



# Acquisition-Only

**MEASURE A** COMPETITIVE  
GRANT  
PROGRAM

**Guidelines**

July 2024



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# APPENDICES

**Appendix A:** Measure A Grant Agreement

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# Introduction

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This document provides extensive information about the Los Angeles County Regional Park and Open Space District's (RPOSD) *Acquisition-Only Competitive Grant Program (Program)* for the 2024 grant cycle. After reviewing the guidelines, you will have a better understanding of the application process and evaluation criteria for the Program.

For more information regarding Measure A funding opportunities, programs, and procedures, please refer to the Measure A Grants Administration Manual, Measure A Basics Handbook, and Measure A Funding Overview Presentation, available online at [RPOSD.LACounty.gov](https://RPOSD.LACounty.gov).

# Guidelines

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## APPLICATION SUBMISSION RULES

1. A maximum of one application submission is allowed per eligible applicant for this Program.
2. Incomplete application submissions will not be considered, however, RPOSD at its sole discretion, may waive immaterial omissions.
3. Applications will not be accepted after the deadline, September 27, 2024, at 10:00 am.

## APPLICATION FILING PERIOD

Application Period Opens: July 11, 2024

Application Period Closes: September 27, 2024, at 10:00 am

## ELIGIBLE APPLICANTS

The following are considered eligible applicants: public agencies and nonprofit organizations.

### PUBLIC AGENCIES

Any governmental agency, special district, or joint powers authority (JPA) that is authorized to acquire, develop, improve and restore real property for beach, wildlife, park, recreation, community, cultural, open space, water quality and flood control, within Los Angeles County is eligible to apply for Measure A grants. Each relevant department within the City of Los Angeles and the County of Los Angeles is considered a separate eligible applicant for purposes of applying.

### NONPROFIT ORGANIZATIONS

Nonprofit organizations must have a mission related to one or more of the following focus areas:

- Environmental protection and preservation
- Park, recreation, community services, or facilities
- Gang prevention and intervention
- Environmental education and interpretation
- Tree planting
- Conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested, or open-space condition
- Restoration of lands to a natural, scenic, historical, forested, or open-space condition
- Job skills training and educational opportunities to young adults and/or veterans

# GRANTS MANAGEMENT SYSTEM (GMS) REGISTRATION

Applicant registration information must be entered and submitted in the Grant Management System (GMS) at <http://grantfunding.rposd.lacounty.gov> for this funding opportunity. Applicants requiring assistance with the registration process are encouraged to contact RPOSD at [info@rposd.lacounty.gov](mailto:info@rposd.lacounty.gov). Specific registration requirements for nonprofit organizations are listed below. If your agency has already completed registration in the GMS, this step can be skipped.

## Nonprofit Organizations GMS Registration Requirements

- **Proof of Mission.** Documentation showing mission statement relates to nonprofit focus areas as stated above.
- **Articles of Incorporation.** Documentation as filed with the state.
- **Proof of 501 (c) 3 status.** If applicable, also provide Conservation Corps certification; and/or certification that training, education, placement services provided meet requirements.
- **Proof of Good Tax Standing.** Copy of latest IRS Form 990 (Return of Organization Exempt from Income Tax).

## ADDITIONAL REQUIREMENTS FOR ALL REGISTRANTS

In addition to the requirements specific to each agency or organization type, all registrants must adhere to the following:

### Review Measure A Grant Agreement Terms

Registrants must review RPOSD contract terms in order to determine ability to meet the minimum requirements and long-term obligations. A copy is located in the Appendix.

### Federal Tax Identification Number

Registrants must provide their federal tax identification number.

### LA County Vendor ID

Registrants must have a LA County Vendor ID number. Registrants without a LA County Vendor ID number can obtain one at <https://camisvr.co.la.ca.us/webven>.

### Enrollment in Direct Deposit

Per Los Angeles County's *Method of Payment for County Contractors, Vendors, and Other Payees*, Electronic Fund Transfer, or direct deposit, is the default form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. To enroll, visit: <https://directdeposit.lacounty.gov/>. All registrants must confirm their enrollment in direct deposit with the County or provide documentation of an approved exemption.

### Third Party GMS Registration

If an applicant needs to provide access to a third party acting on behalf of your organization, the applicant must ensure that the third party has an active GMS profile and is associated with your organization. This applies to consultants working with applicants to submit a grant application.

