

APPROVED

APR 21 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-084

DATE April 21, 2022

C.D. Various

BOARD OF RECREATION A

SUBJECT: PROPOSITION A GRANT AGREEMENT FOR TREE PLANTING AT NINE PARKS IN NORTHEAST LOS ANGELES AND BOYLE HEIGHTS; ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT FROM COMMUNITY PARTNERS TO DEPARTMENT OF RECREATION AND PARKS FOR LONG-TERM MAINTENANCE OF COMPLETED PROJECT - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(8) [MAINTENANCE OF EXISTING LANDSCAPING] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ M. Rudnick _____
H. Fujita _____ C. Santo Domingo _____
J. Kim _____ *N. Williams NDW

[Signature]
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

- 1. Approve the assignment by Community Partners to the Department of Recreation and Parks (RAP) and the assumption by RAP of the maintenance obligations regarding the "Use of Facilities" as set forth in Section J.2. of the Proposition A Grant Agreement (Grant Agreement, Attachment 2 hereto) for the project "Growing a Green Oasis: Trees as Safe Havens for East Los Angeles" (Grant), subject to the approval of the City Council and Mayor pursuant to Section 14.7 of the Los Angeles Administrative Code ("Assignment");
2. Authorize the General Manager or designee to execute the Assignment and Assumption of Grant Agreement (AAGA) in the form attached to this Report as Attachment 1 and as requested by Los Angeles County Regional Park and Open Space District (RPOSD), which assigns the maintenance obligations of the Grant as set forth in Section J.2. of the Grant Agreement to RAP from the original grantee, Community Partners (a nonprofit), to RAP as assignee, subject to the approval of the City Council and Mayor, and the City Attorney as to form;
3. Determine that the assignment of the Grant Project ("Growing a Green Oasis: Trees as Safe Havens for East Los Angeles") as authorized under this Report is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) [Maintenance of existing landscaping] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP Staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

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4. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE; and,
5. Authorize RAP staff to make any technical adjustments to the AAGA as necessary to carry out the intent of this Report.

SUMMARY

RAP staff requests the Board of Recreation and Park Commissioners Board (Board) approve the Assignment of the Grant Agreement through the execution of the AAGA as requested by the Regional Park and Open Space District (RPOSD), the Proposition A Grantor. The Assignment would assign to RAP obligations to maintain the 351 trees planted at 9 specified parks as part of the Grant Project ("Growing a Green Oasis: Trees as Safe Havens for East Los Angeles") under a Proposition A grant agreement originally awarded to Community Partners (a non-profit). The grant was awarded in 2017 for the Grant Project which was completed in 2018. The Grant scope of work included the planting of 351 trees at 9 parks in Northeast Los Angeles and Boyle Heights at parks owned by the City of Los Angeles and operated by RAP. By approving the AAGA, RAP would assume the obligations set forth in Section J.2. of the Grant Agreement to maintain the 351 trees planted at the specified 9 parks as completed by Community Partners under the Proposition A agreement. No other obligations of the Grant will be assumed by RAP.

Since RAP operates the 9 parks where the trees were planted, RPOSD requested RAP's approval of the AAGA to assume the grant obligation to maintain and operate the Project in perpetuity in accordance with the Proposition A grant agreement and guidelines. Once the AAGA becomes effective and Community Partners closes out the Grant, RAP would be entitled to receive reimbursement from RPOSD to offset future expenses related to the maintenance of the planted trees at the 9 specified parks under Measure A Grant's Maintenance and Servicing Program for which RPOSD is also the grantor.

In 2016, Community Partners submitted a Proposition A grant application to RPOSD for a Project ("Growing a Green Oasis: Trees as Safe Havens for East Los Angeles"). In 2017, RPOSD awarded Community Partners (as grantee) a grant in the amount of \$199,666 to plant 351 trees at 9 specified parks in Northeast Los Angeles and Boyle Heights. The grant's additional match requirement of \$50,029.36 was fulfilled by and split between City Plants (under Community Partners' fiscal sponsorship) and RAP as followed: City Plants distributed 400 free trees paid for by City Plants and Los Angeles Department of Water and Power (LADWP) to the local communities while RAP contributed staff labor, tools and materials. The AAGA would not obligate RAP to distribute trees to the communities but only to maintain and operate the capital project of the Grant scope which is the 351 planted trees at the 9 specified parks.

