

BOARD REPORT

NO. 23-052

DATE March 16, 2023

C.D. VARIOUS

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CALIFORNIA NATURAL RESOURCES AGENCY – PROPOSITION 64 YOUTH COMMUNITY ACCESS PROGRAM GRANT 2022 APPLICATION CYCLE – RETROACTIVE APPROVAL OF SUBMISSION OF APPLICATION, PROGRAM SCOPE AND BUDGET; APPROVAL OF RESOLUTION AND ACCEPTANCE OF GRANT FUNDS, IF AWARDED

B. Aguirre	_____	M. Rudnick	_____
* B. Jackson		C. Santo Domingo	_____
		N. Williams	_____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

If Approved: Board President _____ Board Secretary _____

RECOMMENDATIONS

1. Retroactively approve the submission of the grant application attached to this Report at Attachment No. 1 with the proposed program scope and budget submitted by the Department of Recreation and Parks (RAP) to the State of California Natural Resources Agency (State) under the Proposition 64 Youth Community Access Program (YCA) grant (Grant) 2022 application cycle, as detailed in the summary of this Report, 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 the project for which RAP is the applicant of the Grant funds, which approves the filing of the application for Grant funds for the project, and designates RAP's General Manager, Executive Officer, Assistant General Manager, Chief Financial Officer, or designee 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 program scope;

3. Authorize RAP's General Manager or designee to accept and receive the YCA 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

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4. Program 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. 3, subject to the approval of the Mayor and City Council and City Attorney approval as to form;
5. 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;
6. 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;
7. 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
8. 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 November 8, 2016, Proposition 64, the "Control, Regulate and Tax Adult Use of Marijuana Act" was passed, which legalized the recreational sale and use of cannabis to people over the age of 21 and levied new excise taxes on the cultivation and retail sale of all state-regulated cannabis. Proposition 64 created the Youth Education, Prevention, Early Intervention and Treatment Account (YEPEITA) into which the State Controller deposits 60% of the tax revenues from marijuana sales for youth programs designed to educate about and prevent substance use disorders and to prevent harm from substance abuse. Funds appropriated to the California Natural Resources Agency (State) are for competitive grants to support youth access to natural or cultural resources with a focus on low-income and disadvantaged communities. This includes, but is not limited to, community education and recreational amenities to support youth substance use prevention and early intervention.

In June of 2022, the State released the YCA 2022 application cycle (Grant) in the amount of \$18.3 million to be awarded. The intent of the YCA is to award communities disproportionately affected by past federal and state drug policies, also known as the War on Drugs, as well as other underserved communities. The War on Drugs disproportionately impacted communities of color, particularly low-income communities. The YCA Grant program aims to be a resource to address and repair the multi-generational community impacts of the War on Drugs.

The following is the project description and budget for which RAP requests approval as part of its application for the Grant:

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CLASS (Clean and Safe Spaces) Parks Youth Employment Internship Program (YEIP) – Outdoor Education Leadership Training.

Program Scope:

A youth internship program that will be offered to 60 total youth ages 14-16 from the CLASS Parks sites, over the course of two summers (2024 and 2025). The program will run for 8-weeks each summer where participants will receive hands-on training in basic camping and outdoor skills, survival skills, first aid, topographical maps, stars, plants, and wildlife.

This funding will augment CLASS Parks current Outdoor Education Leadership Training by including weekly field trips to local natural and cultural landmarks, such as El Pueblo, Griffith Park, Cabrillo Marine Aquarium, Los Angeles River, Sepulveda Basin, Watts Towers, Hansen Dam, and Los Angeles Zoo. On non-field trip days, interns will receive training alongside recreation professionals and assist staff at a local recreation center with summer camp.

Interns will receive a weekly stipend and by the end of the program will be expected to have a basic understanding of camping and survival skills, conservation, cultural and historical landmarks, and exposure to diverse outdoor careers.

Program Budget:

Total Program Budget: \$450,000.

State Grant amount requested: \$300,000.

The difference between the program budget and the grant amount includes a portion of RAP staff salaries and contingencies, marketing materials, uniforms, youth lunches and stipends, which would be covered by other grant funding for the CLASS Parks YEIP.

RESOLUTION REQUIREMENTS

As part of the YCA Grant, each application that is submitted to the State for funding must have an accompanying resolution by the respective legislative body authorizing the grant application. Attachment No. 2 to this Report is the required Resolution 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 State prior to being awarded this grant.

FISCAL IMPACT STATEMENT

Application for the YCA 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 this Grant program with staff salaries, usage of City vehicles, fuel, marketing materials, youth meals and stipends, or other minor supplies or site fees to be determined. There are also other grant funds that assist with the CLASS Parks YEIP that can supplement this Grant. This Grant will provide essential funding to offer programs educating and training youth in basic camping and outdoor skills, survival skills, first aid, reading maps, and the learning about the environment during the term of this Grant.

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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. Youth Community Access Grant Application
2. Youth Community Access Grant Resolution
3. Form of Grant Contract

Print Application

RFP Title: Youth Community Access Grant Program 2022

Project Title: CLASS Parks Youth Employment Internship Program (YEIP) – Outdoor Education Leadership Training

Estimated Date of Completion: 10/01/2025

Funds Requested(\$): 300,000.00

Other Sources of Funds(\$): 150,000.00

Total Budget(\$): 450,000.00

Applicant Organization: City of Los Angeles

Applicant Address: 221 N. Figueroa St , Los Angeles , CA - 90012

Federal Tax ID: 956000735

County: Los Angeles **City/Town:** Los Angeles

Project Address: Not applicable, the program will take place at various locations in Los Angeles.

