RESOLUTION AUTHORIZING AN APPLICATION FOR $650,000 IN MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR NICKERSON GARDENS COURTYARD RENOVATIONS

Douglas Guthrie  
President & Chief Executive Officer

Jenny Scanlin  
Chief Strategic Development Officer

Purpose: The Strategic Initiatives team prioritizes filling in gaps for service to our residents as well as the Housing Authority of the City of Los Angeles’ (“HACLA” or “Authority”) capital needs; particularly for social, outdoor and program spaces. As one of the largest public housing sites in HACLA’s portfolio, Nickerson Gardens serves over 1,000 households, mostly families with children and play spaces are critical to supporting community health and cohesion. Without enough federal capital funds available to make needed improvements, the Housing Services Department and Strategic Initiatives are actively seeking and desire to apply for grant opportunities to improve the property’s open space. In order to ensure our application is complete, HACLA’s Board of Commissioners is required to approve the submittal of this application for funding to RPOSD for Measure A funds.

Regarding: This represents the initial action taken by the Board of Commissioners on this item.

Issues: Background The Housing Authority of the City of Los Angeles (“HACLA”) desires to transform and update the Nickerson Gardens Courtyard at the Nickerson Gardens public housing community to make them more environmentally friendly, vibrant, and conducive to healthy living. The redevelopment of the outdoor spaces at Nickerson Gardens is envisioned as part of a larger renewal in the programmable and community spaces within Nickerson Gardens and is coupled with a philanthropic investment in the Nickerson playground adjacent to the gym and the pending solicitation of new program partners for the gym facility in an upcoming Request for Proposal. This grant opportunity aligns with HACLA’s 25-year Vision Plan and will help increase the reach of our services.

The Watts community houses HACLA’s Nickerson Gardens site. Watts is a community with a strong and unique identity -- its residents are part of a rich history that includes progressive activism, vivid cultures, and countless contributions that have shaped the story of Los Angeles. But along with that rich cultural and political history is an often ignored story of a community facing staggering environmental health, public health, and economic challenges. The Los
Angeles Countywide Comprehensive Parks & Recreation Needs Assessment ("Needs Assessment") identifies the Watts area as a high-need park area. There are 1.10 Local and Regional Recreation Park Acres per 1,000 acres within the area, and only 20% of the population is within one-half mile of a park. Based on the Needs Assessment, with income, pollution, and obesity as key factors, our project area is designated as very high need. Most importantly, the Needs Assessment ranks the outdoor space at Nickerson Gardens as currently in poor condition.

HACLA desires to redevelop the courtyard area at Nickerson to enhance the overall quality of life for Nickerson Gardens residents and the greater Watts community. The focus of the grant will be a full retrofit of the existing field area and will support several elements in revitalizing the courtyard area for Nickerson Gardens. Residents expressed the need for outdoor exercise equipment, a picnic area, updates to the existing green space, and a walking path. The first phase of the project will include site preparation and demolition preparing the space for improvements. The second phase will include activation of new projects including a playground, walking paths, a central grassy area, updates to the basketball courts, picnic area, and renovation of the baseball field. The third, and last phase, will include a soccer field, fitness equipment, and any final hardscape. Concept drawings of these projects are included in Attachment 3 “Nickerson Gardens Courtyard Renovation.” Benefits from this project will extend beyond the physical improvements by helping to attract additional youth and adult programs and services to the site.

**Prior RPOSD Grants to HACLA**

HACLA recently completed a grant project using RPOSD funds, with funding coming under Proposition A, for $2,300,000 to support revitalization of Imperial Courts Recreation Center, Pueblo Del Rio Social Hall and William Mead Homes Job Youth Center. Grantees under the Proposition A program are subject to many of the same expectations and requirements as grantees under the Measure A program. As a result of the success of these projects, the Authority is in good standing with RPOSD. For the current grant, HACLA intends to implement best practices and from our prior RPOSD-grant funded projects to support this grant opportunity in both the application and project implementation.

