Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, as soon as RAP has control of the Prospective Property, RAP shall allow LANLT, its employees and agents, access to the Prospective Property at no cost to LANLT to install the Improvements pursuant to a Right of Entry agreement executed by LANLT in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give LANLT authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of any Grant Agreements, and applicable RAP standards and practices.
8. Selection of a Contractor; Installation of the Improvements. LANLT will select a contractor ("Contractor"), based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance

period for installation of the Improvements specified in any Grant Agreement. LANLT shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements. Without limitation, LANLT shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
- (b) The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
- (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

(d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.

9. Payments. LANLT will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP, in accordance with the terms of any Grant Agreement. During the Term of this Agreement, the real property underlying each Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, LANLT shall keep each Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by LANLT and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of LANLT. In the event that LANLT shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to LANLT, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses

incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by LANLT to RAP on demand.

10. Construction Management. If no professional construction management firm is hired for the Improvements, LANLT and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the Improvements, LANLT shall pay (and/or obtain a waiver from the City or

County of Los Angeles) of all such Fees. LANLT shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

13. Indemnification.

- (a) Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, LANLT shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by RAP, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LANLT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LANLT, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

14. Insurance. During the term of this Agreement and without limiting LANLT's obligation to indemnify, hold harmless and defend RAP, LANLT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146). The insurance must: (1) conform to RAP's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 10/17) [v.3] ); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. LANLT shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

- (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LANLT during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the LANI during the Term, including materials, parts or equipment furnished in connection with such work or operations.

- (b) For any claims related to this agreement, LANLT's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
  - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  - (d) LANLT shall in all instances require their Contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from LANLT that the Improvements on any Prospective Park have been installed in accordance with the Plans and Specifications, RAP or its designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that LANLT shall not deliver such notice to RAP until LANLT has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases and assignments required under Sections 16 and 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new punch-list for completion by LANLT and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon approval by the

Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to LANLT. Upon receipt of the Acceptance Letter, LANLT shall immediately remove all of its property from the Prospective Property and shall repair, at LANLT'S cost, any damage to the Prospective Property caused by such removal or caused by LANLT's construction activities on the Prospective Property. Following delivery of the Acceptance Letter, RAP shall provide LANLT with a Resolution from the Board of Recreation and Park Commissioners accepting the Improvements as a "gift-in-place" from LANLT. Prior to delivery by RAP of (1) the Acceptance Letter to LANLT, and (2) the Assignment and Assumption of Grant Agreement(s) detailed in Section 16 below, RAP shall not allow public use of the Prospective Property or Improvements.

16. Assignment and Assumption of Grant Agreement(s). Some obligations of the Grant Agreement(s), (e.g., provisions pertaining to accepted uses and maintenance of the Prospective Property), extend beyond installation of the Improvements by LANLT and acceptance thereof by RAP. Accordingly, RAP'S delivery of the Acceptance Letter shall also constitute RAP's assumption and acceptance of LANLT's obligations as grantee of any Grant Agreement. Specifically, and without limitation, RAP shall thereupon assume and accept the obligations of any Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, if a Proposition 68 Statewide Park Program Grant Agreement is awarded for installing Improvements on the Prospective Property.

LANLT and RAP each agree to execute any assignment and assumption of any Grant Agreement once RAP has delivered the Acceptance Letter to LANLT.

17. Delivery of Improvements. Following Final Acceptance by RAP, LANLT shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. LANLT shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. LANLT shall also assign to RAP the right to any available remedies for latent defects. LANLT shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that LANLT shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of LANLT, the grantors under any Grant Agreements, and community based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by LANLT during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board, in accordance with the requirements of any Grant Agreement. The Board of

Recreation and Park Commissioners shall have the sole right to name the Prospective Parks according to its naming policy.

19. Publicity. RAP and LANLT agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP agrees to notify LANLT in writing of any press release, public announcement, or marketing of the Prospective Parks. Moreover, to the extent stipulated in any Grant Agreement, RAP shall duly notify any grantors prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Similarly, any document, written report, or brochure prepared in whole or in part pursuant to installation of the Improvements shall contain any acknowledgements required under any Grant Agreement.
20. Termination. Any failure of LANLT to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that LANLT shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement. If such default is not capable of cure within such 15-day period, LANLT shall have a reasonable period of time to complete such cure if LANLT promptly undertakes action to cure

such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by LANLT, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

LANLT shall have the right to terminate this Agreement, with respect to any Prospective Property, if, despite LANLT'S good faith efforts, LANLT is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If LANLT successfully completes the installation of the Improvements on a Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations of RAP, as successor grantee, under any Grant Agreements for the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable Proposition 68 Statewide Park Program Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of any applicable Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the

Improvements for the time and in the manner specified in any applicable Grant Agreement. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized by any applicable Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the obligations imposed by any applicable Grant Agreement to the satisfaction of the grantor provided that such transfer is allowed under applicable City laws and regulations.