Senate District: 30
18,24,26,27,30,33,35, 59

Assembly District: 39,45,46,51,53,54,62,64,66, 43

US Congressional District: 28,29,34,38,40,47,

Project Description:

Participants will receive hands-on training and gain knowledge in basic camping and outdoor skills, survival skills, first aid, topographical maps, stars, plants, wildlife, and outdoor careers. The participants will be ages 14-16 and will be recruited from Los Angeles's most vulnerable neighborhoods. For 8 weeks, interns will take a weekly field trip to local natural and cultural landmarks: Griffith Park, the LA River, the Cabrillo Marine Aquarium, the LA Zoo, Hansen Dam, El Pueblo Historical Monument, the Sepulveda Basin, and the Watts Towers. As part of the program, interns will also receive training alongside recreation professionals and assist staff at a local recreation center with summer camp.

Latitude: 34.051220000 **Longitude:** -118.241850000

Coordinates Represent: Not applicable, the program will take place at var

Coordinates Determined Using: Not applicable, the program will take place at var

Project Director (Applicant's Representative Authorized in Resolution) (Signature required at bottom of this page)

Name: Belinda - Jackson **Title:** Project Director: Authorized Representative

Phone: 213-763-0121 **Email:** belinda.jackson@lacity.org

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

Name: Edna - Degollado **Title:** Project Manager: Day to day contact

Phone: 213-645-4141 **Email:** edna.degollado@lacity.org

I certify that the information contained in this project application, including required attachments, is complete and accurate

Signed: _____ **Date:** _____
Applicant's Authorized Representative as shown in Resolution

Print Name: _____ **Title:** _____

Application Overview

RFP Title: Youth Community Access Grant Program 2022

Submitting Organization: City of Los Angeles

Submitting Organization Department of Recreation and Parks, Grant Admin

Division:

Project Title: CLASS Parks Youth Employment Internship Program (YEIP) – Outdoor Education Leadership Training

Project Description: Participants will receive hands-on training and gain knowledge in basic camping and outdoor skills, survival skills, first aid, topographical maps, stars, plants, wildlife, and outdoor careers. The participants will be ages 14-16 and will be recruited from Los Angeles's most vulnerable neighborhoods. For 8 weeks, interns will take a weekly field trip to local natural and cultural landmarks: Griffith Park, the LA River, the Cabrillo Marine Aquarium, the LA Zoo, Hansen Dam, El Pueblo Historical Monument, the Sepulveda Basin, and the Watts Towers. As part of the program, interns will also receive training alongside recreation professionals and assist staff at a local recreation center with summer camp.

Water System ID:

District Office:

APPLICANT DETAILS

Applicant Organization: City of Los Angeles

Applicant Organization:

Applicant Organization: Department of Recreation and Parks, Grant Admin

Applicant Organization:

Division:

Applicant Address: 221 N. Figueroa St , Los Angeles , CA - 90012

PROJECT LOCATION

Latitude : 34.051220000 **Longitude:** -118.241850000

Watershed: Los Angeles River Watershed

County: Los Angeles

Estimated Date of Completion: 10/01/2025

Completion:

Project Address (or nearest cross street): Not applicable, the program will take place at various locations in Los Angeles.

Nearest City/Town: Los Angeles

Nearest City/Town: Los Angeles

Coordinates Represent: Not applicable, the program will take place at var

Coordinates Represent:

Coordinates Represent: Not applicable, the program will take place at var

Determined Using:

PROJECT BUDGET

Funds Requested(\$): 300,000.00

Other Sources of Funds(\$): 150,000.00

Funds(\$):

Total Budget(\$): 450,000.00

Funding Program

Proposition 64

Applied

Yes

Project Management Role	Title	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	Assistant General Manager	Belinda	Jackson	213-763-0121		belinda.jackson@lacity.org
Project Manager: Day to day contact	Project Coordinator	Edna	Degollado	213-645-4141		edna.degollado@lacity.org

Applicant Information

Name: City of Los Angeles

Division: Department of Recreation and Parks, Grant

Person Submitting Information

Submitter Name: Jennifer Sapone

Name:

Admin
Address: 221 N. Figueroa St Los Angeles, CA , 90012
Federal Tax ID: 956000735

Submitter 213-485-8744
Phone:
Submitter
Fax:
Submitter jennifer.sapone@lacity.org
Email:

Legislative Information	Primary	Additional District(s)
Senate District	30	18,24,26,27,30,33,35,
Assembly District	59	39,45,46,51,53,54,62,64,66,
US Congressional District	43	28,29,34,38,40,47,

Contacts	Name	Phone	Email
City of Los Angeles Department of Recreation and Parks	Jennifer Sapone	213-485-8744	jennifer.sapone@lacity.org

Cooperating Entities	Role	Name	Phone	Email
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There are no COOPERATING ENTITIES to display.