**Deed Restriction**

If HACLA is awarded a Measure A Grant, we will be required to execute a grant agreement substantially similar in form to the Measure A Grant Agreement template attached hereto, in accordance with the terms of the Grants Administration Manual for Measure A – April 2021 (available at [https://rposd.lacounty.gov/wp-content/uploads/2021/03/Measure-A-GAM-April-2021-Edition.pdf](https://rposd.lacounty.gov/wp-content/uploads/2021/03/Measure-A-GAM-April-2021-Edition.pdf)). The Grants Administration Manual specifies that “[t]o the maximum extent feasible, grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with
the Measure and the grant agreement, in perpetuity.” Because HACLA is under United States Department of Housing and Urban Development (“HUD”) Declaration of Trust obligations we cannot fulfill this grant requirement. In our previous grants, RPOSD has waived this requirement while still providing HACLA grant funds to execute the Authority’s projects. In coordination with RPOSD, HACLA will seek another waiver for the current grant application consistent with our Declaration of Trust obligations to HUD.

**Proposed Resolution**

The District has adopted a Procedural Guide that governs applications for grant funds under Measure A. The Guide requires applicants’ governing bodies, here the HACLA Board of Commissioners (the “Board”) to certify, by resolution, the application for award of the grant proceeds for the project. The proposed resolution, which follows the Guide’s sample resolution format, certifies that HACLA understands its obligation to operate and maintain the property(s) in perpetuity, and certifies that HACLA will sign and return the project agreement within 30 days. HACLA’s Legal Counsel has reviewed the proposed resolution and project agreement and has determined these certifications are reasonable. The resolution further identifies HACLA’s President & CEO as the individual who is authorized to conduct all negotiations, and to execute and submit all documents necessary for the completion of the described project.

*Measure A Program:*

HACLA is seeking funding for the redevelopment of the Nickerson Gardens Courtyard area in partnership with the Los Angeles Neighborhood Land Trust, through a variety of private and public sources. The County of Los Angeles, through RPOSD, issued a request for proposals for Measure A Competitive funding dated April 30, 2021, making available $14.1 million in Natural Lands, Local Beach, Water Conservation and Protection program grant funding for projects that improve and protect open space, watersheds, and water resources through acquisition, development, improvements, and restoration of multi-benefit parks.

The RPOSD Natural Lands, Local Beaches, Water Conservation and Protection funds are distributed via individual grants of up to $1,000,000. HACLA desires to submit an application for $650,000 in funds. Approximately $100,000 of the grant amount being requested is for the design of Nickerson Garden’s courtyard area by the Los Angeles Neighborhood Land Trust, with the remainder applied towards eligible project implementation costs.

The Los Angeles Neighborhood Land Trust has extensive experience developing green spaces in Los Angeles. Since 2002, they have added nearly thirteen acres of accessible land and green space to Los Angeles by creating 29 parks and gardens. For the Measure A Grant, they have coordinated a series of community engagements at Nickerson Gardens to capture resident feedback on how to best use the potential
grant funds. If Measure A Grant funds are awarded, Los Angeles Neighborhood Land Trust has committed to continuing coordination of community engagement, managing the project's design and build in collaboration with HACLA, and applying for additional grant funding. The Los Angeles Neighborhood Land Trust will leverage its own staff capacity to assist with grant application materials for submittal, engagement and design services as a partner on this proposed project.

Award announcements are in early 2022. If awarded, funds will be available as soon as the standard agreement is signed. The design and build of the project must start right away. HACLA’s anticipated timeline starts upon funding award in early 2022 and ends in Fall 2023. Extensions to the project timelines may be possible, but requests for extension are assessed by RPOSD on a project-by-project basis. HACLA’s anticipated timeline will leave HACLA sufficient opportunity to secure additional financing sources to further support the project.

Vision Plan:  PATHWAYS Strategy #5: Expand HACLA’s role in the broader communities it serves to improve neighborhood-wide health and well-being

Through the RPOSD Natural Lands, Local Beaches, Water Conservation and Protection requested funds, we have identified opportunities to participate in and support community-based efforts to advocate for improvements to infrastructure, safety, health, education, and economic equity. The anticipated result of utilizing the funds to support the redevelopment of the outdoor spaces at Nickerson Gardens will be to improve the health and well-being of residents and their surrounding community.

PATHWAYS Strategy #6: Utilize HACLA-owned property to provide community amenities that meet broader neighborhood needs.

Through the RPOSD Natural Lands, Local Beaches, Water Conservation and Protection requested funds, we are ensuring that redevelopment efforts at HACLA-owned properties consider and prioritize opportunities to create community-serving amenities, developed with neighborhood-wide input. Through the grant application development, we engaged residents and community members in surveying to determine the activities and application of this grant opportunity. It’s anticipated that these grant funds will support HACLA communal and open spaces to increase the richness of social and educational programming for residents.

