



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

June 18, 2014

Cedric Hicks
Superintendent, Recreation & Human Services
City of Carson
2400 E Dominguez Street
Long Beach, CA 90810

Dear Cedric:

Hemingway Park Improvements Project Grant #58B8-14-2459

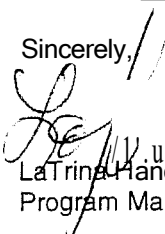
Enclosed for your file is an executed Project Agreement for the abovementioned project. As a reminder, payment of grant funds will be made on a reimbursement basis only. Please refer to the Payments of Grants Funds Section of the Procedural Guide, which outlines the process for reimbursement of payment requests.

Before you begin your project, the District requests that you address and familiarize yourself with the following conditions and requirements as they are outlined in the project agreement:

- * Compliance with California Environmental Quality Act
- * Employment of Youth
- * Recruiting minority and women-owned businesses for participation in contract awarding process
- * Naming of District as additional insured on contractor's insurance
- * Terms for project termination
- * Procedures for requesting reimbursement of expenses. (Payment cycles)
- * Facility access by the general public (Non-resident fees are not allowed by Proposition)

If you have any questions regarding the reimbursement of incurred costs, or require additional clarification on the conditions and/or requirements of the Project Agreement please contact me at (213) 738-3031 or via e-mail ahancock@parks.lacounty.gov.

Sincerely, /


LaTrina Hancock
Program Manager

c/klcxJ:..

Enclosure

cc: Raymond Cruz, Director, Community Services

JUN 23 2014

PROJECT AGREEMENT-V14
Los Angeles County Regional Park and Open Space District Grant

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

Grant No.: 58B8-14-2459

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V14 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: City of Carson Recreation Community Service Dept

Project Name: Hemingway Park Improvements Project

Grant Amount: Two hundred fifty-three thousand dollars (5253,000.00)

Awarded pursuant to Funding Identification Code: 4. h. 2. B

Description of Project:

Facility upgrade for various operations of the park that include, snack bar, roof repairs, ball field renovation, community recreation room repairs, tennis court resurfacing and playground rubber surface replacement.

Project Performance Period: **FROM:** 04/15/2014 **TO:** 06/30/2015

Special Provisions

- A. None.

General Provisions

A. Definitions

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

B. Project Execution

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

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact

Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other written certification of exemption as deemed acceptable by the District.

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

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

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

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

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

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

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.

9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
 - a. Grantee shall cause to be recorded on the title of any real property acquired with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

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

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

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

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

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

D. Project Administration

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

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

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

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

acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

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

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

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

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

E Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.

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

F. Payment of Funds

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

All Payment Request Forms should be sent to:

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

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.

3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

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

H. Independent Grantee

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

I. Financial Records

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

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.
2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of

Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

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

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

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

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to actively oppose, at its sole expense, any claims as to reserved rights to the grant-funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources.
4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.

K. Nondiscrimination

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

M. Severability

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

[illegible]

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

GRANTEE:

By, 4zhlH / 1;)1
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Date: :J.6/L/

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: JL - ! Wicken
Director, Parks and Recreation
Date: 6/9 //4

APPROVED AS TO FORM:

JOHN KRATTLI

COUNTY COUNSEL

By: Christina A Salseda
CHRISTINA A. SALSEDA
Principal Deputy

Grant No.: 58B8-14-2459

Attachment *A*

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 5, 1996

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, ACTING AS THE LEGISLATIVE BODY OF THE LOS
ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT,
LEVYING AN ADDITIONAL ASSESSMENT WITHIN THE DISTRICT,
AMENDING THE METHOD OF ASSESSMENT, AND AUTHORIZING THE
EXPENDITURE OF DISTRICT REVENUES FOR ANY AUTHORIZED
PURPOSE, SUBJECT TO APPROVAL BY THE COUNTY ELECTORATE

WHEREAS, the County of Los Angeles (the "County") has serious unmet needs for park, recreation, youth and senior facilities, and for positive recreational alternatives for at-risk youth to assist in gang prevention and intervention efforts, and contains irreplaceable park, recreation, beach, wildlife and natural open space land; and

WHEREAS, on November 3, 1992, sixty-four percent (64%) of voters within the County voting on the matter authorized formation of the Los Angeles County Regional Park and Open Space District (the "District"), the levy of a benefit assessment within the District, and a plan of expenditure of the proceeds of such assessment; and

WHEREAS, the Board of Supervisors of the County, acting as the legislative body of the District (the "Board"), finds and determines that the development, acquisition, improvement, restoration and maintenance of parks, recreational, cultural and community facilities and open space lands within the District confer a direct and special benefit to all parcels within the District by improving economic, environmental and recreational conditions resulting in maintained or enhanced property values; and

WHEREAS, the Board further finds and determines that the public interest and convenience require, and that it is in the best interest of the residents of the County, that an additional assessment be levied within Landscaping and Lighting District No 92-1, which is coterminous with the District, to fund the purposes of the District consistent with the plan of expenditure set forth in the Engineer's Report referred to below; and

WHEREAS, the County has many unique natural lands and is rich in biological diversity, and it is necessary and important that these natural resources be protected permanently and restored for the purposes of conserving biological diversity, protecting the health of the County's environment and for the enjoyment of this and future generations; and

WHEREAS, the Board further finds and determines that in order to provide for a more equitable apportionment of the assessment among the several properties within the District, the portion of any vacant parcel, and the vacant portion of any partially improved parcel, in excess of

"Department of Children and Family Services" means the Department of Children and Family Services of the County.