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
1.1 Proposal Form Signature Page	PHASE1	PRE SUBMISSION	7/29/2022 4:38:00 PM
1.2 Lo	PHASE1	PRE SUBMISSION	7/29/2022 4:38:22 PM
1.2 Lo	PHASE1	PRE SUBMISSION	7/29/2022 4:38:39 PM
1.2 Lo	PHASE1	PRE SUBMISSION	7/29/2022 4:39:28 PM
1.2 Lo	PHASE1	PRE SUBMISSION	7/29/2022 4:40:35 PM
1.2 Lo	PHASE1	PRE SUBMISSION	7/29/2022 4:40:47 PM
1.3 Cost Estimate	PHASE1	PRE SUBMISSION	7/29/2022 4:23:03 PM
1.5 Supporting Documentation	PHASE1	PRE SUBMISSION	7/29/2022 4:23:22 PM

[Download all Pre Submission Attachments](#) 

Post Submission Attachment Title	Phase	Date & Time Attached
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No Post Submission Attachments Available to Display

Post Award Attachment Title	Phase	Date & Time Attached
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No Post Award Attachments Available to Display

Questionnaire - Phase1

PROJECT QUESTIONS

Applicants must answer the following questions. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields. Be sure to address all parts of each question. Answers are limited to 3,000 characters.

The Project

- 1 Describe the discrete project the grant would fund. The information provided should include grant deliverables and support the cost estimate submitted with the proposal. See Appendix J for definition of and examples of grant deliverables.

The following project-specific information should be included in response to this question (as applicable):

- a The approximate number of experiences with natural or cultural resources youth will have (e.g., field trips, days at camp), the length of the project funded by the grant, any cost for youth to participate, and percentage of classroom versus outdoor program time.

Answer: Over the past twenty years, the Los Angeles Department of Recreation and Parks (RAP) has provided programs designed to serve at-risk youth through the Clean and Safe Spaces (CLASS) Parks Youth Employment Internship Program (YEIP). YEIP provides participants with positive activities and alternatives for new learning experiences through four distinct tracks: Camp Counseling and Leadership Training, Outdoor

Education Leadership Training, Crime Scene Investigation ("CSI") , and Technology and Leadership Training

The request being made for this grant is to augment one of the current tracks: Outdoor Education Leadership Training. As a part of this track, participants will receive hands-on training and gain knowledge in basic camping and outdoor skills, survival skills, first aid, topographical maps, stars, plants and wildlife. With the additional funding, the department will offer eight weekly field trips to local natural and cultural landmarks. On non-field trip days, interns will receive training alongside recreation professionals at a local recreation center. The program will be offered free of charge to 30 youth ages 14-16 during Summer 2024 and Summer 2025 serving a total of 60 youth. Youth will be recruited from Los Angeles's most vulnerable neighborhoods. Each summer session will run for eight weeks and all interns will be compensated \$300 per week. Interns will be outdoors for 80% of the program time. Transportation to and from field trips will be provided.

Throughout the program and during the weekly one-on-ones, interns will be asked to select an outdoor topic they'd like to research and create a poster and brief presentation that will be featured at the culminating event. During the culmination lunch, interns will share with their peers, program staff, family, and local officials what they learned from the program. Each intern will be asked to create a poster or display and a brief presentation on their topic.

By the end of the program, interns are expected to have a basic understanding of camping and survival skills, conservation, cultural and historical landmarks, and exposure to diverse outdoor careers. Interns will complete a pre-assessment, post-assessment, and weekly one-on-one meetings to ensure the material and experiences the interns are partaking in are enriching, fulfilling, and educational.

b A description of the clean vehicle to be acquired and how the vehicle will be used both during and after the grant period.

Answer: Not applicable, the project will not include the purchase of a clean vehicle.

c For Development Projects (e.g., construction): The percentage of the project footprint located within a low-income community, the owners of the property on which the project will take place, the status of any agreements needed to access and implement the project, and plans for long-term operations and maintenance of the project.

Answer: Not applicable, the project will not include the purchase of a clean vehicle.

Requirements and Project Need

2 What is the age range of youth to be served by the project?

Answer: Not applicable, the project is not a development project.

3 How many youth will be served by the project funded with the grant and across what time period?

Answer: The project will consist of two summer sessions: Summer 2024 and Summer 2025. Each session will serve 30 youth for a total of 60 youth ages 14-16 will be served by the project. Summer sessions will run from mid-June through mid-August for a total of eight weeks. Selected interns will be recruited from Los Angeles's most vulnerable neighborhoods. The department is prepared to implement the program from the time of award through December 2025.

4 How will youth be recruited to participate in the project?

Answer: Youth will be recruited through a variety of methods: recruitment at 35 CLASS Parks sites located in Los Angeles's most vulnerable communities, reaching out to youth that has aged out of after-school programs or recreational activities, partnerships with community organizations and youth source centers, and nearby Los Angeles Unified School District schools. The department will also use existing rosters of participants that have aged out of other programming. The program will be promoted via the department's social media channels including Facebook, Instagram, Twitter, and platforms that attract younger demographics including Tiktok and Snapchat. Recruitment will be focused on and targeted to low-income and vulnerable communities. The targeted communities for this project will include the Northeast San Fernando Valley, Boyle Heights, MacArthur Park, South Los Angeles, Watts, and low-income communities located within the Los Angeles Metropolitan Area.

5 Will at least 80% of youth served through the project live within a low-income community and/or household?

Answer: | Yes

6 How will applicant ensure that at least 80% of youth served through the project live within a low income household and/or community?