Funding:  The Chief Administrative Office confirms:

Source of Funds: No funds are required for this action.

Program and Budget Impact:  The proposed redevelopment of outdoor spaces at Nickerson Gardens will be funded using the requested RPOSD grant and other leveraged or competitive resources. The capital improvement is aligned with HACLA’s
Vision Plan and can be accomplished in the future fiscal years utilizing existing staff and external partners.

**Environmental Review:**

**CEQA:** The Housing Authority of the City of Los Angeles is the lead agency for the Nickerson Gardens Courtyard redevelopment for purposes of the California Environmental Quality Act (“CEQA”). HACLA will function as the designated Lead Agency for CEQA purposes and anticipates seeking an exemption from review given that the proposed improvements are to an existing, previously developed space. Measure A Grant funding is non-federal, and the improvements are not anticipated to require NEPA review, but this may change if federal funding is subsequently obtained. In all instances, HACLA will ensure that the improvements are conducted in accordance with applicable permitting and environmental review requirements.

**Section 3:** The action to apply for these funds does not trigger Section 3, but HACLA will be applying its Section 3 requirements to any professional contracts and public works associated with the build out of these spaces.

**Attachments:**

1. Resolution
2. Summary of Grant Opportunity
3. Nickerson Gardens Courtyard Renovation
4. Measure A Grant Agreement Template
Attachment 1

Resolution
RESOLUTION NO.

RESOLUTION AUTHORIZING AN APPLICATION FOR $650,000 IN MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR IMPROVEMENTS FOR NICKERSON GARDENS COURTYARD RENOVATION.

WHEREAS, the Housing Authority of the city of Los Angeles ("HACLA") is a public body, corporate and politic, duly created, established and authorized to transact business and exercise powers under and pursuant to the provisions of the Housing Authorities Law, consisting of Part 2 Division 24 of the California Health and Safety Code;

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure ("Measure A");

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the "District" or "RPOSD") to administer said funds;

WHEREAS, the District has set forth the necessary policies and procedures governing the application grant funds under Measure A;

WHEREAS, the District’s policies and procedures require HACLA’s governing body to approve of the filing of an application before submission of said application to the District;

WHEREAS, said application contains assurances that HACLA must comply with;

WHEREAS, the April 2021 Guidelines for the Measure A Competitive Grant Program provide that applicants may seek written exemption from Measure A Recorded Deed Restriction requirements, and HACLA will be requesting such exemption in light of the United States Department of Housing and Urban Development ("HUD") Declaration of Trust obligations applicable to all of HACLA’s public housing developments;

WHEREAS, this resolution does not authorize HACLA to record a deed restriction in relation to the Nickerson Gardens Courtyard Renovation (the “Improvements”), nor does it authorize HACLA to seek HUD’s permission to record a deed restriction for the Improvements; and

WHEREAS, HACLA will enter into an Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT the HACLA Board of Commissioners hereby:
1. Authorize filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for renovations to the Nickerson Gardens courtyard area at Nickerson Gardens Public Housing Site;

2. Certify that HACLA understands the assurances and will comply with the assurances in the application form; and

3. Appoint the President & CEO, or Designated Officers, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

BE IT FURTHER RESOLVED that the Designated Officers of HACLA referred to above are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas Guthrie</td>
<td>President and Chief Executive Officer</td>
</tr>
<tr>
<td>Marlene Garza</td>
<td>Chief Administrative Officer</td>
</tr>
<tr>
<td>Jenny Scanlin</td>
<td>Chief Strategic Development Officer</td>
</tr>
<tr>
<td>Margarita Lares</td>
<td>Chief Programs Officer</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED AND ADOPTED this 28th day of October 2021.

APPROVED AS TO FORM

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By: __________________________   By: ___________________________
     James Johnson, General Counsel          Cielo Castro, Chairperson

DATE ADOPTED: __________________________
Attachment 2

Summary of Grant Opportunity
MEASURE A: NATURAL LANDS, LOCAL BEACHES, WATER CONSERVATION AND PROTECTION

BACKGROUND

In 1992 and 1996, LA County voters approved two local parks funding measures, both called Proposition A. The 1992 Proposition A created the Regional Park and Open Space District (RPOSD) and generated annual revenue of $52 million until its expiration in 2015. The 1996 Proposition A generates $28 million annually. Since 1992, RPOSD has awarded grant funds for more than 1,500 projects for parks, recreational, cultural, and community facilities as well as beaches and open space lands throughout the county.