## QUESTIONS FROM APPLICANTS

Applicants may submit questions in two different ways:

1. Questions can be submitted by email to [info@rposd.lacounty.gov](mailto:info@rposd.lacounty.gov). Please enter “2024 Acquisition-Only Competitive Grant Program” in the subject line.
2. During the virtual workshop, questions may be posed verbally or submitted in the chat box.

All questions must be submitted by August 9, 2024, for RPOSD to provide a response before the application deadline date.

RPOSD will publish a Frequently Asked Questions document on the RPOSD website.

## PROGRAM GOALS

The purpose of this Program is to increase parkland acreage totals through the acquisition of land for new parks and expansion of existing parks for one or more of the following purposes: multi-benefit parks, regional recreation facilities, wildlife corridors, conservation, preservation, habitat restoration, trails, multi-use trails, and access facilities such as trailheads, staging areas, roadways, and parking lots. Acquisitions in High or Very High Need Study Areas, rural areas, regional areas, and/or for trail connections and access, wildlife corridors, and critical habitat will receive additional consideration.

A minimum of thirty percent (30%) of these funds has been set aside to projects in High or Very High Need Study Areas, as defined by the 2016 Countywide Parks Needs Assessment. For additional information on this target, refer to the [Measure A Grants Administration Manual \(GAM\)](#).

## AVAILABLE FUNDING/AWARD SIZE

The amount of funding available for this grant program cycle is approximately \$14.5 million. The requested grant award must fall within the minimum and maximum grant award size range listed below. Note that Measure A grant awards are not necessarily intended to fully fund grant projects and acquisition may require leveraging other funding sources.

Measure A Acquisition-Only Competitive Grant Award Funding Request Range:

- Minimum: \$150,000
- Maximum: \$2,000,000

## PROJECT TYPES

All applicants will acquire property for one or more of the following project types:

- New Parks
- Pocket Parks
- Expansion of Existing Parks
- Multi-Benefit Parks
- Regional Recreation Facilities
- Wildlife Corridors
- Conservation
- Preservation
- Habitat Restoration

- Trails
- Multi-Use Trails
- Access Facilities for Parks (Trailheads, Staging Areas, Roadways, Parking Lots)

## PROJECT ELIGIBILITY REQUIREMENTS

Applicants must provide proof that the project meets the following project eligibility requirements in order to apply for a grant award:

- The project only funds land acquisition;
- There is an identified and willing seller;
- The acquired land will be used for one or more purposes listed in the Program Goals section above;
- The funding request is within the minimum and maximum grant range;
- Applicant has a detailed budget; and
- Applicant has a detailed timeline.

## REVIEW MEASURE A GRANT AGREEMENT AND THE GAM

Applicants must review the Measure A Grant Agreement and [Measure A GAM](#) in order to determine ability to meet the grant requirements, long-term obligations, and procedures. A copy of the Measure A Grant Agreement is located in the Appendix. Requirements include, without limitation:

### *Perpetuity*

Applicant agrees to maintain and operate the property acquired with Measure A grant funds in perpetuity and to use the property acquired only for purposes consistent with the Measure A Resolution.

### *Good Standing*

Applicants must be in Good Standing with RPOSD in order to apply for and/or receive grants.

### *Funding Acknowledgement*

Projects must acknowledge RPOSD's funding assistance with a sign installed at a prominent location on the project site, consistent with Section 4 Funding Acknowledgment of the [Measure A GAM](#). The cost of permanent signage is reimbursable through the grant. Signage examples and the RPOSD logos are available for the grantee to reference and use in signage development. For further details on the funding acknowledgment requirements, please refer to page 65 of the [Measure A GAM](#).

## POST AWARD INFORMATION

### *Award Timeline*

1. Awardees will have up to 90 days from the grant award notification to execute a grant agreement with RPOSD.
2. Awardees will have up to two years from the date of grant agreement execution to close escrow on their acquisition.



3. Awardees must record a Deed Restriction concurrent with the close of escrow unless otherwise approved by RPOSD in writing.
4. Awardees will have up to 90 days after the close of escrow to complete property conveyance documentation, obtain Title Insurance Policy, and submit grant closing documentation.
5. RPOSD will not reimburse for expenses incurred before the grant agreement execution date.

### *Appraisals/Appraised Value*

#### Appraisal Submission

A comprehensive narrative appraisal report that meets the Uniform Standards of Professional Appraisal Practice, and is not more than a year old, must be provided a minimum of 60 days prior to the contemplated close of escrow.

