

APPROVED
MAR 03 2022
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-045

DATE March 03, 2022

C.D. VARIOUS

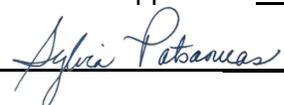
BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CALIFORNIA DEPARTMENT OF PARKS AND RECREATION – OUTDOOR EQUITY PROGRAM (OEP) 2021 APPLICATION CYCLE GRANT – RETROACTIVE APPROVAL OF APPLICATION, PROGRAM SCOPES AND BUDGET, AND APPROVE RESOLUTION; ACCEPTANCE OF GRANT FUNDS, IF AWARDED

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


_____ General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President  Board Secretary 

RECOMMENDATIONS

1. Retroactively approve the 12 proposed programs scopes and budgets submitted by the Department of Recreation and Parks (RAP) to the State of California, Department of Parks and Recreation (State) under the Outdoor Equity Program (OEP) grant (Grant) 2021 application cycle, 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 12 projects for which RAP is the applicant of the Grant funds, which approves the filing of applications for Grant funds for the such projects, and designates RAP's General Manager, Executive Officer, Assistant General Manager, or Chief Financial Officer 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 programs scopes;
3. Authorize RAP's General Manager or designee to accept and receive the OEP Grant funds from the State, if awarded and subsequent to Mayor and City Council approval of such acceptance, and to execute a grant agreement with the State for the Grant funded Programs for the scope and amount as more fully set forth in this Report and with terms

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substantially similar to those set forth in the sample grant agreement attached to this Report as Attachment No. 3, subject to the approval of the Mayor and City Council and City Attorney approval as to form;

4. 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 approval to apply for grant funds, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
5. 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 14.6 et seq. as may be amended;
6. Authorize RAP's Chief Accounting Employee or designee to establish the necessary account(s) and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Grant funds, if awarded, upon acceptance of Grant award funds by RAP after obtaining all necessary approvals; and
7. Authorize RAP's Chief Accounting Employee or designee to make any technical changes, as may be necessary to effectuate the intent of this Report.

SUMMARY

On October 9, 2019, Assembly Bill 209 was approved to establish the Outdoor Equity Grants Program (OEP) to increase the ability of underserved and at-risk populations to participate in outdoor environmental educational experiences at state parks and other public lands where environmental education programs take place.

On June 1, 2021, the State released the OEP 2021 application cycle (Grant) in the amount of \$57 million to be awarded. The intent of the OEP is to increase the ability of residents in low income urban and rural communities to participate in outdoor experiences at state parks and other public lands. OEP grants are meant to improve the health and wellness of Californians by connecting underserved communities to natural areas throughout California. The OEP will fund program operating and transportation costs but will not fund capital projects. The OEP 2021 cycle applications were due and submitted on October 8, 2021. The State requires RAP to submit a resolution for the proposed programs prior to any grant being awarded.

RAP submitted a total of 12 applications as part of the OEP 2021 cycle. Nine applications were submitted to implement a youth camping and environmental education program at the following recreation centers: 109th Street, David M. Gonzales, Harvard, Hollenbeck, Lemon Grove, Panorama, Seoul International, South Park, and Valley Plaza. This program will teach youth and their families about camping skills and safety, recycling, community activism, and the environment. Three applications were submitted to implement a youth fishing and marine life education program at the following pools: Hubert Humphrey, Van Ness, and Algin Sutton. This program will teach youth and their families fishing skills and about marine life and the ecosystem.

The grant performance period for the OEP Grant will either be July 1, 2020 to June 30, 2025 or

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July 1, 2021 to June 30, 2026 to include pre-award planning costs. The final grant period timeframe will be determined by the State prior to Grant award and will give RAP either three or four years to complete the Grant program(s) after being awarded. Through this Report, RAP requests retroactive approval of the 12 grant applications submitted along with the 12 program scopes and budget, as well as approval of the Resolution and acceptance of the Grant funds if awarded.

RESOLUTION REQUIREMENTS

As part of the OEP Grant, each program 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 Attachment No. 2 Exhibit A is the list of 12 programs for which RAP submitted applications to be considered and approved by the Board, City Council, and Mayor. The resolution must be certified by the City Clerk and transmitted by RAP to the California Department of Parks and Recreation, Office of Grants and Local Services prior to being awarded any of these grants.

FISCAL IMPACT STATEMENT

Application for the OEP Grant funds and acceptance of such funds from the State, if awarded, does not require RAP to provide matching funds, however RAP may need to supplement these Grant programs with staff salaries, usage of City vehicles, fuel, and other minor supplies or site fees to be determined. This Grant will provide essential funding to offer programs educating youth in camping, fishing, marine life, and the environment during the term of this Grant.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Improved health and social equity for young Angelenos

This Report was prepared by Jennifer Sapone, Senior Management Analyst I, Program Grants Section.