"Department of Natural History Museum" means the Department of Natural History Museum of the County.

"Department of Parks and Recreation" means the Department of Parks and Recreation of the County.

"Department of Public Works" means the Department of Public Works of the County.

"District" is used as defined in the recitals to this resolution.

"Engineer's Report" is used as defined in Section 1 of this resolution.

"Financial Consultant" is used as defined in the Master Indenture, and also includes the independent auditing firm described in Section 21 (i).

"Master Indenture" means the Master Indenture of Trust dated as of May 1, 1994, between the District and the Auditor-Controller of the County, as fiscal agent.

"Natural Lands" means an area of relatively undeveloped land which (a) has substantially retained its characteristics as provided by nature or has been substantially restored, or which can be feasibly restored to a near-natural condition and which derives outstanding value from its wildlife, scenic, open space, parkland or recreational characteristics, or any combination thereof, or (b) meets the definition of open-space land in Section 65560 of the California Government Code.

"1992 Assessment" means the assessment levied within the District pursuant to the 1992 Order.

"1992 Order" means the order of the Board, as amended on March 17, 1992, and approved by the voters of the County on November 3, 1992, pursuant to which the District was formed and the first assessment levied therein.

"Nonprofit Organization" means any charitable organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, which has among its purposes the provision of park, recreation or community services or facilities, gang prevention and intervention, tree-planting, or the conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested or open-space condition, or restoration of lands to a natural, scenic, historical, forested or open-space condition.

"Park" means a tract of land with scenic, natural, open-space or recreational values, set apart to conserve natural, scenic, cultural, historical or ecological resources for present and future

- E. Seventy thousand dollars (\$70,000) for security improvements at Bethune Park.
- F. One million two hundred thousand dollars (\$1,200,000) for rehabilitation of the swim beach and/or general park improvements at Bonelli Regional Park.
- G. Three hundred thousand dollars (\$300,000) for development and improvement of recreation facilities, including development a multi-purpose recreation facility, at Burton Park.
- H. Three hundred thousand dollars (\$300,000) for improvements to the community center at Campanella Park.
- I. Two hundred fifty thousand dollars (\$250,000) for general park improvements including security, landscape and/or irrigation improvements at Castaic Sport Complex.
- J. One million seven hundred thousand dollars (\$1,700,000) for rehabilitation of swim beach and/or general park improvements to the recreation and park facilities at Castaic Lake.
- K. Two million ten thousand dollars (\$2,010,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the Central area of the County including, but not limited to Athens, Del Aire, and Keller Park.
- L. One million three hundred ninety-six thousand dollars (\$1,396,000) for renovation and/or general improvements to park and recreation facilities at Cerritos Park.
- M. Two million dollars (\$2,000,000) for development and/or general improvements, including development of gymnasium/community activity facility, at City Terrace Park.
- N. Two hundred fifty thousand dollars (\$250,000) for security and/or general improvements at Devils Punchbowl.
- O. One million six hundred fifty thousand dollars (\$1,650,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the East Los Angeles and San Gabriel Valley areas including, but not limited to, Avocado Heights, Basset, Salazar. Atlantic Blvd., and/or Belvedere.
- P. One million seven hundred thousand (\$1,700,000) for development, rehabilitation and/or general improvements at El Cariso Park.

- DD. Eight hundred ten thousand dollars (\$810,000) for rehabilitation and/or general improvements at Manzanita Park.
- EE. Two hundred thousand dollars (\$200,000) for improvements to the campground at Marshall Canyon Regional Park.
- FF. Two hundred fifty thousand dollars (\$250,000) for rehabilitation of park facilities at Mona Park.
- GG. Three million seven hundred thousand dollars (\$3,700,000) for acquisition, development, rehabilitation and/or general improvements of parks, natural lands and/or recreation facilities in the North County area, including but not limited to George Lane and Charles White Parks, and including but not limited to, the communities of Acton, Altadena, Littlerock and Pearblossom.
- HH. One million five hundred thousand dollars (\$1,500,000) for development of regional pool facilities and/or other park improvements at Pamela Park.
- II. Two hundred thousand dollars (\$200,000) for refurbishment of picnic areas and camp grounds and/or general improvements at Peck Park.
- JJ. Five hundred thousand dollars (\$500,000) for acquisition, development, security improvements and/or general improvements at Placerita Canyon County Park.
- KK. One hundred twelve thousand dollars (\$112,000) for development and/or general improvements at Rogers Park.
- LL. Three hundred thousand dollars (\$300,000) for development, refurbishment, rehabilitation and/or general improvements at Rosas Park.
- MM. One hundred thousand dollars (\$100,000) for refurbishing hard courts and/or lighting at Rowland Heights Park.
- NN. One hundred thousand dollars (\$100,000) for development and/or general improvements to facilities at San Dimas Park.
- OO. Five hundred thousand dollars (\$500,000) for refurbishment and development and/or general improvements at Santa Fe Dam Park.
- PP. Seven hundred thirty thousand dollars (\$730,000) for rehabilitation and development at Ume Grove and/or other general park improvements at Schabarum Park.