RPOSD will consider the appraisal valid for up to two years from the date of submission.

#### Acquisitions Above Appraised Value

For acquisitions where the cost of purchase is above the appraised value of a property, RPOSD will only reimburse grant funds up to the appraised value of the property being acquired.

Example:            Sale Price of Property: \$1 million  
                         Property Appraised Value: \$850,000  
                         Maximum RPOSD Reimbursement Amount: \$850,000

### *Deed Restriction Requirements*

Grantee shall record a deed restriction requiring compliance with the grant agreement on the title of any real property acquired with funds from RPOSD.

### *CEQA Compliance*

RPOSD requires a CEQA determination (Exemption, Negative Declaration, or EIR) to be filed with and recorded by the Registrar-Recorder/County Clerk for the project.

## **APPLICATION QUESTIONS**

Before starting an application on GMS, ensure all individuals, including your agency's Authorized Representative and Authorized Designee, are registered or have active accounts on the system to assist with completing the application.

Responses to the following questions will be required as part of the application.

#### General Information

- Project Title

- Primary Contact
- Organization

### Agency Information

- Select your Agency Type (Public or Nonprofit).
- Select your agency's Authorized Representative from the drop-down list. The Authorized Representative is the individual approved to make organizational decisions for your agency. This person, or his/her Authorized Designee, must submit all claims and sign for your agency when required.
- Select your agency's Authorized Designee from the drop-down list. The Authorized Designee is the individual selected by the Authorized Representative to submit claims and sign documents on his/her behalf.
- Upload a copy of your agency's jurisdiction support in the Supporting Documents section of the application. Jurisdiction support is a written support or adopted resolution to apply for, accept, and administer grant funds from an authorized representative from the head of the applying department, City Manager's Office, City Council, Board of Directors, or other leadership deemed appropriate by applicant.

### Project Details

- Explain the issue or need for this project. (750 characters max).
- Scope of Work: Write 2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.

### Parcel Information

- Enter the Assessor's Identification Number(s) (AIN).
- Enter the acreage.
- Enter the landowner.
- Enter anticipated date of acquisition (mm/yyyy).
- Enter the Study Area(s) that the parcel is located in. The Study Areas can be found on the Countywide Parks Needs Assessment website at <https://lacountyparkneeds.org/pna-home/>.

### Land Access/Tenure

- Will your agency be the landowner of the proposed project location(s)?
  - If yes, provide proof such as a Letter of Intent or a Purchase Agreement in the Supporting Documents section of the application.
  - If no, who will be the landowner? Note: If applicant will not be the landowner, an Assignment and Assumption of Grant Agreement (AAGA) will be required.
    - Enter the landowner contact name and email.

### Supporting Documents

Upload the following:

- Jurisdiction support
- Project Location Map depicting a 5-to-10-mile radius
- Grant Boundary Map with Assessor's Identification Number(s) (AIN) clearly identified
- Letter of Intent (LOI) or Purchase Agreement

### Grant Award Funding Request

Enter amount (Minimum \$150,000 / Maximum \$2,000,000)

# EVALUATION CRITERIA QUESTIONS

## Level of Need

1. Identify the Study Area(s) where the project is located on the current [Countywide Parks Needs Assessment](#) map. Points will be awarded to projects located in High or Very High Need Study Areas, as defined in the 2016 Countywide Parks Needs Assessment.

## Regional Recreation or Rural Recreation Priority Areas

2. Identify the Regional Recreation or Rural Recreation Priority Area of Los Angeles County that the project is located in using [PNA+ Map Viewer](#). When in the Map Viewer, zoom into street level indicating the location of the project, and use either the “Priority Areas for Increasing Access to Regional Recreation” OR “Priority Areas for Increasing Access to Rural Recreation” layer. Refer to Appendix B for additional information.

## Environmental Multi-Benefits

3. Describe how this acquisition will result in new space that will benefit the environment and/or address elements of sustainability, including the reduction of heat-island effects, resiliency, and adaptation to climate change, urban forestry, or water sustainability/water infrastructure.
4. Describe how this acquisition will result in a habitat restoration area or address biodiversity. Examples include preserving critical habitat areas and creating a diversity of spaces that can be used as habitat for a diversity of animals and plants.
5. Indicate that the property has no adverse site conditions or if the property has adverse site conditions, describe the mitigation plan to address the conditions.