Answer: The department has identified zip codes and communities that will be prioritized for recruitment based on 2020 census data. The pre-identified zip codes and communities are considered whenever the department is planning for or implementing changes to service delivery and access. Some of the communities identified include the Northeast San Fernando Valley, Boyle Heights, MacArthur Park, South Los Angeles, Watts, and low-income communities located within the Los Angeles Metropolitan Area. In addition to intentional recruitment in predetermined areas, the department will include an income eligibility question and a residency requirement as part of the application process so applicants are screened prior to being accepted into the program.

7 Will at least 80% of the youth to be served be members of an underserved community of color and/or a vulnerable population?

Answer: | Yes

8 Describe the underserved communities of color and/or vulnerable populations to which at least 80% of youth participants will belong.

Answer: Los Angeles is home to many diverse neighborhoods and some of the state's most vulnerable communities. The city is home to 3.8M people with 57.6% of the population identifying as African American or Latino. The median household income according to the 2020 Census is \$65,290 with about 17% of residents living below the poverty line.

Looking at communities even closer, the city is divided into 15 different City Council Districts, each with its particular set of challenges and vulnerabilities. The districts that will be prioritized for this grant and have CLASS Parks in their districts are Council Districts 1, 6, 8, 9, 10, 13, 14, and 15. Looking at the districts more closely and their CLASS Parks placements, the communities the department will recruit from are communities where the median household income is \$30,000-\$40,000, 35-42% live below the poverty line, and 70% of the community identifies as Latino or African American.

9 How will applicant ensure that at least 80% of the youth to be served are members of underserved communities of color and/or vulnerable populations? (If funded, documentation must be available upon request and for audit purposes.)

Answer: The department is committed to recruiting interns from the surrounding communities where CLASS Parks are located in. 100% of CLASS Parks sites are located within Los Angeles's low-income, underserved communities. In order to ensure that applicants are low-income and underserved, the department will include an income eligibility question and a residency requirement as part of the application process so applicants are screened prior to being accepted into the program. The income question will adjust the threshold to be considered low-income based on household size. Additionally, demographic information such as race and belonging to vulnerable populations (homeless, foster, disabled, etc) will also be collected as a part of the application. The information will be kept and stored for the duration of the grant and for 5 years thereafter.

10 Provide specific examples of natural and/or cultural resources youth will access because of the project.

Answer: A typical summer session will begin in mid-June and run until mid-August for 8 weeks featuring 8 field trips. On non-field trip days, interns will receive training alongside recreation professionals at their CLASS Parks site.

Examples of weekly field trips and programming are as follows:

Week 0 – Orientation

The orientation session will include a department welcome, an overview of the program, expectations, and an intro to resume writing workshop. The session will feature a component where interns will preview the sites and programming coming up. Representatives from each of the sites will be present. Interns will complete the pre-assessment at the conclusion of the orientation to measure their understanding of the material that will be covered as a part of the program.

Week 1 – El Pueblo Historical Monument

Interns will visit the birthplace of Los Angeles to learn about the first peoples of the land, the founding of Los

Angeles, and some of Los Angeles's history. The field trip will include discussions with representatives of the local tribes, a visit to the Chinese American Museum, and viewing América Tropical.

Week 2 — Griffith Park

Interns will go on a hike led by a park ranger and the department's ecologist. During the hike, interns will learn about local plants and wildlife. Interns will participate in a sit-spot activity and learn how to appreciate nature even in urban environments. The visit will conclude with a stop at Griffith Observatory to learn about stars and planets.

Week 3 – Cabrillo Marine Aquarium

Interns will visit the Cabrillo Marine Aquarium and learn about aquatic life as well as steps every person can take to protect our oceans. The visit will feature a visit to local tide pools.

Week 4 – Los Angeles River

Interns will visit the Los Angeles River's Natural Riverbed and participate in a bird-watching workshop. The visit will include a river clean-up and a river activity such as kayaking if the river conditions allow.

Week 5 – Sepulveda Basin

During this field trip, interns will learn basic camping, outdoor, and survival skills, and how to read topographic maps from park rangers.

Week 6 – Watts Towers

Interns will visit one of Los Angeles's cultural landmarks, the Watts Towers and participate in a tiling class and an intro to gardening class.

Week 7 – Hansen Dam

Los Angeles is home to America's largest pool, the Hansen Dam. During this field trip, interns will learn basic first aid and water safety from RAP's Aquatics Division. Interns will also have a chance to swim in the pool.

Week 8 – Los Angeles Zoo

During the final week, interns will visit the Los Angeles Zoo to meet with the Zoo's Director of Conservation and learn about the Zoo's California Condor and Conservation and learn about the Zoo's California Condor and Conservation programs. This visit will also include a tour of the Zoo and animal exhibits. The final week will also include a culmination lunch.

11 Describe how the project addresses a critical need of the youth served.

Answer: Research shows youth ages 14-16 are most at-risk of being influenced by their peers or initiating drug and alcohol use. Historically, the department has offered limited programming outside of sports for youth ages 14-16 due to resource limitations. With additional funding from this grant the department will grow and expand the CLASS Parks program to provide enriching experiences in nature for underserved youth and share local natural and cultural resources. Many of the youth served through this program have not visited the landmarks offered as field trips due to transportation and/or resource limitations. Through this program, youth will visit Los Angeles's local landmarks with transportation provided, encouraged to make healthy decisions, experience enriching outlets, and set smart goals. The department is a leading agency in providing free and low-cost, quality programming to the children and teens of Los Angeles. This program will be offered free of charge and provide vulnerable youth with an opportunity to serve their community, be compensated, and learn about nature.