AAA. Two hundred thousand dollars (\$200,000) for general park and/or security improvements at the Whittier Narrows Nature Center.

BBB. Three million three hundred thousand dollars (\$3,300,000) for refurbishment, development, expansion and/or general improvements at Whittier Narrows Park.

(2) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.

(3) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

(4) Four million dollars (\$4,000,000) to the Department of Public Works for capital outlay projects to restore and improve the Santa Monica Bay by measurably reducing the toxicity of and/or pollutant load in urban runoff to the Bay, and in accordance with the criteria set forth in Section 9 of this resolution.

(b) Ninety-five million six hundred fifty thousand dollars (\$95,650,000) for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, State parks, trail and river systems, mountain ranges and canyons, significant ecological areas, and museums and cultural facilities in accordance with the following schedule:

(1) Eight million dollars (\$8,000,000) to the Department of Beaches and Harbors to acquire, develop or improve facilities to enhance beaches and public access, improve water quality, rehabilitate or restore existing facilities and improve the safety of beach facilities along the sixty miles of coastline within the County, at County-owned or operated beaches.

(2) Eleven million dollars (\$11,000,000) to the Department of Parks and Recreation for acquisition of lands for park, wildlife, natural and open space purposes, and for development of related recreation facilities and public access in the Baldwin Hills, including an amount not less than seven million dollars (\$7,000,000) for acquisition of lands.

Angeles River as may be included by the Board, consistent with the Los Angeles County Los Angeles River Master Plan, for the purposes of providing recreational opportunities and public access, developing trails for walking, hiking, bicycling, and equestrian use, and restoring natural habitat for wildlife, along the entire length of the Los Angeles River and its tributaries (as defined in this paragraph). The MRCA shall consult with the Department of Public Works and the supervisorial districts through whose boundaries the Los Angeles River flows in developing the list of projects to be considered for expenditure of the funds pursuant to this paragraph and to be submitted to the Board for approval. The Department of Public Works shall review each proposed project for consistency with the Los Angeles River Master Plan and with the flood control plan of the Los Angeles River, and shall provide its findings to the MRCA to be submitted to the Board concurrently with projects submitted to the Board. The Board shall disapprove a project that it finds to be inconsistent with the Los Angeles River Master Plan or that it finds will negatively impact existing or proposed flood control projects. Not less than four million dollars (\$4,000,000) shall be allocated for projects along the Los Angeles River in the Cities of Maywood, Lynwood, Compton and Bell Gardens, including projects along Compton Creek. First priority for all expenditures shall be given to land acquisition projects which result in a net increase of park, recreation and open space lands. No funds shall be expended on projects that could negatively impact any existing or proposed flood control project as determined by the Board of Supervisors.

(IO) Twelve million dollars (\$12,000,000) to the City of Los Angeles for the development, improvement and rehabilitation of the Los Angeles Zoo. The funds shall be spent on the site of the Los Angeles Zoo and in accordance with the Los Angeles Zoo Master Plan.

(11) Two million five hundred thousand dollars (\$2,500,000) to the City of Whittier for restoration and rehabilitation of the Pio Pico State Historic Park, in accordance with the Pio Pico State Historic Park General Plan.

(12) One million dollars (\$1,000,000) to the City of Santa Clarita for the acquisition and development of lands for the Santa Clara River Park in accordance with the Santa Clara River Water and Recreation Features Plan.

(13) One million three hundred fifty thousand dollars (\$1,350,000) to the Department of Parks and Recreation for general improvements to facilities at the South Coast Botanical Gardens.

(14) Ten million dollars (\$10,000,000) to the Wildlife Corridor Conservation Authority for acquisition, improvement, and/or restoration of park and natural lands in the Puente Hills Wildlife Corridor east of Colima Road.

(c) One hundred thirty-one million five hundred fifty thousand dollars (\$131,550,000) to the Department of Parks and Recreation for grants to incorporated cities within the District

- J. Five hundred thousand dollars (\$500,000) to the City of Calabasas for the development of a regional community center and gymnasium in partnership with the City of Agoura Hills.
- K. One million one hundred seventy-five thousand dollars (\$1,175,000) to the City of Claremont for the rehabilitation and development of a community center at the Danbury School site.
- L. One million dollars (\$1,000,000) to the City of Covina or to the agency responsible for the operation of Charter Oak Park for development and improvement of Charter Oak Park.
- M. Four million two hundred thousand dollars (\$4,200,000) to the City of Cudahy, in cooperation with the City of South Gate, for acquisition, improvement, and provision of public access for the Los Angeles River Recreation and Sports Complex adjacent to the Los Angeles River, and for restoration of riparian habitat.
- N. One million six hundred twenty-five thousand dollars (\$1,625,000) to the City of Culver City for development of the Culver City Senior Center.
- O. Three hundred thousand dollars (\$300,000) to the City of Downey for the rehabilitation and improvement of facilities at Rio San Gabriel Park.
- P. Four hundred thousand dollars (\$400,000) to the City of Duarte for rehabilitation of the Duarte Regional Teen Center in partnership with the City of Bradbury.
- Q. One million five hundred thousand dollars (\$1,500,000) to the City of El Monte for the development and improvement of the Community Center/Swimming Pool Complex.
- R. Two hundred fifty thousand dollars (\$250,000) to the City of Gardena for the improvement and rehabilitation of park facilities at Rowley Park.
- S. One million six hundred thousand dollars (\$1,600,000) to the City of Glendale for the development of the new Senior/Adult Recreation multi-purpose center.
- T. One million four hundred thousand dollars (\$1,400,000) to the City of Glendora in accordance with the following schedule:
 - L. Nine hundred thousand dollars (\$900,000) for the development of a regional teen center.
 - ii. Five hundred thousand dollars (\$500,000) for the acquisition of wildlife lands and natural habitat in the Glendora Wildlife Corridor.

