

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Grant Number:

Project Name:

Grant Amount:

Project Summary:

PARTIES TO AGREEMENT

RPOSD:

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

GRANTEE:

RECITALS

The Grantee (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”) do hereby enter into this Grant Agreement (“Agreement”), and under the terms and conditions of this Agreement. Grantee agrees to complete the project as described in RPOSD approved electronic grants management system application and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project not to exceed the awarded grant amount.

Article 1: Work Program

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete the project as described by the grantee and approved by RPOSD in RPOSD’s electronic grants management system (GMS), and incorporated by reference herein.

If all or any part of the project to be funded under this agreement will be performed by third parties (“sub-contractors”) under contract with the Grantee, then the Grantee shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract

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agreement and certificate of insurance of all sub-contractors that the Grantee contracts with for this grant.

The work program provided by the grantee in RPOSD's electronic grants management system for this grant shall have the same effect as if included in the text of this agreement. However, the work program may be negotiated and modified upon the Grantee's submission of a modified work program and RPOSD's approval. If this agreement and the work program are inconsistent, then the terms of this agreement shall control. The Grantee shall carry out the project in accordance with the approved work program, as it may be amended in accordance with the terms of this agreement.

Article 2: Term of Agreement

This agreement shall take effect when approved to form and signed by the County Counsel of the County of Los Angeles and an authorized representative of both parties. The term of the Grant begins when this Agreement is fully executed ("Effective Date") to the Grant Closeout date, as specified in RPOSD's grants management system ("GMS").

Article 3: Project Timeline

The period of time starting on the date of agreement execution and ending on the grant closeout date. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

Article 4: Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

Article 5: Compensation

Upon full execution of this Agreement, Grant funds will be disbursed according to the Project Budget in RPOSD grants management system, subject to the provisions of this Agreement. Grantee will use the Grant solely for the purposes described in this Agreement and detailed in RPOSD's approved electronic GMS application. Grantee will return to RPOSD any funds not expended or committed for the purposes of the Grant within the Project Timeline. Grantee understands that the Grant is not a gift and agrees that RPOSD is granting funds for Grantee to pursue the work outlined in the Work Program.

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Article 6: Overhead or Indirect Costs

Grantee must receive approval from RPOSD prior to billing for overhead or indirect costs. Please refer to the Grant Administration Manual for additional requirements to bill for overhead or indirect costs.

Article 7: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of this agreement may not be increased except by written amendment to this agreement. The Grantee shall expend funds consistent with the approved grant budget. Any revisions to the budget that shifts funds from approved budget items into a different category, must be identified in a revised budget within RPOSD's grants management system and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the project budget which have not received the approval required above. Any increase in the funding for any budgeted item shall mean a decrease in the funding for one or more other budgeted items unless there is a written amendment to this agreement to award additional funds to this grant.

Article 8: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

RPOSD shall reimburse funds for costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the approved work program and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final ten percent held in retention, upon the Grantee's satisfactory completion of the project, submission of required documentation and upon RPOSD's acceptance of the project. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the electronic grants management system and address all forms and requirements of the claim process. Hourly rates billed to RPOSD and specified in the approved work program budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

An authorized representative of the Grantee shall sign the claim. Each claim form shall be accompanied by:

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1. All receipts and any other source documents for direct expenditures and costs that the Grantee has incurred.
2. Invoices from contractors that the Grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless RPOSD makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the Grantee is requesting reimbursement, as requested by RPOSD.

The Grantee's failure to submit a signed payment request form, including attachment of supporting documents, will relieve RPOSD of its obligation to reimburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

Article 9: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds as requested by RPOSD. Any unused portion of the advanced funding must be returned to RPOSD within 30 days of the completion of the grant.

Article 10: Project Completion

The Grantee shall complete the project by the Project Completion date provided in the grants management system. Upon completion of the project and before the Grant Closeout date, the Grantee shall supply RPOSD with evidence of completion by submitting:

1. All Deliverables specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by RPOSD.
2. Electronic submission of final payment request.

Within thirty days of the Grantee's submission of the above, RPOSD shall determine whether the Grantee has satisfactorily completed the project. If so, RPOSD shall issue to the Grantee a letter of acceptance of the project and pay to the Grantee any unpaid portion of the grant funds that have been retained in accordance with this agreement. The project shall be deemed complete as of the date of the letter.

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Article 11: Early Termination, Suspension, and Failure to Perform

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with written notice seven days prior to the project start date.

Before the project is complete, RPOSD may terminate or suspend this agreement for any reason by providing the Grantee with (30) thirty-day notice in writing. In either case, the Grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to RPOSD. RPOSD shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from RPOSD authorizes work to resume.

Before the project is complete, the Grantee may terminate this agreement for any reason by providing RPOSD with a thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD under this agreement. RPOSD may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the Grantee or RPOSD, the Grantee shall provide RPOSD with all work, material, data, information, and written, graphic or other work produced, developed or acquired that was to be delivered under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The Grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the Grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

Article 12: Severability

If any provision of this agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the agreement and shall not cause the remainder to be invalid or unenforceable.

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In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Article 13: Copyright and Work Products

Grantee has the right to Copyright protect original works developed under this Grant. All such copyrighted works will be in the name of the Grantee or its sub-contractor. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Grant.

Article 14: Liability Insurance

Prior to starting any Work, Grantee, Contractor(s) and subcontractors shall (a) secure and continuously carry insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for this grant, and (b) provide RPOSD with evidence of such insurance. Grantee agrees to promptly provide evidence of insurance required under this Section at any time during the term of the Agreement upon request by RPOSD or a third party engaged by RPOSD to manage and administer the insurance requirements under this Section. Grantee also agrees to require its primary sub-contractors to adhere to these insurance requirements.

Article 15: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

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

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

The obligations in this "Indemnification and Hold Harmless" section shall survive termination of this agreement.

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Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding to RPOSD. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

Article 18: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD's electronic GMS system; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system.

Article 19: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to RPOSD 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 RPOSD 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 RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

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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 RPOSD 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 Measure or the Measure A Grants Administration Manual, RPOSD 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 RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures. 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 Measure or the Measure A Grants Administration Manual, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

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

Article 20: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 21: Nondiscrimination

During the performance of this agreement, 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.

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Article 22: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 23: Assignment

Without the written consent of RPOSD, this agreement is not assignable by the Grantee in whole or in part.

Article 24: Good Standing

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

Article 25: Community Engagement

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

Article 26: Timeliness

Time is of the essence in this agreement.

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

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____
Print Name

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

APPROVED AS TO FORM:

DAWYN HARRISON

ACTING COUNTY COUNSEL

By: _____
Parjack Ghaderi
Principal Deputy County Counsel

Date: _____

Grant No. _____