

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

Measure A Technical Assistance Program Master Agreement

PARTIES TO AGREEMENT

RPOSD:

GRANTEE:

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

RECITALS

The Grantee (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”) do hereby enter into this Agreement and under the terms and conditions of this Agreement. Grantee agrees to complete TAP Services as described in any future Notice(s) to Proceed (“NTP”) issued by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A.

DEFINITIONS

Indirect/Overhead Costs – Indirect/Overhead costs are costs not usually identified specifically with the grant, contract, or activity, but are necessary for the general operation of the grantee/organization.

NTP (Notice to Proceed) – The formal notification issued by RPOSD that directs the Grantee to immediately, or as of the date contained in the notice to begin work on the Project.

NTP Budget - Budget submitted by Grantee which provides the cost of the TAP Services being provided.

NTP Completion Date – The date TAP Services will be completed according to the approved timeline submitted by the Qualified Vendor.

Qualified Vendor – Parkland development consultants and service providers included on RPOSD’s TAP Qualified Vendor list.

TAP Services – Technical Assistance Program services provided by a Qualified Vendor through a NTP process.

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Article 1: TAP Services

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete TAP Services as described in the NTP(s) and incorporated by reference herein.

TAP Services provided under this Agreement will be performed by Qualified Vendors through an NTP and the Grantee 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 Grantee contracts with.

Article 2: Term of Agreement

The term of this Agreement begins when it is fully executed ("Effective Date"). The term of the agreement shall remain in effect for five years from the effective date unless renewed, terminated or cancelled by either party as provided in Article 3: Option to Renew and Article 11: Early Termination, Suspension, and Failure to Perform, below.

Article 3: Option to Renew

Provided that Grantee is not, and at no time has been, in default during the Term under any of the terms, conditions, and provisions of this Agreement, then Grantee shall have the option to renew this Agreement, for one five (5) year option period, provided that, in order to exercise this Option to Renew (Option), Grantee is required to give to RPOSD written notice thereof not less than three (3) months prior to the date of expiration of this Agreement.

Article 4: NTP Performance Period

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 5: Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally

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sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 6: Compensation

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to a validly executed NTP. Grant funds will be disbursed in accordance with the NTP Budget defined in the NTP(s), subject to the provisions of this Agreement. Grantee will use the grant funds solely for the purposes described in this Agreement, the resultant NTP and detailed in RPOSD's approved electronic GMS application. Grantee may not combine or carryover funds remaining in one NTP to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work outlined in the NTP.

Article 7: Overhead or Indirect Costs

Grantee's overhead or indirect costs are not reimbursable.

Article 8: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of any future NTP(s) may not be increased. The Grantee shall expend funds consistent with the approved NTP Budget. Any revisions to the NTP Budget that attempts to shift 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 NTP budget which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item shall result in a corresponding decrease in the funding for one or more other budgeted items.

Article 9: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows:

RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the NTP and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final 10% held in retention, upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation and upon RPOSD's acceptance of the project. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for

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actual costs incurred. 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:

1. All receipts and any other source documents for direct expenditures and costs that the Grantee seeks reimbursement for;
2. Invoices from Qualified Vendor(s) that the Grantee engaged to complete any portion of the work funded under this Agreement and any invoices and any other source documents for costs incurred and expenditures by any such Qualified Vendor(s), unless RPOSD makes a specific exemption in writing; and
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the NTP (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.

RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with the any requirements, including failure to submit a signed payment request or attaching supporting documents.

Article 10: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Grantees must setup a separate fund or account for RPOSD funds approved for advance payment. RPOSD funds must be deposited into an interest-bearing account insured by the FDIC. All interest earned belongs to RPOSD and must be returned to RPOSD prior to final payment. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds. The grantee must use or return all advanced funds before requesting for reimbursement of additional expenses from the grant award. Only one request for advance funds, at the initiation of the grant, will be allowed per grant. In addition, Grantee shall return advanced funds paid to Grantee that RPOSD, in its sole discretion, deems ineligible.

Article 11: NTP Completion

The Grantee shall complete the TAP Services by the NTP Completion date provided in the GMS. Upon completion of the NTP the Grantee shall provide RPOSD with evidence of completion by submitting:

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1. All Deliverables specified in the NTP, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);
2. Electronic submission of final payment request; and
3. Letter of Completion.

Article 12: Early Termination, Suspension, and Failure to Perform

If there are no pending incomplete NTP Projects, either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days written notice.

If there are pending incomplete NTP Projects, RPOSD may terminate or suspend this Agreement for any reason by providing the Grantee with written notice. Upon receipt of such notice, Grantee shall immediately cause all work under the Agreement to stop and take all reasonable measures to prevent incurring further costs. RPOSD may reimburse eligible, 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 grant funding authorized in this Agreement and only if Grantee is in compliance with all terms and conditions of this Agreement and any outstanding NTPs. Any notice suspending NTP's under this Agreement shall remain in effect until written notice from RPOSD authorizes the NTP to resume.

If there are pending incomplete NTP Projects, 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 for any pending and incomplete NTP(s) issued under this Agreement.

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.

Grantee expressly agrees 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.

RPOSD is not responsible for any obligations of Grantee that may be impacted by termination of this Agreement, including contracts with Qualified Vendors.

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Article 13: 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.

Article 14: Copyright and Work Products

Grantee may copyright protect original works developed under this Agreement. All such copyrighted works will be in the name of the Grantee. 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 15: Liability Insurance

Prior to starting any Work, Grantee 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 shall also require its sub-contractors to adhere to these insurance requirements.

Article 16: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold harmless RPOSD, its officers, employees, and agents 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 Projects or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD, its officers, employees, and agents 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 Projects 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 any 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.

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

Article 17: 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 18: 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 19: 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 20: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for each NTP issued under this Agreement and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following each NTP 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.

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Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

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 RPOSD for reimbursement under the terms of this Agreement.

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.

Article 21: 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 22: 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.

Article 23: 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 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

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Article 25: Good Standing

Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this agreement.

Article 27: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement for Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 27 shall be a material breach of this Agreement.

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Article 29: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 30: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. _____

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Date

Grantee Information

Dear

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
(ENTER NAME OF TAP SERVICES)

Your application for Technical Assistance Program funds for the above TAP Services has been approved subject to the terms and conditions of Agreement No. (Enter Number) dated (Enter Date). This Notice to Proceed (NTP) covers the work listed in the attached Bid from Consultant dated (Enter Date).

TAP services shall be completed by (Enter Date here) for a not-to-exceed fee of (Enter Amount), including related reimbursable expenses as specified. Any work exceeding these fees will require prior written authorization from RPOSD.

Please ensure that Agreement No. (Enter Number) appears on your invoices when billing RPOSD. If you have any questions regarding this NTP, please contact (Enter Contact) at (626) 588-XXXX or (Enter Email Address). Please coordinate with (Enter coordinate name) at (Enter Email Address) to initiate work on this NTP.

Sincerely,

Name of RPOSD Rep
Rep's Title