12 Briefly describe the applicant's mission and how it ties to the goals of the Youth Community Access Grant Program.

Answer: The department's mission is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

The vision is to provide affordable recreational, physical, and cultural opportunities for all Los Angeles residents, with a focus on families, youth development, and building healthy communities. The programs and services offered by the department provide excellent value, and quality, and emphasize the equitable distribution of

resources throughout the City. Programs are provided in safe, attractive, and well-maintained facilities that reflect the public's needs and interests.

The department's mission and vision align with the goals of the Youth Community Access Grant Program by providing opportunity youth access to Los Angeles's local natural and cultural resources via field trips and equipping all participants with valuable knowledge, skills, and work experience through the Outdoor Education Leadership Training Program.

13 What steps will be taken to address youth safety, well-being, comfort, and cultural relevance throughout the project?

Answer: The safety and well-being of participants in department programming is at the forefront. All of the instructors and program staff are recreation professionals. All staff and volunteers are required to complete LiveScan fingerprinting prior to working with youth. Additionally, all department contractors and/or partners are subject to the requirements. The City of Los Angeles abides by and mandates all City employees to adhere to the following: Under the California Child Abuse and Neglect Reporting Act, Title 22, Div 12, Chapter 1, Article 6 Section 101212, All City employees are mandated by law to report any reasonably suspected or known physical or sexual abuse, willful cruelty, unjustifiable or unlawful corporal punishment or neglect of a child. For this reason, all City employees are classified as Mandated Reporters and are to abide by this policy. As mandated reporters, all department staff is required to notify their superiors when they have reasonable cause to suspect that a child is a victim of abuse under any circumstance.

The department has a Program Standards manual that staff follows to ensure that recreation programs at each center are age appropriate and address the needs of individual communities. Our vision is to provide affordable recreational, physical, and cultural opportunities for all Los Angeles residents, with a focus on families, youth development, and building healthy communities. The programs and services offered by the Department will provide excellent value and quality, and emphasize the equitable distribution of resources throughout the City. Our continuing mission, as a community youth development program, is to build strong resilient youth who have a healthy vision of their future.

14 Describe the specific training staff receive in areas such as safety, risk management, cultural competency, trauma informed practices, etc.

Answer: All department full-time and part-time staff are required to complete mandatory training in the areas of sexual harassment prevention, mandated reporter, risk management, trauma-informed care, active shooter training, and emergency readiness. All training is provided by the department's Emergency Management Division and the Human Resources Training Unit.

Trauma-informed care and active shooter training are performed in person and onsite. All other training is offered virtually to comply with COVID-19 safety guidelines. All recreation staff is also CPR certified.

15 Describe any existing ADA accessibility accommodations available to youth and/or planned accommodations included with this proposal.

Answer: The department has the experience and is equipped to work with diverse populations including working with youth with physical disabilities. The department recently trained recreation staff on how to work with people with physical disabilities as a part of the Adaptive Sports Program. Adaptive programs provide social opportunities to foster inclusion and awareness in society. RAP has offered inclusive and integrated sports clinics such as wheelchair basketball or tennis to provide knowledge, empathy, and awareness for youth without physical challenges and to include those children with physical challenges at the same time.

Additionally, all of the sites that will be visited as a part of the program are ADA accessible or have the capacity to accommodate ADA accessibility. All RAP facilities are ADA compliant and the aquatics facilities offer accessible ADA pool lifts and are able to provide reasonable accommodations to ensure equal access to its programs and activities. Lastly, transportation provided will also be ADA accessible.

Funding Priorities

16 Describe any youth leadership opportunities during project development and/or implementation. Provide information pertaining to any distinct youth participant roles that may be applicable (e.g., interns, youth advisory committee, etc.).

Answer: All of the program participants will be considered interns of the program. In addition to the field trips they will

participate in, interns will receive training alongside recreation professionals at their local CLASS Park site and assist with the adventure component of summer camp. Interns will lead younger day-campers through various nature-centered activities and learn about careers in recreation.

Once youth complete the program, older youth in the program (16), will be connected with other workforce opportunities within the department and receive priority for placement. Opportunities include:

City Pathways for Youth – This program provides young people ages 16-30 with an opportunity to learn about careers in City Government while working alongside recreational and maintenance professionals. Youth can work up to 750 hours and earn \$16 an hour. Key components of the program include financial literacy, career readiness, and other workshops to be successful in the workplace.

Summer Night Lights (SNL) – The SNL program is implemented in 43 parks across the city with the goal to improve the overall health and well-being of families and communities through engagement and employment opportunities. The SNL Youth Squad is responsible for the implementation of programming, outreach, and program calendar. Participants work 16-40 hours from July-September.

Youth Jobs with Recreation and Parks – The department offers several entry-level employment opportunities for youth ages 16-17 including working as Recreation Aides at local recreation centers.

Youth ages 14-15 will be invited to join the program the following summer and return as Intern leads and assist with planning and leading group activities. Intern leads will receive compensation at a higher rate than interns.

Lastly, the department's goal is to create a committee of youth that will become ambassadors of the environment, nature, and protection of Los Angeles's cultural and natural resources. As ambassadors, these youth will encourage their communities to visit and protect the environment by sharing the knowledge they gained through the program.

17 Of the total number of youth participants, how many will be given leadership opportunities during project development or implementation? If distinct roles are applicable, how many youth are anticipated for each role?