- CC. Two hundred seventy-five thousand dollars (\$275,000) to the City of La Verne to develop and improve the La Verne Regional Sports Parks.
- DD. One hundred seventy-five thousand dollars (\$175,000) to the City of Lawndale for the expansion and rehabilitation of Jane Addams Park.
- EE. Nine million nine hundred thousand dollars (\$9,900,000) to the City of Long Beach in accordance with the following schedule:
 - i. Five hundred thousand dollars (\$500,000) for the development and rehabilitation of Belmont Pier.
 - ii. Two million dollars (\$2,000,000) for the rehabilitation of Belmont Plaza Pool including development of security systems.
 - iii. Three million five hundred thousand dollars (\$3,500,000) for the development of the Park on Golden in downtown Long Beach.
 - iv. Three million nine hundred thousand dollars (\$3,900,000) for the acquisition, development and improvement of Westside Park.
- FF. Thirty million dollars (\$30,000,000) to the City of Los Angeles in accordance with the following schedule:
 - i. One million dollars (\$1,000,000) to improve and restore natural habitat at the Ballona Lagoon Marine Preserve in accordance with the Ballona Lagoon Marine Enhancement Preserve enhancement plan.
 - ii. One million eight hundred thousand dollars (\$1,800,000) for the development and improvement of Cabrillo Marine Aquarium in accordance with the Cabrillo Aquarium Master Plan.
 - iii. Two million dollars (\$2,000,000) for the development and improvement of Compton-Slauson Park.
 - iv. Five hundred thousand dollars (\$500,000) for the acquisition and/or development of lands for park purposes near Eagle Rock.
 - v. One million nine hundred thousand dollars (\$1,900,000) for the development and improvement of park and recreation facilities at Elysian Park including trails, picnic facilities, playground and landscaping, in accordance with the Elysian Park Master Plan, Bishop Canyon Improvement Project.

restoration of natural lands at the Sepulveda Basin Recreation Area, including an amount not less than one million dollars (\$1,000,000) for bicycle trails connecting to Sepulveda Basin, excluding trails along the Los Angeles River. Not less than one million dollars (\$1,000,000) shall be spent on restoration of the Sepulveda Basin Wildlife Area and the development of a native plant/wildlife area west of the existing wildlife area.

- xiii. Four million dollars (\$4,000,000) for the acquisition and improvement of land for park and open space purposes adjacent to and in the vicinity of Stoney Point in the San Fernando Valley, to be expended by the Santa Monica Mountains Conservancy. Any unexpended portion of these funds shall be used for acquisition of natural lands and open space within the wildlife corridor between Brown's Canyon and the Santa Susana Mountains unit of the State Park System.
- xiv. One million dollars (\$1,000,000) for development and/or improvement of the Mid-Valley Senior Citizen Center in the San Fernando Valley.
- GG. Nine hundred seventy-five thousand dollars (\$975,000) to the City of Lynwood for the development and improvement of Mervyn M. Dymally Congressional Park.
- HH. Seven hundred thousand dollars (\$700,000) to the City of Malibu for the rehabilitation and restoration of the Malibu Pier.
- II. Five hundred thousand dollars (\$500,000) to the City of Manhattan Beach for the development and improvement of the Cultural Arts Community Center.
- JJ. Five hundred thousand dollars (\$500,000) to the City of Monrovia for the development and rehabilitation of the Recreation Park Armory Facility.
- KK. Four hundred fifty thousand dollars (\$450,000) to the City of Montebello for the development and rehabilitation of the City Park Aquatics Center.
- LL. One million dollars (\$1,000,000) to the City of Monterey Park for the development and rehabilitation of Barnes Park.
- MM. One million dollars (\$1,000,000) to the City of Norwalk in accordance with the following schedule:
 - i. Three hundred seventy five thousand dollars (\$375,000) for the development and improvements to Foster Street Greenbelt and Regional Trail Connection.