## Connections and Access

6. Describe how the acquired land will be used to connect river, mountain, and urban areas, especially to County Parks, State Parks, the National Forest, the National Recreation Area(s), and the National Monument(s), or that link canyons and regional or local parks throughout the County.
7. Describe how the acquired land will be used for trails and/or access points.
8. Describe how the acquired land will be used for wildlife corridors and/or protecting critical habitat.

## Timeline

9. Describe all activity completed to date towards the acquisition. Include all milestones already completed in anticipation of the acquisition and remaining milestones, including the acquisition date. Timeline should include key elements completed or pending, including preliminary title report, appraisal, environmental studies/tests, CEQA, negotiations with the landowner, evidence of community support, and other due diligence requirements.

## Budget Feasibility

### 10. *Eligible and Ineligible Costs*

The Project Budget is a summary of the estimated costs for the proposed acquisition. When preparing the budget, identify project costs as hard acquisition costs or soft costs. The hard acquisition costs must comprise at least ninety percent (90%) of the grant award amount requested. No more than ten percent (10%) of the grant award amount will be allowed for soft costs.

To assist applicants in preparing their project budgets, review the below non-exhaustive lists of eligible and ineligible expenses for reimbursement using Measure A grant funding. Applicants should contact RPOSD for clarification regarding the eligibility of expenses not listed. RPOSD will not reimburse for expenses incurred prior to the execution of the grant agreement.

**Soft Cost Percentage Cap: Up to ten percent (10%) of the grant award amount.**

ELIGIBLE COSTS	INELIGIBLE COSTS
<p style="text-align: center;"><b>Soft Costs for Acquisition</b></p> <ul style="list-style-type: none"> <li>• CEQA filing fees</li> <li>• Surveys (Only if begun post Grant execution)</li> <li>• Community outreach/engagement</li> <li>• Indirect overhead costs</li> <li>• In-house Direct Employee Labor Costs – see GAM for additional requirements)</li> </ul> <p style="text-align: center;"><b>Hard Acquisition Costs</b></p> <ul style="list-style-type: none"> <li>• Land</li> <li>• Signage (For RPOSD funding acknowledgement)</li> <li>• Appraisals (subsequent appraisals post-grant execution, if necessary)</li> <li>• Escrow fees</li> <li>• Property taxes (Paid as part of escrow)</li> <li>• Title insurance</li> <li>• Preliminary title report</li> </ul>	<ul style="list-style-type: none"> <li>• All Construction costs</li> <li>• Travel fees</li> <li>• Rent</li> <li>• Fundraising</li> <li>• Use of aircraft (fixed wing, helicopter, drone)</li> <li>• Staff training/education</li> <li>• Overnight shipping/delivery charges</li> <li>• Bonus payments</li> <li>• Charges above normal/customary rates</li> <li>• Interest charges</li> <li>• Postage</li> <li>• Costs incurred before or after the grant performance period/project timeline</li> <li>• Books, Subscriptions, and memberships</li> <li>• Judgments, attorney fees and/or costs</li> <li>• Costs paid by other fund sources</li> <li>• Transportation, vehicle costs, gas, and parking fees</li> <li>• Grant writing and application costs</li> <li>• Costs for items not included in the scope of work</li> <li>• Office equipment/Furnishings</li> <li>• Ceremonies, receptions, or entertainment</li> <li>• Cellphone usage</li> <li>• Deficits/overdrafts</li> <li>• Costs without backup documentation</li> <li>• Relocation costs</li> <li>• Cost to fulfill any mitigation requirements or development imposed by law</li> <li>• Consumables: Food/beverages; hospitality items (unless necessary for Community Outreach and Engagement purposes)</li> </ul>

*Additional Secured/Non-Secured Funding (If Applicable)*

If the application identifies other project funding in addition to the requested competitive grant award amount, applicant must submit evidence that the funding is secured. That evidence may include letters of commitment, bindings, records of other grants received, etc.

If additional funding has **not** been secured but is necessary, provide details on how the funding gap will be filled in order for the acquisition to be completed.

*Annual Allocation Funding*

Applicants that receive Measure A Annual Allocation funding from RPOSD may include those secured funds as an additional secured funding source in the budget. Include the specific amount of annual allocation funds to be contributed to this acquisition. No additional evidence of funding being secured is required for this funding source.