By 2018, the Grant Project was complete. After the trees were planted, City Plants continued to maintain and water the trees through 2020. Since 2020, RAP has taken over the maintenance of the planted trees. Furthermore, RAP has worked with City Plants to develop an inventory detailing the planting locations and species of the 351 trees at the 9 parks.

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Community Partners is a California nonprofit public benefit 501(c)(3) exempt organization serving as fiscal sponsor for the benefit of City Plants, a Los Angeles-based nonprofit, in the Proposition A Grant Project.

TREES AND SHADE

The Grant Project has led to 351 trees planted at 9 parks operated by RAP in Northeast Los Angeles and Boyle Heights. The 9 sites for this Grant Project were selected according to three criteria: CalEnviroScreen 2.0 population characteristics and pollution burden composite scores, CalEPA Urban Heat Island Index data (presented as average daily temperature increase in degrees Fahrenheit), and park need (as published in LA County's Comprehensive Parks and Recreation Needs Assessment Final Report). At each site, City Plants and RAP staff prioritized tree-planting near high-use, non-shaded areas, including playgrounds, pedestrian walkways, picnic tables, bleachers, and exercise facilities. The 9 sites are:

Park Name	CD	Address	Number of Trees
Ernest E. Debs Park	1	4235 Monterey Rd., Los Angeles, CA 90032	38
Garvanza Park	14	6240 East Meridian Street, Los Angeles, CA 90042	18
Hazard Recreation Center	14	2230 Norfolk St., Los Angeles, CA 90033	32
Hermon Park	14	5566 Via Marisol, Los Angeles, CA 90042	30
Highland Park Recreation Center	14	6150 Piedmont Ave., Los Angeles, CA 90042	18
Hollenbeck Park	14	415 South Saint Louis St., Los Angeles, CA 90033	81
Lincoln Park	14	3501 Valley Blvd., Los Angeles, CA 90031	54
San Pascual Park	14	930 San Pasqual Ave., Los Angeles, CA 90042	25
Sycamore Grove Park	1	4702 N. Figueroa St., Los Angeles, CA 90042	55

ENVIRONMENTAL IMPACT

The proposed AAGA consists of a transfer of responsibility for maintaining existing landscaping.

None of the sites included in the proposed agreement is in a coastal zone. Only one of the sites (Hollenbeck Park) is within a methane zone, and four (4) are in a Historic Preservation Overlay Zone (Highland Park, San Pascual Park, Sycamore Grove Park, Garvanza Park are located within the Highland Park, - Garvanza Historic Preservation Overlay Zone). However, the actions included in the proposed agreement do not impact on any recognized environmental resource of hazardous or critical concern. Therefore, there is no reasonable possibility that the proposed agreement will have a significant effect due to its location or unusual circumstances. No other

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known projects would involve cumulatively significant impacts, and no future projects would result from the proposed agreement.

As of January 10, 2021, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) has not listed any of the sites included in the proposed agreement. However, it has listed the following cases near them (within 500 feet):

- Ernest E. Debs Park: Case # 90042003, a Leaking Underground Storage Tank (LUST); the case was closed on 8/12/1996;
- Hermon Park: Case # 90042003LUST case closed on 8/12/1996 and Case # 900420052, a LUST case still open;
- Hazard Recreation Center: Case # 900990261A, a LUST case closed on 10/4/2021 and Case # 90090261, a LUST case closed on 8/1/1996;
- Hollenbeck Park: Case #90033037, a LUST case closed on 5/3/1990 and a Case # 900230289, a LUST case closed on 10/8/2004.

Since most of the cases have been closed and the plumes do not affect the sites included in the proposed agreement, the proximity of these cases will not create any significant hazard to the public or to the proposed Project.