22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to LANLT an original memorandum or notice of any such applicable Grant Agreement. LANLT may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.
23. CEQA Compliance. RAP shall work with LANLT to provide an Environmental Compliance Certification Form, in the form of Exhibit C, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). LANLT shall be responsible for all costs associated with the completion of said process and shall be identified as the “Lead Agency.”
24. Miscellaneous.

- (a) Any amendments to this Agreement must be in writing signed by LANLT and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.
- (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
- (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- (d) Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

*(Signature Page to Follow)*

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement for Development and Construction of the New Parks in City of Los Angeles to be executed as of the date first written above.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LOS ANGELES NEIGHBORHOOD LAND TRUST, a California non-profit public benefit corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Approved as to Form:  
MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

Date \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

Council File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_ of City Contracts

DRAFT

**Exhibit A****Description of Prospective Properties  
and  
Funding Sources to be Pursued by LANLT**

(List may be amended by mutual written consent of the parties)

<b>Project Name</b>	<b>Council District</b>	<b>Site Ownership</b>	<b>Funding Source</b>
Watts Towers Arts Center Campus Expansion	15	Owned by RAP	Proposition 68 Statewide Park Program
11th Street Pocket Park	8	Owned by RAP	Proposition 68 Statewide Park Program

## Exhibit B – LAND TENURE REQUIREMENTS

### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

#### PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. **Provide #1 below.**
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. **Provide #2 below.**
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). **Provide #3 below.**
- The land is not owned by the APPLICANT. The APPLICANT will do a "TURN-KEY" where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. **Provide #4 below.**

---

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor's parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor's parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land's sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. [orea.ca.gov](http://orea.ca.gov) provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See "Lease Agreement and TURN-KEY Agreements" at [parks.ca.gov/spp](http://parks.ca.gov/spp).

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

## Exhibit C – CEQA COMPLIANCE CERTIFICATION FORM



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

Grantee: \_\_\_\_\_

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

Project Address: \_\_\_\_\_

Is the CEQA analysis complete?  Yes  No

What document was filed, or is expected to be filed for this project's CEQA analysis:  
(check one) Date complete/expected to be completed

Notice of Exemption (attach recorded copy if filed) \_\_\_\_\_

Notice of Determination (attach recorded copy if filed) \_\_\_\_\_

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information**

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Certification**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)                      Date                      \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

**Exhibit D**  
**LOS ANGELES NEIGHBORHOOD LAND TRUST BOARD RESOLUTION**

**Document Pending**

**Exhibit E**  
**DEAPRTMENT OF RECREATION AND PARKS – CITY COUNCIL RESOLUTION**

**DRAFT**

**Document Pending**

**Exhibit F**  
**DEPARTMENT OF RECREATION AND PARKS –**  
**STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17) [V.3]**

**DRAFT**

**Document Pending**

**Exhibit G  
DEPARTMENT OF RECREATION AND PARKS –  
SAMPLE CITY INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

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

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<p>___ <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b></p>	
	<p>WC <u>Statutory</u></p> <p>EL _____</p>
<p><input type="checkbox"/> Waiver of Subrogation in favor of City</p>	
<p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p>	
<p>___ <b>General Liability</b> _____</p>	
<p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p>	
<p><input type="checkbox"/> Sexual Misconduct _____</p>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work) _____</p>	
<p>___ <b>Professional Liability</b> (Errors and Omissions) _____</p>	
<p>Discovery Period <u>12 Months After Completion of Work or Date of Termination</u></p>	
<p>___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company) _____</p>	
<p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p>	
<p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p>	
<p>___ <b>Pollution Liability</b> _____</p> <p><input type="checkbox"/> _____</p>	
<p>___ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b> _____</p>	
	100% of the contract price
<p>___ <b>Crime Insurance</b> _____</p>	
<p><b>Other:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

# Competitive Grant Program Contract



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	FISCAL YEAR	
		Funding Source	OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

### **B. Project Execution**

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

### **C. Procedural Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

### **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

**F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

**G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.  
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

**K. Severability**

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

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title