



Legislation Text

File #: 2023-0091, Version: 1

Report to Mayor and City Council

Tuesday, February 21, 2023

Consent

SUBJECT:

CONSIDER APPROVING MEASURE A TECHNICAL ASSISTANCE PROGRAM MASTER AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (CITY COUNCIL)

I. SUMMARY

In July 2022, the City of Carson was notified by the Los Angeles County Regional Park and Open Space District (RPOSD) that it was awarded \$185,000 in Measure A Technical Assistance Program grant funds. These funds will be used to aid the City in developing new park concepts for the Measure A competitive grant categories. To access the money, the City Council is asked to approve the proposed Master Agreement. A subsequent report will be presented at a future meeting to formally accept and allocate the funds to a specific account.

II. RECOMMENDATION

1. APPROVE the “Measure A Technical Assistance Program Master Agreement” with the Los Angeles County Regional Park and Open Space District (Exhibit No. 1; the “Master Agreement,” or “Agreement”); and
2. AUTHORIZE the Mayor to execute the Master Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

As part of the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A), approved by the voters in 2016, the Los

Angeles County Regional Park and Open Space District (RPOSD) established the Technical Assistance Program (TAP) to assist agencies and organizations in developing eligible, multi-benefit park projects and competitive applications for its grant programs. The TAP provides grantmaking information, training, technical resources, and curated professional consulting services (reserved for communities in Study Areas with High or Very High Park Need).

TAP funds can be used for pre-acquisition costs for new park development, community outreach and engagement, planning, scoping, design, grant writing, project and construction management, and multijurisdictional projects.

On July 14, 2022, RPOSD announced expansion of TAP and the allocation of specific funding to cities it defined as “High Need” or “Very High Need.” These categories were determined via the 2016 Los Angeles County Park Needs Assessment (Exhibit No. 2). The City of Carson, designated as a High Need City, has been allocated \$185,000 in TAP funds (Exhibit No. 3).

To access these funds, the City Council is asked to approve the Master Agreement. The Master Agreement is a form contract of RPOSD that is required to be executed by all TAP grantees and that is not subject to negotiation by the City Attorney’s office.

Below is an overview of some of the key provisions of the Master Agreement:

- The City (as grantee) agrees to complete TAP services under the Master Agreement as described in any future Notice to Proceed (NTP) issued by RPOSD for a given project. The TAP Services will be performed by Qualified Vendors through an NTP and the City shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract agreement and certificate of insurance of the Qualified Vendor that the City contracts with. (Article 1).
- The term of the Master Agreement is five (5) years from the date of its execution, and can be renewed by the City for another five (5) years provided the City does not default under the Master Agreement at any point during its term. (Articles 2-3).
- The NTP performance period for each NTP shall be the period of time starting on the date of NTP execution and ending on the performance period end date as defined in the NTP. NTP costs must be incurred within the NTP Performance Period to be eligible for reimbursement. (Article 4).
- City will not be entitled to any payment by RPOSD under the Master Agreement except pursuant to a validly executed NTP, and must use the grant funds solely for the purposes described in the Master Agreement, the resultant NTP and detailed in RPOSD’s approved electronic Grants Management System (GMS) application (Article 6).
- RPOSD shall reimburse to City, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows: reimbursement for eligible costs incurred to date, up to 90% of the grant amount, upon City’s satisfactory progress

under the NTP, with the final 10% held in retention and reimbursed upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation, and RPOSD's acceptance of the project. (Article 9).

- If there are no pending incomplete NTP Projects, either party may terminate the Agreement for any reason upon 30 days' written notice. If there are pending incomplete NTP Projects: (i) RPOSD may terminate or suspend the Agreement for any reason upon written notice to City, in which event City shall immediately cease all work under the Agreement; and (ii) City may terminate the Agreement for any reason upon 30 days' written notice to RPOSD AND repayment to RPOSD of all amounts disbursed by RPOSD for any pending and incomplete NTP(s) issued under the Agreement. (Article 12).
- City waives recovery of any consequential damages that may arise out of the termination or suspension of the Agreement, and RPOSD is not responsible for any obligations of City that may be impacted by termination of the Agreement, including contracts with Qualified Vendors (Article 12).
- Prior to starting any work, City shall (i) secure and maintain insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for the grant, and (b) provide RPOSD with evidence of such insurance. City shall also require its sub-contractors to adhere to these insurance requirements (Article 15).
- City agrees to indemnify, defend and hold harmless RPOSD against claims and liabilities to any third party for any loss arising from the performance of the Agreement or the planning or conducting of projects or any other operation or activity by the City (Article 16).
- RPOSD shall have no liability for any cost overruns of the City, and the liability of RPOSD under the Master Agreement shall be limited to the payment of the funds pursuant to the Master Agreement. Any contracts or other obligations incurred by the City in connection with the Master Agreement or any project thereunder shall be the sole responsibility of City (Article 16).
- City agrees to maintain satisfactory financial accounts and records for each NTP issued under the Master Agreement, retain such records for a minimum of five (5) years following each NTP termination or completion, and make them available to RPOSD for inspection and auditing. If City has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if the audit reveals expenditures that cannot be verified or that were paid in violation of the terms of the Agreement or Measure A, City may be required to pay RPOSD back an amount equal to these expenditures following written notification and final determination from RPOSD. (Article 20).

A subsequent report will be presented at a future meeting to formally accept and allocate the funds to a specific account.

V. FISCAL IMPACT

None at this time.

VI. EXHIBITS

1. Master Agreement (pgs. 5 - 16)
2. RPOSD letter to City (pg. 17)
3. Photo of \$185,000 presentation check (pg. 18)

Prepared by: Tim Grierson, Recreation Superintendent, and Michael Whittiker, Community Services / Parks & Recreation Director