According to the Caltrans Scenic Highway Map, the Arroyo Seco Parkway, a federally recognized scenic highway listed in the National Register of Historic Places (NRHP) with #10001198, is located within the vicinity of San Pascual Park, Sycamore Grove Park, Debs Park and Hermon Park. Furthermore, Hollenbeck Park is located in the vicinity of Santa Fe Line Hospital (NRHP # 05001499). However, the maintenance of existing trees is not likely to affect the scenic nature of the parkway or cause a substantial adverse change in the significance of a historical resource.

Based on this information, staff recommends that the Board of Recreation and Parks Commissioners' (Board) determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval

FISCAL IMPACT

There is no expected fiscal impact to RAP's General Fund.

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

STRATEGIC PLAN INITIATIVES AND GOALS

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

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

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

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Result: The project enhances the park users' experience and creates additional green space in the communities of Northeast Los Angeles and Boyle Heights.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment No. 1 – Assumption and Assignment of Grant Agreement (AAGA) (unsigned)
- 2) Attachment No. 2 – Original Grant Agreement between Community Partners as Grantee
- 3) Attachment No. 3 – Original Grant Application to RPOSD

ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (Assignment), dated for reference purposes only as of _____, _____, is made by and among the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (District), a California Special District; Grantee [Community Partners], a [Non-Profit Organization]; and Assignee [City of Los Angeles, Recreation & Parks Department], a [Public Agency].

RECITALS

A. On May 15, 2017, Community Partners, Grantee and the District entered into Grant Agreement 58M1-17-2655 (Grant Agreement), for the Trees as a Safe Haven for East Los Angeles (Project).

B. Following completion of the Project, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement as set forth herein. The District is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the District hereby agree to the following:

1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, titles, interests, and obligations as Grantee of the Project as to those maintenance and operation obligations stated in Section J. (Use of Facilities), subsection J.2. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Grant Agreement and assumes these specific obligations of Grantee arising under the Grant Agreement only as they are related to the obligations for the Project as stated in Section J. (Use of Facilities), subsection J.2.
2. **Consent to Assignment, Assumption and Release.** District consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee as to those maintenance and operations obligations stated in Section J. (Use of Facilities), subsection J.2 under the Grant Agreement. Assignee is entitled to use its Measure A Maintenance and Servicing funding for the maintenance and servicing of the Project in accordance with the Grants Administration Manual.
3. **Use of Real Property.** It is the intent of the parties that the Project shall be used, operated, maintained and managed in accordance with the Grant Agreement. The

property on which the Project is sited shall not be sold, transferred, exchanged or otherwise conveyed (including any portion of it or any interest in it) (each, a "Transfer") except in compliance with Sections D.9 and D.10 of the Grant Agreement.

4. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date) and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the District shall be those set forth in the Grant Agreement.

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

IN WITNESS WHEREOF, District, Grantee, and Assignee have executed this Assignment and Assumption of Grant Agreement as set forth below.

**LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT**, a California
Special District

Dated: _____

By: _____
Director / Administrator
Regional Park and Open Space District

GRANTEE [Community Partners], a [Non-Profit
Organization]

Dated: _____

By: _____
[Mamie Funahashi]
[Chief Financial Officer]

ASSIGNEE [City of Los Angeles, Recreation &
Parks Department], a [Public Agency]

Dated: _____

By: _____
[Michael A Shull]
[General Manager]

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

By: _____
Steven H. Hong
Deputy City Attorney

PROJECT AGREEMENT-V16

'17 APR 18 P3:36

Los Angeles County Regional Park and Open Space District Grant

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

Grant No.: 58M1-17-2655

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

Grantee: Community Partners

Project Name: Trees as a Safe Haven for East Los Angeles

Grant Amount: One hundred ninety-nine thousand six hundred sixty-six dollars (\$199,666.00)

Awarded pursuant to Funding Identification Code(s): 4. m. 1. D. 4. n. 1. D.

Description of Project:

The planting and maintaining of trees in East Los Angeles area parks. The overall project also includes the distribution of free trees to community members.