Answer: During the first session of the program (Summer 2024), the department will invite existing 10 CLASS Parks teens to help develop the field trip agendas and program. CLASS Parks participants that participate in the development of the curriculum will also be invited to participate in the Outdoor Education Leadership Training program they helped develop.

During the second session of the program (Summer 2025), the department will invite all first session participants to apply to be intern leads during the second summer session. The department will select 10 intern leads from session 1 for session 2. Intern leads will be responsible for assisting with planning session 2 curriculum and leading group activities. Intern leads will receive compensation at a higher rate than interns.

18 What skills and knowledge will youth gain because of the project?

Answer: Participants will receive hands-on training and gain knowledge in basic camping and outdoor skills, survival skills, basic first aid, how to read topographic maps and learn about stars, planets, conservation, plants, wildlife, outdoor careers, and local history. Other skills that will be covered include team-building, leadership, and resume-writing. As a part of this program, all interns will receive the CLASS Parks Life Skills training which includes anger management, anti-bullying, and intro to entrepreneurship.

19 Describe lasting impacts of the project and how project experiences will continue to influence youth participants after the project concludes.

Answer: The program is designed to help youth build self-confidence and teach them about outdoor skills and nature. The activities also strive to build trust, improve communication, develop teamwork, stimulate personal growth, increase enthusiasm, and teach awareness of the outdoors. The lessons are designed to enhance their understanding of nature and be applicable in a young person's life post-program completion. Many of the youth that participates in this program will be exposed to careers and nature for the first time. This experience will continue to open doors for these young people long after they conclude their participation and connect them to new opportunities and jobs.

20 Describe any youth participation in public awareness/outreach campaigns before and/or after project completion.

Answer: The department's goal is to create a committee of youth that will become ambassadors of the environment, nature, and protection of Los Angeles's cultural and natural resources. As ambassadors, these youth will encourage their communities to visit and protect the environment by sharing the knowledge they gained through the program. Additionally, the department will connect these youth with outside partners that work on these issues so youth can plug into current conservation efforts. Some partners include Friends of the Los Angeles River, Los Angeles Conservation Corps, the Los Angeles Parks Foundation, and others.

21 Explain how the project encourages and empowers youth to make healthy choices during and beyond the project.

Answer: Through learning and enriching hands-on experiences, many of the youth will be introduced to nature and think about nature for the first time. The training they receive will encourage them to make smart choices for a healthier life. Youth will leave the program equipped with knowledge about nature and issues they may care about and empowered to make difference locally and globally.

Project Readiness

22 Describe the immediate steps to be taken post-grant award.

Answer: Post-grant, the department will assemble a program team including a senior recreation supervisor, program lead, admin clerks, and HR clerks. Once the program team is established, the team will develop a timeline, initiate a marketing plan, and begin to develop an application. The team will invite current CLASS Parks teens to participate in a listening session for the development of the curriculum. Lastly, the team will identify and contact key partners for the program and begin to engage them in participation. Prior to the first summer session, the department will host a press conference featuring department leadership, local officials, and program partners to signal the initiation of the program.

23 Explain how the applicant will fill any funding gaps to complete the project.

Answer: The department currently has a CLASS Parks budget in place. This budget pays for CLASS Parks at 37 sites in Los Angeles to offer basic program components that take place at the CLASS Parks site. The funding requested for this project will augment the Outdoor Education Leadership Training component of the CLASS Parks Program and pay for 8 field trips per summer session. Any funding shortfalls will be covered by the general CLASS Parks budget.

24 If the project requires hiring of staff, explain the timeline for hiring and specific role(s) to the discrete project proposed for grant funding.

Answer: The project will not require hiring new staff but does include funding to pay for staff time for support and administrative staff that will assist with project implementation.

25 If the project requires approval from entities other than applicant, provide the status of discussions and approvals.

Answer: For the post-grant award, the department will require approval from the Board of Recreation and Parks Commission to accept the grant. The Board of Recreation and Park Commissioners (Board) consists of five Commissioners that serve on a voluntary basis. Each Board Member is appointed by the Mayor of the City of Los Angeles for a five-year term, subject to approval by the City Council. As the head of the department, the Board adopts the annual Department budget and authorizes the Department to carry out the powers and duties imposed by the City Charter including, but not limited to, control of all money in the Recreation and Parks Fund, control and management of all recreation and park sites, establishment of policies, execution of contracts and agreements, acquisition of real property for recreational purposes, lease of facilities spaces under public park grounds under the Board's control. If the department is awarded a grant, the Board would need to approve the approval of the funds during a scheduled meeting. Two Regular Meetings of the Board of Recreation and Park Commissioners (Board) are scheduled on the first and third Thursday at 9:30 a.m. of each month.

The Board has approved and accepted grants for CLASS Parks in the past. The Board is familiar with the CLASS Parks program and gaining their approval would not be an issue.

26 If applicable, provide the status of communications about the project with entities (e.g., schools, non-profit organizations, foster system, etc.) from which youth will be recruited.

Answer: The department maintains an active roster of partners including schools, nonprofit organizations that work with at-risk youth, churches, service organizations, and local clubs that the department regularly contacts for the

promotion of department programming including CLASS Parks. The department will reach out to these groups post-grant award.

27 If a development project (e.g., construction), will the project trigger any permits and/or environmental reviews? If so, provide the status and/or anticipated timeline of applicable compliance measures.