# EVALUATION CRITERIA

Applications will be scored using the following criteria:

- Level of Need
- Regional Recreation or Rural Recreation Priority Areas
- Environmental Multi-Benefits
- Connections and Access
- Timeline
- Budget Feasibility

Each evaluation criterion is described below, along with a breakdown of points by sub criteria (where applicable).

## SCORING RUBRIC

Administrative Review	Points
Level of Need	10
Regional Recreation or Rural Recreation Priority Areas	10
<b>Subtotal</b>	<b>20</b>
Evaluated Criteria	Points
Environmental Multi-benefits	25
Connections and Access	25
Timeline	15
Budget Feasibility	15
<b>Subtotal</b>	<b>80</b>
<b>TOTAL POINTS</b>	<b>100</b>

<p><b>LEVEL OF NEED</b></p> <p>LEVEL OF NEED IS BASED ON THE CURRENT COUNTYWIDE PARKS NEEDS ASSESSMENT DETERMINATION. PROJECTS LOCATED IN STUDY AREAS WITH HIGH OR VERY HIGH NEED WILL RECEIVE MORE POINTS THAN PROJECTS THAT ARE NOT IN THESE STUDY AREAS.</p> <p>PROJECTS MAY RECEIVE UP TO A MAXIMUM OF 10 POINTS BY MEETING ONE OF THE SUB CRITERIA BELOW.</p> <p>REFER TO THE <a href="#">COUNTYWIDE PARKS NEEDS ASSESSMENT WEBSITE</a> FOR STUDY AREA NEED LEVEL DETERMINATION.</p>	<p><b>10 MAX.</b></p>
<p><i>(A) Project is located in a Very High Need Study Area.</i></p>	<p><b>10</b></p>
<p><i>(B) Project is located in a High Need Study Area.</i></p>	<p><b>5</b></p>

**REGIONAL RECREATION OR RURAL RECREATION PRIORITY AREAS**

10  
MAX.

PROJECTS LOCATED IN REGIONAL RECREATION OR RURAL RECREATION PRIORITY AREAS WITH ONE OR MORE IDENTIFIED INDICATORS OF NEED.

REFER TO THE [PARKS NEEDS ASSESSMENT + MAP VIEWER](#) FOR REGIONAL RECREATION OR RURAL RECREATION PRIORITY AREAS WITH ONE OR MORE IDENTIFIED INDICATORS OF NEED. REFER TO APPENDIX B.

PROJECTS MAY RECEIVE A MAXIMUM OF UP TO 10 POINTS IF THEY ARE LOCATED WITHIN REGIONAL RECREATION OR RURAL RECREATION PRIORITY AREAS WITH ONE OR MORE IDENTIFIED INDICATORS. THE INDICATORS INCLUDE:

REGIONAL RECREATION INDICATORS	RURAL RECREATION INDICATORS
<ul style="list-style-type: none"> <li>• High levels of social and transportation barriers;</li> <li>• High levels of health and environmental vulnerability;</li> <li>• Low proximity to regional recreation sites; and</li> <li>• Low visitorship rates to regional recreation sites</li> </ul>	<ul style="list-style-type: none"> <li>• High levels of social and transportation barriers;</li> <li>• High levels of health and environmental vulnerability;</li> <li>• Low proximity to rural recreation sites; and</li> <li>• Proximity to fewest recreation opportunity types</li> </ul>

(A) The project is located within a Regional Recreation or Rural Recreation Priority Area with <u>three</u> identified indicators of need.	10
(B) The project is located within a Regional Recreation or Rural Recreation Priority Area with <u>two</u> identified indicators of need.	8
(C) The project is located within a Regional Recreation or Rural Recreation Priority Area with <u>one</u> identified indicator of need.	5