As Proposition A came to an end, Los Angeles County launched a Countywide Parks and Recreation Needs Assessment (PNA) to determine park needs countywide. The PNA included a countywide inventory of parks, analysis of park need, and community engagement process. The PNA established the boundaries of 188 Study Areas in the county and determined the level of park need in each. Measure A, passed by the voters of Los Angeles County in November 2016, was drafted to meet current and future park needs, and its content reflects the findings of the PNA. Generating more than $90 million per year for the county’s local parks, beaches, and open space areas, Measure A is an annual parcel tax of 1.5 cents per square foot of improved property, and includes both formula-based allocations to Study Areas and competitive grants that are open to public agencies, non-profit organizations, and schools.

Measure A is funded by property taxes and the amount of funds available each year is determined after all taxes are collected for the year. Measure A provides funds through annual allocations, competitive grants, and other programs.

Measure A’s Grant Programs include three competitive grant opportunities: (1) Natural Lands, Local Beaches, Water Conservation and Protection; (2) Regional Recreational Facilities, Multi-use Trails and Accessibility; and (3) Acquisition Only. Natural Lands, Local Beaches, Water Conservation and Protection refers to projects that improve and protect open space, watersheds, and water resources through planning, acquisition, development, improvement, and restoration of multi-benefit parks. Regional Recreational Facilities, Multi-use Trails and Accessibility refers to projects for acquisition, development, improvement, restoration, or rehabilitation projects that improve, connect, and protect regional recreational facilities, trails, and accessibility. Acquisition only refers to projects that prioritize urgent acquisitions in Study Areas with High or Very High Park Need as well as trails connections and access, wildlife corridors, and critical habitat.
Attachment 3

Nickerson Gardens Courtyard Renovation
NICKERSON GARDENS COURTYARD RENOVATION
PROJECT VICINITY MAP
NICKERSON GARDENS COURTYARD RENOVATION
CONCEPTUAL SITE PLAN

1. NEW BASEBALL FIELD // NUEVO CAMPO DE BÉISBOL
2. OPEN GRASS AREA // ÁREA DE CÉSPED ABIERTA
3. NEW ARTIFICIAL TURF SPORTS FIELDS // NUEVO CÉSPED ARTIFICIAL CAMPOS DEPORTIVOS
4. RENOVATED BASKETBALL COURTS // CANCHAS DE BALONCESTO RENOVADAS
5. NEW UPGRADED PLAYGROUND // NUEVO PATIO DE JUEGOS
6. NEW PICNIC SHELTERS + BBqs // NUEVAS CABAÑAS PARA PICNICS + PARRILLA DE BARBACOA
7. NEW CALIFORNIA NATIVE PLANTS, TREES AND GRASS // PLANTAS, ÁRBOLES Y HIERBA NATIVOS DE NUEVA CALIFORNIA
8. NEW NATIVE SHADE TREES // NUEVOS ÁRBOLES DE SOMBRA
9. EXISTING SKATE PARK AND HANDBALL // PARQUE DE PATINAJE Y MANO EXISTENTE
10. NEW EXERCISE EQUIPMENT // NUEVO EQUIPO DE EJERCICIO

AMENITIES LEGEND // LEYENDA DE AMENIDADES

SCALE
0' 40' 80'
N
LOS ANGELES NEIGHBORHOOD LAND TRUST

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021
NICKERSON GARDENS COURTYARD RENOVATION
EXISTING SITE PHOTOS

EXISTING OUTDATED PLAYGROUND

EXISTING BASKETBALL COURTS AND HANDBALL COURT

EXISTING BASKETBALL COURTS

EXISTING DESERTED MAIN COURTYARD

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021
NICKERSON GARDENS COURTYARD RENOVATION
COMMUNITY ENGAGEMENT

IN PERSON TABLING SESSION AT NICKERSON GARDENS
COMMUNITY MEMBERS GIVING FEEDBACK
KIDS GIVING INPUT AND COLORING SITE PLANS

COMMUNITY MEMBERS COMPLETING SURVEYS
IN PERSON TABLING SESSION AT NICKERSON GARDENS
IN PERSON TABLING SESSION AT NICKERSON GARDENS

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021
NICKERSON GARDENS MAIN COURTYARD RENOVATION
COMMUNITY ENGAGEMENT