Answer: Not applicable, the project is not a development project.

Organizational Capacity and Collaboration

28 Describe the applicant's ability and experience with fundraising (e.g., grants, donations, etc.).

Answer: The department has an in-house grants division focused on researching, writing, and applying for grants at the federal, state, and local. While a majority of the department's operating budget comes from the City's general fund, a significant amount comes from grants. Grants managed by the department range in scope; the department has experience managing capital improvement grants, programming grants, workforce development grants, and others.

In addition to the department's grants division, the department also works with Los Angeles Parks Foundation to raise funds for the department from corporate entities and foundations. The Los Angeles Parks Foundation raises funds for projects and programs of all sizes throughout our city parks. Signature initiatives include Los Angeles Park Forests, Adopt-A-Park, Friends of the Parks, and Donate-A-Bench programs.

29 Describe the applicant's experience in completing similar projects.

Answer: The department has been offering CLASS Parks for 20 years and youth workforce programs since the early 90s. Every summer the department offers girls and boys overnight camps with a similar curriculum based on teaching participants basic camping, survival skills, and outdoor recreation. The department's largest grant currently is a \$160M grant from the International Olympic Committee (IOC) and the Los Angeles 2028 Olympic and Paralympic Organizing Committee (LA28) to provide young Angelenos ages 5-17 with free and low-cost sports programming at 81 sites in Los Angeles from 2020-2028 when the Olympic and Paralympic games come to Los Angeles. The department is confident that will be able to accomplish the goals and objectives set forth by the grant and provide a program that exceeds expectations.

30 Describe the applicant's fiscal capacity to carry out the proposed project.

Answer: The department's grants accounting department will manage the fiscal components of the grant. Grants accounting will maintain records of the expenditures and will generate monthly or quarterly reports for submission to the state depending on the grant's fiscal reporting requirements. The department has extensive experience managing federal, state, and local grants and has the capacity to carry out the project.

31 What is the applicant's primary source of revenue?

Answer: The department's primary source of funding is from the City's general fund and through various federal, state and local grants.

32 Describe any partnerships with other entities and their roles in the project.

Answer: The County of Los Angeles Probation Department (County) awards and administers funding for the State's JJCPA grant funding. Over the past twenty (20) years, RAP has received JJCPA funding to continue programs designed to serve at-risk youth through the Department of Recreation and Parks's Clean and Safe Spaces (CLASS) Parks Youth Employment Internship Program (YEIP). The request being made for this grant is to augment one of the current internship tracks: Outdoor Education Leadership Training. The Department will continue to engage the County in the intern training for this program.

33 If funded, what documentation will applicant use to demonstrate that the project was successful—i.e., met expected outcomes and benefitted the intended audience?

Answer: Data captured from the participant application will be used to report on the demographics and populations served through the program. The department and grant's goal will be to ensure that 80-100% of the program participants are low-income AND from vulnerable communities. The department is confident that through intentional and targeted outreach, the goal will be met.

Additionally, selected interns will complete a pre-assessment to measure their level of understanding regarding the material to be covered in the curriculum. At the program's conclusion, interns will complete a post-

assessment that will measure their understanding of the material following the programming. The assessments will be used to demonstrate the growth of understanding and comprehension of the material covered. Interns will also participate in weekly check-ins to ensure the material and experience the interns are partaking in are enriching, fulfilling, and educational.

Additional Project Characteristics

34 Describe other project characteristics not previously discussed that would assist in evaluating the proposal. (No response or an answer of "Not Applicable" will be given a score of zero).

Answer: The City of Los Angeles Department of Recreation and Parks has extensive experience providing quality programming to the youth of Los Angeles and looks forward to collaborating with the State on this proposal. All of the program components we described in the program questions above cover all program components. There are no further details to discuss at this time.

Certification And Submission Statement

Please read before signing and submitting application.

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: jennifer.sapone@lacity.org

Submitter Initials: JS
PM

Submission Date: 7/29/2022 4:43:26

Council File No.: _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
YOUTH COMMUNITY ACCESS GRANT PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

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

1. Approves the filing of an application for the CLASS Parks Youth Employment Internship Program (YEIP) – Outdoor Education Leadership Training; and
2. Certifies that Applicant understands the assurances and certification in the application package; and
3. Certifies that Applicant or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so; and
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Appoints the Department of Recreation and Parks General Manager, Executive Officer, Assistant General Manager, Chief Financial Officer, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the ____ day of _____ 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Los Angeles.

Following Roll Call Vote: Ayes: _____
Nos: _____
Absent: _____

HOLLY L. WOLCOTT, City Clerk

By : _____

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: Enter name

PROJECT TITLE: Enter project title

AUTHORITY: Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64)

PROGRAM: Youth Community Access Program

AGREEMENT NUMBER: Enter agreement no.