<p><b>ENVIRONMENTAL MULTI-BENEFITS</b></p> <p>PROJECTS THAT PROVIDE OTHER BENEFITS BESIDES RECREATION THAT RELATE TO ENVIRONMENTAL ISSUES.</p> <p>PROJECTS MAY RECEIVE UP TO A MAXIMUM OF 25 POINTS BY MEETING ALL OF THE SUB CRITERIA BELOW. REFER TO THE <a href="#">MEASURE A GAM</a> FOR ADDITIONAL INFORMATION.</p>	<p>25 MAX.</p>
<p><i>(A) Heat-Island Reductions</i> This acquisition will result in new space that will benefit the environment and/or address elements of sustainability including the reduction of heat-island effects, resiliency, and adaptation to climate change, urban forestry, or water sustainability/water infrastructure.</p>	<p>0-10</p>
<p><i>(B) Habitat Protection and Biodiversity</i> This acquisition will result in a habitat restoration area or address biodiversity. Examples include preserving critical habitat areas and creating a diversity of spaces that can be used as habitat for a diversity of animals and plants.</p>	<p>0-10</p>
<p><i>(C) The property has no adverse site conditions; OR</i></p>	<p>5</p>
<p><i>(D) The property has adverse site conditions, and there is a mitigation plan to address the conditions.</i></p>	<p>0-5</p>
<p><b>CONNECTIONS AND ACCESS</b></p> <p>PROJECTS THAT ACQUIRE LAND TO CONNECT RIVER, MOUNTAIN, AND URBAN AREAS OR WILL BE USED FOR TRAILS, ACCESS POINTS, WILDLIFE CORRIDORS, AND/OR PROTECTING CRITICAL HABITAT.</p> <p>PROJECTS MAY RECEIVE UP TO A MAXIMUM OF 25 POINTS BY MEETING ALL OF THE SUB CRITERIA BELOW.</p>	<p>25 MAX.</p>
<p><i>(A) The acquired land will be used to connect river, mountain, and urban areas, especially to County Parks, State Parks, the National Forest, the National Recreation Area(s), and the National Monument(s), or that link other canyons and regional or local parks throughout the County.</i></p>	<p>0-10</p>
<p><i>(B) The acquired land will be used for trails and/or access points.</i></p>	<p>0-10</p>
<p><i>(C) The acquired land will be used for wildlife corridors and/or protecting critical habitat.</i></p>	<p>0-5</p>

<p><b>TIMELINE</b></p> <p>PROJECTS THAT HAVE COMPLETED KEY ELEMENTS OF DUE DILIGENCE TOWARDS THEIR ACQUISITION WILL RECEIVE MORE POINTS THAN PROJECTS WHERE THESE ELEMENTS MUST STILL BE COMPLETED. INCLUDE ALL MILESTONES ALREADY COMPLETED IN ANTICIPATION OF THE ACQUISITION AND REMAINING MILESTONES, INCLUDING THE ACQUISITION DATE.</p>	<p>15 MAX.</p>
<p><i>(A) All acquisition milestones have been completed; acquisition can be completed upon execution of grant agreement.</i></p>	<p>15</p>
<p><i>(B) Some acquisition milestones have been completed; but additional milestones remain to be completed before acquisition.</i></p>	<p>8-14</p>
<p><i>(C) Acquisition milestones will begin upon execution of grant agreement.</i></p>	<p>1-7</p>

<p><b>BUDGET FEASIBILITY</b></p> <p>PROJECTS THAT WILL RESULT IN A COMPLETED ACQUISITION IF FUNDS ARE AWARDED WILL RECEIVE MORE POINTS THAN PROJECTS WITH FUNDING GAPS THAT MAY DELAY PROPERTY ACQUISITION.</p>	<p>15 MAX.</p>
<p><i>(A) Amount being requested will result in a fully funded acquisition.</i></p>	<p>15</p>
<p><i>(B) Amount being requested will partially fund this acquisition (at least 50% of funding has been secured). Funding gap plan provides details that will result in a fully funded acquisition.</i></p>	<p>8-14</p>
<p><i>(C) Amount being requested will partially fund this acquisition (less than 50% of funding has been secured). Funding gap plan provides details that will result in a fully funded acquisition.</i></p>	<p>1-7</p>



# GRANT PROGRAM TIMELINE (APPLICATION TO AWARD)

## Milestones

Guidelines Released:	July 8, 2024
Application Period:	July 11, 2024, through September 27, 2024, at 10:00 am
Administrative Review and Panel Review:	October 2024 to December 2024
Anticipated Grant Award Announcement:	December 2024 through January 2025

## **Review Process**

### Administrative Review

Once the application period has closed, RPOSD will conduct an administrative review of all submitted applications to verify Good Standing status, required document submittal, verification of proposed acquisition's Study Area, Need Level or Regional Recreation and Rural Recreation Priority Areas, and adherence to criteria and project requirements. Applications that pass the administrative review will be sent to the Competitive Grants Evaluation Panel.

### Competitive Grants Evaluation Panel Review

RPOSD will convene an evaluation panel consisting of panelists with desired qualifications of diverse backgrounds and expertise in various aspects of park and open space with an emphasis on land acquisitions.