WE NEED YOUR HELP!!
HELP REIMAGINE THE NICKERSON GARDENS MAIN COURTYARD SPACE

DATES & TIMES
FRIDAY, AUGUST 27TH, 6:00PM-7:30PM
FRIDAY, SEPTEMBER 10TH, 8AM-10AM
MONDAY, SEPTEMBER 13TH, 5:30PM-7PM
SATURDAY, SEPTEMBER 25TH, NOON-1:30PM
WHERE
NICKERSON GARDENS MAIN COURTYARD

For questions please contact: Ashley Hart: ahart@lanit.org or Jacob Toups: Jacob.Toups@hacla.org

OUTREACH FLYER

NICKERSON GARDENS MAIN COURTYARD RENOVATION SURVEY

We need to hear from you about how we can improve the courtyard space. Please complete this brief survey. We promise it takes only a few minutes. Your answers will provide us inspiration to reimagine and upgrade the courtyard space for all. Thank you!

Name: ___________________________ Age: ______
Phone #: __________________________ Email: ________________________

1 What do you like about the central open space as it exists now?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

2 What would you change about the central open space as it exists now?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

3 Is there anything else we should consider?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

4 Imagine there are no limits. What amenities do you want in this central space?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

For questions please contact: Ashley Hart: ahart@lanit.org or Jacob Toups: Jacob.Toups@hacla.org

OUTREACH SURVEY

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021

LOS ANGELES NEIGHBORHOOD LAND TRUST
NICKERSON GARDENS COURTYARD RENOVATION
SOCIAL INTERACTION COMPONENT PLAN

1. NEW BASEBALL FIELD // NUEVO CAMPO DE BÉISBOL
2. OPEN GRASS AREA // ÁREA DE CÉSPED ABIERTA
3. NEW ARTIFICIAL TURF SPORTS FIELDS // NUEVO CÉSPED ARTIFICIAL CAMPOS DEPORTIVOS
4. RENOVATED BASKETBALL COURTS // CANCHAS DE BALONCESTO RENOVADAS
5. NEW UPGRADED PLAYGROUND // NUEVO PATIO DE JUEGOS
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GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021
NICKERSON GARDENS COURTYARD RENOVATION
PHYSICAL ACTIVITY COMPONENT PLAN

1. NEW BASEBALL FIELD // NUEVO CAMPO DE BÉISBOL
2. OPEN GRASS AREA // ÁREA DE CÉSPED ABIERTA
3. NEW ARTIFICIAL TURF SPORTS FIELDS // NUEVO CÉSPED ARTIFICIAL CAMPOS DEPORTIVOS
4. RENOVATED BASKETBALL COURTS // CANCHAS DE BALONCESTO RENOVADAS
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10. NEW EXERCISE EQUIPMENT // NUEVO EQUIPO DE EJERCICIO

AMENITIES LEGEND // LEYENDA DE AMENIDADES

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021

TURF SPORTS FIELD

MODERN PLAYGROUND
NICKERSON GARDENS COURTYARD RENOVATION
UNIVERSAL DESIGN + ACCESSIBILITY COMPONENT PLAN

AMENITIES LEGEND // LEYENDA DE AMENIDADES

1. NEW BASEBALL FIELD // NUEVO CAMPO DE BÉISBOL
2. OPEN GRASS AREA // ÁREA DE CÉSPED ABIERTA
3. NEW ARTIFICIAL TURF SPORTS FIELDS // NUEVO CÉSPED ARTIFICIAL CAMPOS DEPORTIVOS
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10. NEW EXERCISE EQUIPMENT // NUEVO EQUIPO DE EJERCICIO

SHADE PICNINC AREA

SCALE
0° 40° 80°

N

LOS ANGELES NEIGHBORHOOD LAND TRUST

GRANT APPLICATION TO LOS ANGELES COUNTY REGIONAL PARKS + OPEN SPACE DISTRICT: MEASURE A - OCTOBER 2021
NICKERSON GARDENS COURTYARD RENOVATION
SAFE +ACTIVE TRANSPORTATION COMPONENT PLAN

NICKERSON GARDENS COURTYARD PARK
BIKE PATHS
SAFE PARK ACCESS
Attachment 4

Measure A Grant Agreement Template
GRANT AGREEMENT

Grant Number:

Project Title:

Project Summary:

Grant Award Amount:

PARTIES TO AGREEMENT

Grantor

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40 Building
A-9 East, Ground Floor
Alhambra, CA  91803
Contact:
Phone:

Grantee

NAME
ADDRESS
ADDRESS
ADDRESS
CITY, STATE ZIP CODE
Contact:
Phone:
RECITALS

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

SPECIAL PROVISIONS:

INTERPRETATION

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.
Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

GOOD STANDING POLICY

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

DEED RESTRICTION

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

COMMUNITY ENGAGEMENT

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

BONDING POLICY

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee’s Good Standing.
A. Definitions

1. Grantee: the party described as Grantee of this Contract and any future successor(s).

2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.