Project Performance Period: FROM: 12/13/2016 TO: 12/31/2021

Special Provisions

General Provisions

A. Definitions

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

B. Project Execution

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

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

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

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

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

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

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

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

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient.

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

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

C. Project Costs

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

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

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

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

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

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide

to the District a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.
5. Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless the District approves otherwise in writing.

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

Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

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

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

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2)

the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

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

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

E. Project Completion and Enforcement

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

terminate or suspend this Agreement.

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

F. Payment of Funds

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

All Payment Request Forms should be sent to:

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

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

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify the District from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

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

I. Financial Records

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

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

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

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

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

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

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.
4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the

provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

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

M. Severability

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

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

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

GRANTEE:

By:  _____
Signature of Authorized Representative

Title: CFO

Date: 3/13/17

LOS ANGELES COUNTY
REGIONAL PARK & OPEN SPACE DISTRICT:

By:  _____
Director, Regional Park and Open Space District

Date: 5/15/17

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By:  _____
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

Grant No.: 58M1-17-2655



Attachment A

Los Angeles County Proposition A

**Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection**

Approved by Los Angeles County voters on November 5, 1996

The complete Resolution is on file with the District and is hereby incorporated by reference.

Attachment B

Grant Application Form and Resolution of the Community Partners

for Trees as a Safe Haven for East Los Angeles

Grant Number: 58M1-17-2655

The complete application is on file with the District and is hereby incorporated by reference.

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

EXHIBIT A

REG PK & OPEN SPACE DIST
RECEIVED

Grant Application Form

This form and required attachments must be submitted for each project.

Project Name: Growing a Green Oasis: Trees as Safe Havens for East Los Ange	<i>For District Use Only</i> 16 AUG -4 AM 37
	Grant Number: <u>50M1 17 2655</u>
Project Applicant: <i>(Name of agency and mailing address)</i> Community Partners for the benefit of City Plants, 1000 North Alameda Street, Suite 240, Los Angeles, CA 90012	Program Manager: <u>Latrina Hancock</u>
	Proposition Section(s) <u>\$15,893.54-4.m.1.D</u> <u>\$183,772.46-4.m.1.D</u>
	Grant Amount Requested: <u>\$199,660.00 199,660.00</u>
	Total Project Cost: <u>\$249,695.36</u>
Source(s) of other funds:	<u>City of Los Angeles Department o Recreation and Parks and the City Plants Program</u>
Project Address:	<u>Varied (See project vicinity and boundary maps)</u>

Grant Applicant's Representative Authorized in Resolution:

<u>Mamie Funahashi (Community Partners)</u>	<u>Chief Financial Officer</u>	<u>(213) 346-3202</u>
Name	Title	Phone

Person with day-to-day responsibility for project (if different from authorized representative):

<u>Elizabeth Skrzat (City Plants)</u>	<u>Program Director</u>	<u>(213) 978-1798</u>
Name	Title	Phone

Brief Description of Project:

Community Partners for the benefit of City Plants, in partnership with the City of LA Dept. of Recreation and Parks, aims to plant and maintain 351 trees in 8 East LA parks and distribute 400 free trees to community members. The goals are 1) To create a close-knit network of well-maintained, high canopy parks that will serve as safe havens for residents threatened by extreme heat 2) To activate and empower community residents surrounding these sites as tree stewards through community planting events and

Project Performance End D: Oct-19 12/3/2021 (LB)

<p>For Development Projects - Land Tenure:</p> <p>Project is <u>127.87</u> Acres</p> <p>_____ Acres owned by Applicant (fee simple)</p> <p>_____ Acres available under a _____ year lease</p> <p>x Acres - Other <i>(please explain)</i></p> <p>Acres owned by City of LA - Permission to plant granted</p>	<p>For Acquisition Projects:</p> <p>Project is _____ acres.</p> <p>_____ Acquired in fee simple by Applicant</p> <p>_____ Acquired in other than fee simple <i>(please explain)</i></p>
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I certify that the information contained in this project application form, including the required attachments, is accurate and that I have read and understand the important information and assurances on the reverse side of this form.


Signature of Applicant's Representative as shown in resolution.

8/2/16
Date