The panelists will review and evaluate the applications according to the evaluation criteria listed in these grant program guidelines. The evaluation panel is responsible for determining a final score for each application and preparing a project ranking list for submission to RPOSD. RPOSD will create the list of recommended projects for funding in accordance with the panelists' project rankings.

# Appendix A

## Measure A Grant Agreement

**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 AGREEMENT**

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Grant Number:

Project Title:

Grant Award Amount:

Project Summary:

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**PARTIES TO AGREEMENT**

Grantor

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

Grantee

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**RECITALS**

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

**SPECIAL PROVISIONS:**

**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 AGREEMENT**

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**INTERPRETATION**

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

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

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

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

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

**WORK**

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

**GOOD STANDING POLICY**

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

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**DEED RESTRICTION**

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

**COMMUNITY ENGAGEMENT**

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

**A. Definitions**

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
  - a) Identification of the applicant organization and a sentence or two about its credibility to provide park projects;
  - b) a sentence or two explaining the issue, problem or need for the project;
  - c) a brief statement of the expected measurable outcome(s) that the project will produce;
  - d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

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7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

**B. Conditions**

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.
7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

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**C. No Joint Venture**

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

**D. Liability and Indemnification**

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

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

**E. Regulatory Requirements**

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

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2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.
  - i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
3. (*Public Records Act*) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
4. (*Public Records Act*) In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
5. (*Internal Revenue Code of 1986, as amended*) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
6. (*County Lobbyist Ordinance*) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.



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7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

**F. Time is of the Essence**

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

**G. Performance and Development**

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees

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in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

**H. Signage and Branding**

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

**I. Modification**

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

**J. Publicity of Project Information**

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

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**K. Disbursements**

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.
  - i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.
  - ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.
2. RPOSD may disburse to the Grantee the grant funding as follows:

**Acquisition**

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

**Development**

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- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.
- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.
- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.
- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

**L. Advancing Funds**

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

**M. Final Disbursement**

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.

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3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.
5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

**N. Long Term Obligations**

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (*See Grant Administration Manual for details.*)
2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.

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5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.
8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

**O. Disposal**

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
  - i) the amount of grant monies provided under this Contract;
  - ii) the fair market value of the real property determined by an independent appraisal; or
  - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

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

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2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
  - i) the amount of the proceeds; or
  - ii) the fair market value of the real property determined by an independent appraisal.

**P. Audit**

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.
3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.
4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.

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7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

**Q. Failure to Comply**

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

**R. Severability**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

**S. Termination**

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



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- i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
- iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
- iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
- v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
- vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;
- vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

**T. Breach**

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

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

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

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

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

**U. Counterparts**

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

**V. Electronic Signature**

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

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

GRANTEE:

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Name: \_\_\_\_\_  
*Print Name*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LOS ANGELES COUNTY  
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: \_\_\_\_\_  
*Director / Administrator*

Date: \_\_\_\_\_

**Grant No.:**

# Appendix B

Regional Recreation and Rural  
Recreation Priority Areas Information

## Regional Recreation and Rural Recreation Priority Areas Information

The [2022 Parks Needs Assessment Plus \(PNA+\)](#) identified priority areas for regional recreation and rural recreation using various indicators of population vulnerability and other factors such as access to regional and rural recreation sites via different modes of travel, the availability of such facilities, and the amenities they offer. Many of the most vulnerable areas identified in the 2022 PNA+ are also the Very High and High park need areas in the [2016 Parks Needs Assessment \(PNA\)](#). The PNA+ is a new detailed study which reveals that in addition to the park needs identified in the PNA, the County also has unmet needs with respect to regional recreation, rural recreation, and other areas.

### Regional Recreation Priority Areas

Regional Recreation Priority Areas are defined as areas with:

- High levels of social and transportation barriers;
- High levels of health and environmental vulnerability;
- Low proximity to regional recreation sites; and
- Low visitorship rates to regional recreation sites.

Strategies to address community-specific barriers to regional recreation should be prioritized for implementation in these areas. Examples include expanded public transit service to beaches, parks, and trails, and improved information-sharing about regional recreation facilities in the priority areas.