PROJECT PERFORMANCE PERIOD: Enter date to Enter date

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Revenue and Taxation Code section 34019(f)(1), as added by the Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed \$Enter amount 000,000.00 (or project costs, whichever is less)

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

ENTER GRANTEE'S ORGANIZATION

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By: _____

Enter name

By: _____

Andrea Scharffer

Title: _____

Enter title

Title: _____

Deputy Assistant Secretary, Bonds & Grants

Date: _____

Date: _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING			AGREEMENT NO.		FUND		
\$Enter Amount			Enter		3350 – Cannabis Tax 3 Health Care Services		
ADJ. INCREASING ENCUMBRANCE					FISCAL PO NO.		
ADJ DECREASING ENCUMBRANCE			FUNCTION				
			Local Assistance				
UNENCUMBERED BALANCE		REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT	
		630	3350	2017	5432000	5432000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	0540	0540 Enter	31764	05400001	31764	N/A	2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: **Enter name**
PROJECT TITLE: **Project Title**
AGREEMENT NUMBER: **Enter Agreement No.**
AUTHORITY: Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64)
PROGRAM: Youth Community Access Program

PROJECT DESCRIPTION

INSERT BRIEF DESCRIPTION HERE (EXHIBIT A WILL CONTAINS MORE COMPLETE DESCRIPTION)

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support program projects that increase youth access to natural or cultural resources in accordance with the provisions contained in the Youth Community Access Program Guidelines and this Agreement.

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TERMS AND CONDITIONS OF GRANT
Special Provisions

1. All materials produced with grant funds shall include acknowledgement of grant funding. The State shall have the right to republish any material generated by this grant.
2. Prior to the release of any funding, Grantee shall provide evidence of compliance with insurance requirements.
3. **Other special provisions, if applicable**

General Provisions

A. Definitions

1. The term "Act" means Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64).
2. The term "Agreement" means this Grant Agreement
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Youth Community Access Program Guidelines.

5. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
6. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the grantee.
7. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
8. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
9. The term "Payment Request Form" means Form RA212.
10. The term "Project" means the program activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
11. The term "Project Budget" means the State approved cost estimate included as an Exhibit to this Agreement.
12. The term "Project Scope" means the description or activity for work to be accomplished by this Project.
13. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
14. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the state.

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B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **XXXXX**.
4. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the program project identified in Exhibit A, including but not limited to, environmental laws, health and safety codes, and disabled access laws.
5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA
7. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs on a reimbursement basis as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved costs attributed to the program project. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - e. Overhead costs are limited to a maximum of 15% of total direct costs.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State, and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

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3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for contingency and overhead costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee is encouraged to share photographs and other media demonstrating the benefits of the grant with the State. Unless the Grantee states otherwise, the State will assume that it is permissible to use photographs and other media (including photographs of children and other vulnerable populations) shared by Grantee with the State for publicity and education by the State. The Grantee shall consider issues of copyright, consent, and privacy before sharing media with the State.
3. If applicable, Grantee shall use any income earned by the Grantee from use of the Project to further project purposes or, if approved by the State, for related purposes within the jurisdiction.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **XXXXX**.
6. Final payment is contingent upon State verification that the Project is consistent with the Project Scope as described in Exhibit A, together with any State approved amendments.
7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligation under this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any other costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure by the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is for the purposes as stated in the application for the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the

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appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses 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 Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and 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.

G. Insurance

1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.
2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") **Commercial General Liability** coverage occurrence basis (Form CG 00 01 or comparable).
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e., common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.

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- c. Workers Compensation and Employer's Liability. Grantee shall maintain statutory worker's compensation for all its employees who will be engaged in the performance of this grant and employer's liability coverage with limits of \$1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.
 - d. Watercraft Liability. If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired, and non-owned vessels.
 - e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this grant.
3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:
- a. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. If the project will utilize three-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicles): \$5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.
 - c. Worker's Compensation: As required by law with Employer's Liability of no less than \$1,000,000.
 - d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:
 - i. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - ii. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.
5. Required Provisions Concerning the State.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the State or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the

Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.

- b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - i. The State, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Grantee and with respect to liability arising out of work or operations, including completed operations performed by or on behalf of the Grantee, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State, its officers, agents, and employees, and not subject to any insurance or self-insurance of the State.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.
 - d. 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.
6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the State.
7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
8. Contractors. The Grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require

each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000 is required in light of the nature of the project.

9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. 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 Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

I. Materials

1. The Grantee agrees that all material, data, information, and other written or graphic work produced in the performance of this Agreement herein referred to as "materials" are subject to the right of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.
5. Grantee shall include the following language on all materials developed with grant funds under this agreement: "Funding provided by the Control, Regulate and Tax Adult Use of Marijuana Act (Proposition 64) for the Youth Community Access Grant Program".

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J. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The Project shall be available to members of the public generally.

K. Drug-Free Workplace

The Grantee's signature on this Agreement constitutes the certification required by Government Code Section 2555 (Drug-Free Workplace Act of 1990) which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

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L. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

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 this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

N. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

O. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

P. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to the Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall

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render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

Q. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

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EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Youth Community Access Program
Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64)

GRANTEE NAME: Name
PROJECT TITLE: Project Title
AGREEMENT NUMBER: Agreement No.

PROJECT SCOPE:

Project Scope: Clearly State project tasks/activities/deliverables; use words such as "approximately" before quantities, if appropriate.

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE (MONTH AND YEAR RANGE)
Develop curriculum and workplan	Insert date range here (Ex. Month 20XX-Month 20XX)
Purchase materials and supplies	
Youth recruitment	
Conduct access programs	
Insert other activities including high level tasks/activities/deliverables (4 above the example)	
Submit project closeout package with final Payment Request to State	

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COST ESTIMATE: See Exhibit A-1

Note to Grants Administrator: Make sure this language is at the bottom of each cost estimate:

*Overhead costs are allowable and limited to 15% of total direct costs of the grant. In-service payroll may not include a "billable rate" or administrative cost allocation.

*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.