3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.

4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.

5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.

6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following: a) Identification of the applicant organization and a sentence or two about its credibility to provide park projects; b) a sentence or two explaining the issue, problem or need for the project; c) a brief statement of the expected measurable outcome(s) that the project will produce; d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

7. Project Summary: 2 to 3 sentences summarizing the project.


B. Conditions

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.

2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.

3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.

4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.

6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.

7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

C. **No Joint Venture**

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

D. **Liability and Indemnification**

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney’s fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

E. **Regulatory Requirements**

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD’s opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management
contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.

2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.

3. (Public Records Act) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

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

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

6. (County Lobbyist Ordinance) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

F. Time is of the Essence

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the termination of the Agreement and a suspension from applying in future grant cycles.

2. The Grantee agrees to complete the Project within the grant time period specified in RPOSD’s Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.

3. The Grantee agrees to promptly submit any requests for changes to the Project’s information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD’s approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD’s Grants Management System, or its equivalent, will cause delay in the grant process.

G. Performance and Development

1. The Grantee agrees to promptly submit any reports that RPOSD may request.

2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD’s satisfaction, that it is infeasible to do so.

3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
H. **Signage**

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development.

I. **Modification**

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

J. **Publicity of Project Information**

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.

2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.

3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.

4. The Grantee shall give a minimum of 30 days’ notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor’s Office in which the Project is located, as well as to other appropriate public officials.

5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, “Photographs”) then the Grantee shall provide quality printed photographs of the completed Project.

K. **Disbursements**

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.

   i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.

   ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any
 modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.

2. RPOSD may disburse to the Grantee the grant funding as follows:

**Acquisition**

i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.

ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report, unless RPOSD agrees, in advance, to the higher price.

iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.

iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

**Development**

i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.

ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.

iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.

iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.

v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.

vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.
L. **Advancing Funds**

i) The Grantee, if in Good Standing has provided the Grantee’s need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

M. **Final Disbursement**

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.

2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.

3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the “Final Report”) including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.

4. The Grant is “complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use”. Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.

5. RPOSD shall pay the outstanding balance of the Grant (the “Final Payment”), subject to any reduction contemplated by any provision of this Agreement.

N. **Long Term Obligations**

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (See Grant Administration Manual for details.)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.

3. (Change of Use) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.

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

5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD’s request in perpetuity.

6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD’s prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.

7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder’s Office.

8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

O. Disposal

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
   
i) the amount of grant monies provided under this Contract;

   ii) the fair market value of the real property determined by an independent appraisal; or
iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:

i) the amount of the proceeds; or

ii) the fair market value of the real property determined by an independent appraisal.

P. Audit

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

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

3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

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

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

6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.
7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

8. At RPOSD’s discretion, an audit of the Grantee’s Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

Q. Failure to Comply

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.

2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

R. Severability

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.

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

3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

S. Termination

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

   i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;

   ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;

iv) the results of RPOSD’s review of the Grant Status Update are not acceptable to RPOSD;

v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD’s judgment, make the Project impracticable;

vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee’s matching funding are reduced;

vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

T. Breach

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
   a. Withdraw the Grant and terminate this Agreement; and,
   b. Deny the Grantee eligibility for participation in future grant program opportunities.

2. After payment (partial or full) of Grant:
   a. Deny the Grantee eligibility for participation in future grant program opportunities;
   b. Seek specific performance of the Grantee’s obligations under this Agreement;
   c. Receive reimbursement in full of disbursement made under this Agreement.

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

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must
pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs
and reasonable legal fees, including costs of collection.

U. Counterparts

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

V. Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The
Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the
electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of
validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement
electronically, the Grantee must inform RPOSD prior to grant agreement execution.
IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: __________________________________________
    Signature of Authorized Representative

Name: __________________________________________
    Print Name

Title: __________________________________________

Date: __________________________________________

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: __________________________________________
    Director / Administrator

Date: __________________________________________

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By: __________________________________________
    Keever Rhodes Muir
    Deputy County Counsel

Grant No.: ____________________________