LIST OF ATTACHMENTS

1. Outdoor Equity Grant Proposed Program List
2. Outdoor Equity Grant Resolution with Exhibit A – List of Proposed Programs
3. Form of Grant Contract

**DEPARTMENT OF RECREATION AND PARKS
PROPOSED OUTDOOR EQUITY GRANTS PROGRAM LIST**

#	PROGRAM NAME	LOCATION	CD	TOTAL PROGRAM COST	REQUESTED GRANT AMOUNT	PROGRAM TYPE	PROGRAM DESCRIPTION
1	CLA RAP - AIR, LAND, & SEA - 109TH STREET RC	1464 E 109th Street Los Angeles, 90059	15	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
2	CLA RAP - AIR, LAND, & SEA - DAVID M. GONZALES RC	10943 Herrick Avenue Los Angeles, 91331	7	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
3	CLA RAP - AIR, LAND, & SEA - HARVARD RC	1535 W 62nd Street Los Angeles, 90047	8	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
4	CLA RAP - AIR, LAND, & SEA - HOLLENBECK RC	415 S St. Louis Street Los Angeles, 90033	14	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
5	CLA RAP - AIR, LAND, & SEA - LEMON GROVE RC	4959 Lemon Grove Avenue Los Angeles, 90029	13	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
6	CLA RAP - AIR, LAND, & SEA - PANORAMA RC	8600 Hazeltine Avenue Los Angeles, 91402	6	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
7	CLA RAP - AIR, LAND, & SEA - SEOUL INTERNATIONAL RC	3250 San Marino Street Los Angeles, 90006	10	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
8	CLA RAP - AIR, LAND, & SEA - SOUTH PARK RC	345 E 51st Street Los Angeles, 90011	9	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
9	CLA RAP - AIR, LAND, & SEA - VALLEY PLAZA RC	12240 Archwood Street North Hollywood, 91606	2	\$326,655	\$310,035	Youth Camping & Environmental Education	Educate youth and their families about camping skills and safety, recycling, community activism, and environmental sustainability of the air, land, and sea.
10	CITY OF LOS ANGELES RECREATION AND PARKS - HUBERT HUMPHREY POOL YOUTH FISHING	12560 Filmore Street Pacoima, 91331	7	\$30,148	\$30,148	Youth Fishing & Marine Life Education	Educate youth and their families about fishing and marine wildlife.
11	CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS - VAN NESS POOL FISHING	5720 2nd Avenue Los Angeles, 90043	8	\$30,148	\$30,148	Youth Fishing & Marine Life Education	Educate youth and their families about fishing and marine wildlife.
12	LOS ANGELES CITY RECREATION AND PARKS - ALGIN SUTTON YOUTH FISHING	8800 S. Hoover Street Los Angeles, 90044	8	\$30,148	\$30,148	Youth Fishing & Marine Life Education	Educate youth and their families about fishing and marine wildlife.
Total				\$3,030,339	\$2,880,759		

Council File No.: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES

**Approving the Application for
OUTDOOR EQUITY GRANTS 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 Outdoor Equity Grants 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 program;

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 programs included in this application, the sufficient funds to complete the programs; and
2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the programs as described in the Grant Selection Criterion response; 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 the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager or 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 _____, 2022

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Los Angeles following a roll call vote:

Ayes: _____
Noes: _____
Absent: _____

HOLLY L. WOLCOTT, City Clerk

By: _____

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, 20XX through June 30, 20XX

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	Funding Source	FISCAL YEAR
				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 Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code (hereinafter referred to as “GRANT PROGRAM”). 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 “GRANT PROGRAM” means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, 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 “GRANTOR”, “DEPARTMENT”, or “STATE” means the California Department of Parks and Recreation.
4. The term “GRANTEE” means the recipient of GRANT MONIES as described in Section I of this CONTRACT.
5. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.
6. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for the Outdoor Equity Grants Program” and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and 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.

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.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for 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 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 activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirements

1. *Coverage term:* Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. *Policy cancellation or termination and notice of non-renewal:* Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. *Deductible:* GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

4. *Primary clause:* Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. *Insurance carrier required rating:* All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. *Endorsements:* Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance, or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. *Inadequate insurance:* Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the CONTRACT.
8. *Commercial general liability:* The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.
9. *Vehicle insurance:* In addition to general liability coverage required by Section H of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. *Vehicle liability:* The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. *Workers’ compensation and employer’s liability:* The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer’s liability coverage limits

of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

- (2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.

12. *Self-insurance*: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. 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 GRANT PROGRAM, (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; and c) 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 final payment may not be made until the work described in the GRANT SCOPE is complete.

G. 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 F, provision 2, of this CONTRACT.

H. 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 activities conducted 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.

I. 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.
2. 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.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on 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 activities 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 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