- XX. Seven hundred thousand dollars (\$700,000) for the City of San Fernando for the development of the Youth Activities Center at Las Palmas Park.
- YY. One million seven hundred thousand dollars (\$1,700,000) to the City of San Gabriel for the acquisition and/or development of park and recreation facilities located adjacent to Smith Park.
- ZZ. Two million dollars (\$2,000,000) to the City of Santa Clarita for the development and improvement of the Santa Clarita Valley Regional Park.
- AAA. One million seven hundred thousand dollars (\$1,700,000) to the City of Santa Monica for the improvement and rehabilitation of beach and bluff areas to improve access and to provide improvements for recreational activities. Funds shall only be used for improvements to beach and park lands.
- BBB. Two hundred fifty thousand dollars (\$250,000) to the City of Signal Hill for the development of hiking trails around Signal Hill.
- CCC. Two hundred seventy-five thousand dollars (\$275,000) to the City of South El Monte for the development of boxing and weight room facilities at the Aquatics and Community Fitness Center.
- DDD. Four hundred thousand dollars (\$400,000) to the City of South Gate for the development and/or rehabilitation of an at-risk youth center at Hollydale Industrial Park.
- EEE. One million five hundred thousand dollars (\$1,500,000) to the City of Torrance in accordance with the following schedule:
- i. Three hundred thousand dollars (\$300,000) for the development of a nature history center and improvements at Madrona Marsh Nature Preserve.
 - ii. One million dollars (\$1,000,000) for the development of the Sports Complex in Charles H. Wilson Park.
 - iii. Two hundred thousand dollars (\$200,000) for rehabilitation and improvements to the Victor E. Benstead Plunge.
- FFF. Four hundred thousand dollars (\$400,000) to the City of Walnut for the development of the Senior Citizens Activity Center.

Section 5. (a) The grant funds authorized pursuant to subsection (c) (1) of Section 3 shall be allocated to cities which were incorporated on or prior to June 30, 1996, and to the County (representing the unincorporated area of the District), on the basis of each city's and the unincorporated area's respective total number of parcels of land (all as of June 30, 1996). Such figures shall be determined by the Los Angeles County Assessor.

(b) Individual applications for grants pursuant to subsection (c) (1) of Section 3 shall be submitted to the Department of Parks and Recreation for approval as to conformity with the requirements of this resolution. In order to utilize available grant funds as effectively as possible, adjoining jurisdictions shall be encouraged to combine projects and submit joint applications.

(c) The minimum amount that an applicant may request for any individual project is fifteen thousand dollars (\$15,000). Any agency may allocate all or a portion of its per parcel share to a regional or state project or another neighboring jurisdiction and all agencies shall be encouraged to form partnerships with school districts for park and recreation purposes.

(d) Funds allocated to per-parcel grants pursuant to subsection (c) (1) of Section 3 shall be available for expenditure not later than July 1, 1997. These funds shall be expended or committed for expenditure by the recipient by June 30, 2001. Commencing on July 1, 2001, any such grant funds under subsection (c) (1) of Section 3 which are not expended or committed to expenditure by the recipient shall be available for allocation to one or more classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution, and per parcel grant funds that were originally allocated to incorporated cities shall only be spent within municipalities. Upon reallocation by the Board, the original recipient of the funds shall have no further claim to the funds.

(e) (1) Funds allocated to grants for specific identified projects pursuant to subsections (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 shall be available for expenditure not later than July 1, 1997, and shall be expended or committed for expenditure by the recipient prior to June 30, 2003. If these funds are not expended or committed for expenditure prior to June 30, 2003, then, after July 1, 2003 (except as provided in paragraph (2) of this subsection), the agency to which the funds are originally allocated for a specific identified project may submit to the Board an alternative plan for expenditure of the funds in accordance with the purposes of this resolution within the city or area of the District in which funds were originally authorized to be expended. The Board, in its capacity as governing body of the District, may approve the plan by a majority vote. If the revised plan of expenditure is approved by the Board, the reallocated funds shall be expended or committed to expenditure within three years after Board approval of the new plan of expenditure, and if not so expended or committed to expenditure within such three-year period, the funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

certify the long-term recreational use of the improvements. The funds allocated to the City of Los Angeles in subsection (c) (2) (FF) (iv) of Section 3 shall be expended by the Santa Monica Mountains Conservancy as the public entity responsible for implementation of the Rim of the Valley Trail Corridor Master Plan pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.

Section 7. (a) The funds allocated in subsections (a) (2) and (a) (3) of Section 3 shall be available as grants on a competitive basis to Public Agencies and Nonprofit Organizations. The funds shall be encumbered by the recipient within three years of the date when such grants are awarded. The Department of Parks and Recreation shall allocate a share of such competitive funds for expenditure in the unincorporated area of the District using the same procedures specified in subsection (a) of Section 5. The funds allocated pursuant to subsection (a) (2) of Section 3 for competitive grant programs shall be divided equally among the respective purposes specified therein, consistent with the procedures developed by the District for similar competitive grant funds pursuant to the 1992 Order.

(b) Competitive funds allocated pursuant to Section 3 and the 1992 Order shall be made available on a regular annual basis until all such funds are encumbered, and the Department of Parks and Recreation shall notify affected Public Agencies and Nonprofit Organizations of the availability of such funds. Organizations representing ten or more cities shall be given the opportunity by the Department of Parks and Recreation to be fairly represented in the evaluation process established by the Department of Parks and Recreation pursuant to the 1992 Order to evaluate all competitive grant applications. For all competitive grants awarded pursuant to Section 3 and the 1992 Order to Nonprofit Organizations and to Public Agencies from a city with a population of 100,000 or less, costs eligible for reimbursement shall include reasonable costs of preparation of documents needed to apply to the District for the grant, including costs of biological assessments required pursuant to subsection (c) of Section 8, up to three percent (3%) of the total grant amount awarded. In each year that competitive grant funds are available, an amount not less than two and one-half percent (2.5%) of funds available to the District in that year for administrative purposes shall be expended by the District through grants or contracts to independent firms or qualified Nonprofit Organizations for the purpose of providing a technical assistance program to Public Agencies and Nonprofit Organizations throughout the District in preparation of competitive grant requests. The District shall prepare said technical assistance program for Board approval. The Board shall have the ability to adjust the percentage of funds used for said purposes if it determines that the level of funding required to provide the Board-approved technical assistance program is less than the stated percentage. Two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Rim of the Valley Trail Corridor, and two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Santa Monica Mountains.

(c) All other criteria being equal, priority for allocation of any competitive grants under this resolution shall be given to those cities, and to Nonprofit Organizations applying jointly with

Puente Hills east of Colima Road for the use of, and accessible to, at-risk youth from densely-populated, highly-urbanized areas with a high population of at-risk youth and with low per capita percentage of park, recreation, community or open space lands or facilities.

(c) Funds allocated for competitive grants for acquisition and/or restoration of natural lands pursuant to subsection (a) (2) of Section 3 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the acquisition, improvement and/or restoration of natural lands including but not limited to coastal sage scrub, desert, coastal dunes, coastal prairies, chaparral, vernal pools, oak woodlands, forests and native grasslands habitat. Applications for these grant funds shall include a biological assessment of the site including current and historical information, a restoration plan and a long-term habitat management plan. Applicants shall provide documentation of consultation with experts in conservation biology and natural habitat restoration and shall provide documentation that said plans and assessments have been reviewed by these experts.

Section 9. (a) Funds authorized pursuant to subsection (a) (4) of Section 3 shall be available for grants to Public Agencies and shall be expended only for capital outlay projects which meet one or more of the following criteria: (1) protect public health in recreational waters; (2) preserve and enhance the ecological integrity of significant watersheds containing Significant Ecological Areas; (3) are Best Management Practices as defined in the Storm Water NPDES permit for the County and approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board; and (4) reduce runoff into Santa Monica Bay where the runoff travels across lands that contribute large amounts of toxic pollutants to the storm drain system, or measurably reduce the toxicity of that runoff. Proposed projects shall be submitted to the Regional Water Quality Control Board for review and approval.

(b) The Department of Public Works shall prepare, and submit to the Board for approval, a timeline and proposed criteria and procedures for evaluating grants authorized pursuant to subsection (a)(4) of Section 3 of this resolution (and subsection (a)(6) of Section 8 of the 1992 Order) no later than March 30, 1997. The Regional Water Quality Control Board shall in a public process review and give final approval to the criteria and procedures for evaluating these grants.

Section 10. No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

(a) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds. With the approval of the granting agency, the recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this Section.

(b) To use the property only for the purposes of this resolution and to make no other use, sale, or disposition of the property, except as provided in Section 11.

(b) Nothing in this Section shall limit a grantee from transferring property acquired pursuant to this resolution to the National Park Service or the State Park System, with or without consideration.

Section 12. (a) All real property acquired pursuant to this resolution shall be acquired in compliance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code. Public Agencies and Nonprofit Organizations receiving funds under this resolution shall certify compliance to the Department of Parks and Recreation. Funds disbursed to a Public Agency under this resolution may be expended by that receiving Public Agency, or by a joint exercise of powers entity established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code pursuant to an agreement with such receiving Public Agency.

(b) For purposes of this resolution, the term "acquisition" includes gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to the District, conditional or unconditional, for park, conservation, recreational, community, cultural, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this resolution, shall be made in the name of the County and accepted and received on behalf of the District in the name of the County by the Board. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3.

Section 13. Reasonable public access to lands acquired in fee with funds made available pursuant to this resolution shall be provided except where that access may interfere with resource protection. "Reasonable public access" includes, but is not limited to, parking and public restrooms.

Section 14. All funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out. In furtherance of the goal of increasing employment opportunities for at-risk youth, the Board may adopt such rules and regulations, and impose such conditions on recipients of funds under the 1992 Order and this resolution, as the Board may determine to be necessary or appropriate.

Section 15. To the maximum extent feasible, Public Agencies and Nonprofit Organizations shall be encouraged to use funds received pursuant to this resolution to provide funding through agreements with community conservation corps, the California Conservation Corps, and with other community organizations, particularly when youth can be employed to

(e) Any project funded pursuant to this resolution and the 1992 Order shall include sufficient funds to mitigate damage done to natural lands as a result of said project as otherwise required by law.

(f) No funds shall be used to pay for mitigation which is required to be carried out by state or federal law in connection with a project or activity which is not funded pursuant to this resolution or the 1992 Order.

Section 18. No provision of this resolution shall be construed as authorizing the condemnation of publicly-owned lands.

Section 19. Funds provided to the Santa Monica Mountains Conservancy shall be held and disbursed by the District and, upon application by the Conservancy, shall be expended solely for projects approved by the Board, pursuant to such criteria as the Board may in its discretion adopt; provided, that said funds shall be for projects identified in the annual work program of the Conservancy transmitted to the Governor and the Legislature pursuant to paragraphs (1) and (2) of subdivision (a) of Section 33208 of the Public Resources Code, as amended from time to time after a noticed public hearing, and provided that the Board may disapprove a project in an incorporated city only upon a finding that the acquisition or improvement of a project will involve the acquisition of or access to a site identified or proposed for present or potential future sanitary landfill purposes by the County, or involve any other land or project which may directly or indirectly hinder or impact the ability of the County to use any site so identified for such purposes. All land acquired in whole or in part with funds allocated to the Conservancy hereunder shall be purchased from willing sellers, and in no event shall funds allocated to the Conservancy hereunder be used to pay or reimburse the purchase price of land acquired through the exercise of the power of eminent domain. Disbursement of funds pursuant to subsection (d) of Section 3 shall be governed by the procedures specified for the 1992 order in the order of the Board dated March 29, 1994, and such method of disbursement shall continue to apply to the 1992 Order and to funds provided pursuant to this resolution, except that funds shall be expended within five years of disbursement.

Section 20. If funds are allocated in a citywide measure adopted by the City of Los Angeles in 1996 for any project located at the site of a project identified in subsections (c)(2)(FF)(i) through (xiv), inclusive of Section 3, and in subsection (b)(3) or (b)(IO) of Section 3, the funds allocated in this resolution for that project may be reallocated by the Board for another project with regional recreation or open space benefit consistent with the purposes of this resolution within the City of Los Angeles. Such project shall be approved by the City Council of the City of Los Angeles.

Section 21. (a) The Department of Parks and Recreation shall administer for the District all funds for the projects and programs described in this resolution. Administrative costs eligible for funds available for project planning and design of projects funded pursuant to this resolution and the 1992 Order shall include project design and inspection when said inspection is required by the agency responsible for carrying out the project. In any year, a recipient agency may utilize

(h) The amounts of all allocations designated in Section 3 are net amounts, and shall not be reduced for administrative costs of the District.

(i) The District shall contract for an independent audit to be conducted annually by an independent auditing firm for the purposes of determining compliance by the District with the terms of this resolution and the 1992 Order, and to report on the status of all expenditures, grants and contracts as of the end of each fiscal year, including all fund balances; such audit to be completed and such auditor's report to be issued by January 1 of the following year. The Board may establish by resolution the scope of the annual audit which may include among other things an audit of the funds received and expended pursuant to this resolution and the 1992 Order by any recipient agency, including but not limited to the Department of Parks and Recreation, the Santa Monica Mountains Conservancy, the City of Los Angeles and the Department of Beaches and Harbors.

u) The District shall manage its revenues and issue debt in a manner so as to ensure that sufficient funds are available in accordance with the terms of the Master Indenture to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09, and shall annually prepare a Plan of Revenues and Expenditures for the entire life of the 1992 Assessment and the Additional Assessment which demonstrates such availability of funds. The annual Plan of Revenues and Expenditures shall be prepared following completion of the annual audit referred to in subsection (i) of this Section and shall be adopted by the Board prior to June 30 of each year. In preparing the Plan of Revenues and Expenditures the District shall consult with an independent Financial Consultant, and may incorporate directly or by reference all or any portion of the engineer's report prepared by the District for that fiscal year.

Section 22. The Additional Assessment shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such Additional Assessment is first levied and collected by the District.

Section 23. (a) In each of the first twenty (20) years after the date the Additional Assessment is first levied and collected, a minimum of eighty percent (80%) of all proceeds of the Additional Assessment levied and collected by the District shall be used for capital outlay projects, including, but not limited to, acquisition and improvement of real property. For purposes of this resolution, capital outlay projects include the servicing of bonds, notes or other evidences of indebtedness issued by the District.

(b) On an annual basis, fifteen percent (15%) of all proceeds of the Additional Assessment and the 1992 Assessment (or such greater percentage of the proceeds of the Additional Assessment and the 1992 Assessment, not to exceed twenty percent (20%), as determined by the Board) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded by the District pursuant to the 1992 Order and this resolution. Such maintenance and servicing amount

of indebtedness, but including collections of delinquent assessments and interest and penalties thereon), all cumulative to the date of the independent audit, over (2) amounts expended for capital outlay (excluding capital outlay funded with bond proceeds or other borrowed funds), and amounts expended or allocated for maintenance and servicing, administrative costs and debt service, all cumulative to the date of the independent audit (such excess being hereinafter referred to as the "Excess"), shall be allocated by the Board for grants in furtherance of the purposes of this resolution and the 1992 Order. The independent Financial Consultant referred to in subsection G) of Section 21 shall annually determine what portion of the Excess from the prior year may be made available in the next fiscal year pursuant to this Section 24 without impairing the ability of the District to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09 and without impairing the District's ability to issue or repay bonds, notes or other evidences of indebtedness (such amount being hereinafter referred to as the "Available Excess"). The independent Financial Consultant shall make a recommendation as to the Available Excess to the District for its use in preparing the annual Plan of Revenues and Expenditures referred to in subsection 0) of Section 21. In each year, 80% of the Available Excess as identified in the Plan of Revenue and Expenditures approved by the Board shall be allocated by the Board pursuant to this section and in accordance with the following schedule (to the extent permitted by applicable law and not inconsistent with the other provisions of this resolution): 80% shall be allocated for capital projects and 20% shall be allocated for maintenance and servicing of those capital projects.

(b) Over the life of the 1992 Assessment and the Additional Assessment, a total of ten percent (10%) of the funds expended for capital outlay pursuant to subsection (a) shall be allocated for competitive grants pursuant to subsections (a) (2) and (a) (3) of Section 3, which shall be allocated equally among each supervisorial district; the remainder of the funds to be expended pursuant to subsection (a) of this Section shall be equally distributed between the category of highest priority regional open space and recreation projects (as defined in this Section) and the category of regional park and recreation facilities (as determined by the District). Of the annual amount of funds allocated pursuant to this Section, capital funds shall be available only to those agencies which have expended or committed to expenditure the capital funds allocated to said agencies in any category of expenditure under this resolution and the 1992 Order, except that the amount available for the category of regional park and recreation facilities shall be equally distributed between grants to the County and incorporated cities. Grants to incorporated cities shall be made only to those cities that have expended or committed to expenditure all funds allocated to them in all categories of expenditure under this resolution and the 1992 Order. In any year, first priority for expenditure of funds under this section shall be given to land acquisition projects. Capital funds not encumbered in any fiscal year shall be available for reallocation by the Board, pursuant to this section, in the subsequent annual allocation.

(c) For purposes of this section, "highest priority regional open space and recreation projects" shall mean projects for the purposes of and expended by the agencies identified in subsections (b)(Z), (b)(9), (b)(14), and (d) of Section 3, including the Santa Clarita Woodlands,

take any and all actions which are necessary or desirable to carry out the purposes of this resolution and the 1992 Order.

Section 31. The County Counsel is hereby authorized and directed to prepare a final text of this resolution, incorporating all amendments to the version on file with the Clerk of the Board on June 13, 1996, and approved by the Board, including appropriate paragraph numbering and/or lettering, cross references and other technical or conforming changes as County Counsel may deem necessary or desirable to carry out the Board's intent and for clarity and ease of reading. Technical and conforming changes shall include but not be limited to the insertion of new paragraphs in the appropriate place with an appropriate numerical or letter designation and the renumbering or re-lettering of other subsections and paragraphs to reflect the insertion, together with the updating of cross-references to such renumbered and re-lettered subsections and paragraphs in other portions of the resolution.

Section 32. The list of improvements in the Final Engineer's Report is amended to conform with descriptive and fiscal changes made to projects in Section 3 of this resolution.

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Attachment B

Grant Application Form and Resolution of the City of Carson Recreation Community Service Dept
for Hemingway Park Improvements Project

Grant Number: 58B8-14-2459

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

Los Angeles Open Space District
 difANFIAPPUICATION FORM

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

Project Name: <u>14 MAY 12 All 25 District Use Only</u>	
HEMINGWAY PARK IMPROVEMENT PROJECT	
Project Applicant: (Print name and mailing address of agency or organization.)	Grant Number: <u>5888-14-2459</u> Program Manager: <u>Katrina Hancock</u> Proposition Section(s): <u>District 2</u> <u>4n2B \$253,000</u> Grant Amount Requested: <u>\$253,000.00</u> Total Project Cost: <u>\$365,100.00</u> Source(s) of Other Funds: <u>\$77,100.00 Gen. Fund DTC</u> <u>\$35,000.00 Park Dev fund</u> Project Address: <u>700 E. GARDENA BLVD</u> <u>Carson, CA 90746</u>
CITY OF CARSON 701 E. CARSON STREET CARSON, CA 90746	

Grant Applicant's representative authorized in Resolution:

J CKIE ACOSTA A/CITY MANAGER 310-952-1729
 Name Title Phone

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

CEDRIC L. HICKS, JR. DIRECTOR 310-952-1770
 Name Title Phone

Brief Description of Project: The Hemingway Park Improvement Park is a facility upgrade for various operations of the park, to include snack bar, roof repairs, ball field renovation, community recreation room repairs, tennis court resurfacing and playground rubber surface replacement.

Project Performance Period End Date: 06 I 30 I 2015

For **Development** Projects - Land Tenure:

Project is .37 acres.
✓ Acres owned by Applicant (fee simple)
 _____ Acres available under a -year lease
 _____ Acres - Other: (Please explain below)

For **Acquisition** Projects:

Project is _____ acres.
 _____ Acres in fee simple by Applicant
 _____ Acres acquired in other than fee simple
 (Please explain below)

I certify that the information contained in this Grant Applicant Form, including the required attachments, is accurate and that I have read and understand the important information and assurances on the reverse side of this form.

[Signature]
 Signature of Applicant's representative as shown in the Resolution

4-30-14
 Date

3. Certifies that the City of Carson has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
4. Certifies that the City of Carson will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and
5. Approves the adoption of a Youth Employment Plan for the project (see attached); and
6. Appoints the Director of Community Services, or designee, 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 the aforementioned project

PASSED, APPROVED and ADOPTED this --- day of ----, 2014.

For The Mayor
Elito Santarina

Mayor Jim Dear
Mayor Pro Tem

ATTEST:

City Clerk Donesia L Gause

APPROVED AS TO FORM:

W. W. W.

City Attorney (/)