#### Identified Indicators of Need

- High levels of social and transportation barriers
- High levels of health and environmental vulnerability
- Low proximity to Regional Recreation Sites
- Low visitorship rates to Regional Recreation Sites

### Rural Recreation Priority Areas

Rural Recreation Priority Areas are defined as areas with:

- High levels of social and transportation barriers;
- High levels of health and environmental vulnerability;
- Low proximity to rural recreation sites; and/or
- Proximity to fewest recreational opportunity types.

Given the community-specific barriers identified, these areas should be prioritized for interventions such as developing new local parks, improving, expanding, or adding amenities to existing parks, increasing transportation options to parks, and collaborating across agencies and communities to serve shared needs.

#### Identified Indicators of Need

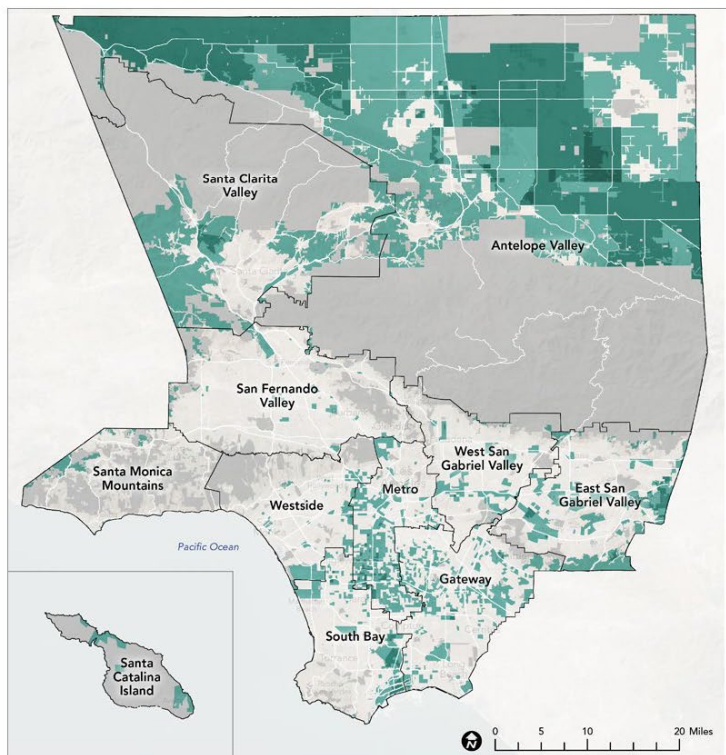
- High levels of social and transportation barriers
- High levels of health and environmental vulnerability
- Low proximity to Rural Recreation Sites
- Proximity to fewest recreation opportunity types

### PRIORITY AREAS FOR INCREASING ACCESS TO REGIONAL RECREATION

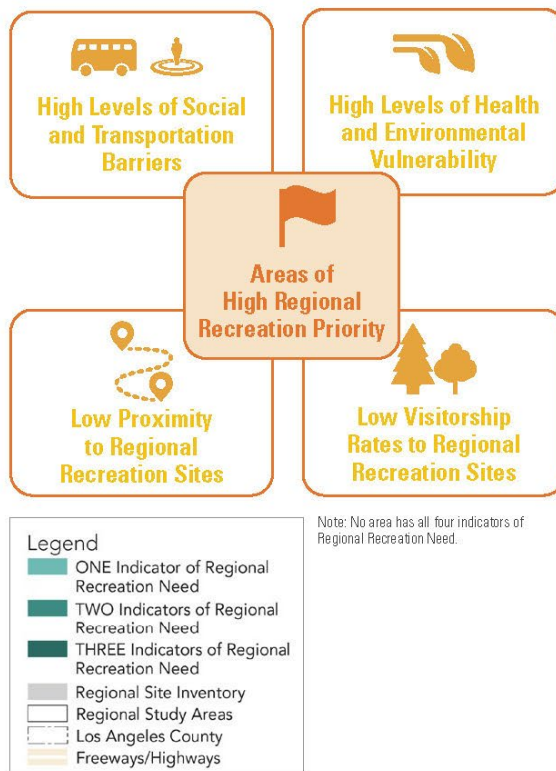
The PNA+ identifies regional recreation priority areas which are defined as areas with:

- » High levels of social and transportation barriers;
- » High levels of health and environmental vulnerability;
- » Low proximity to regional recreation sites; and
- » Low visitorship rates to regional recreation sites.

Strategies to address community-specific barriers to regional recreation should be prioritized for implementation in these areas. Examples include expanded public transit service to beaches, parks, and trails, and improved information-sharing about regional recreation facilities in the priority areas.



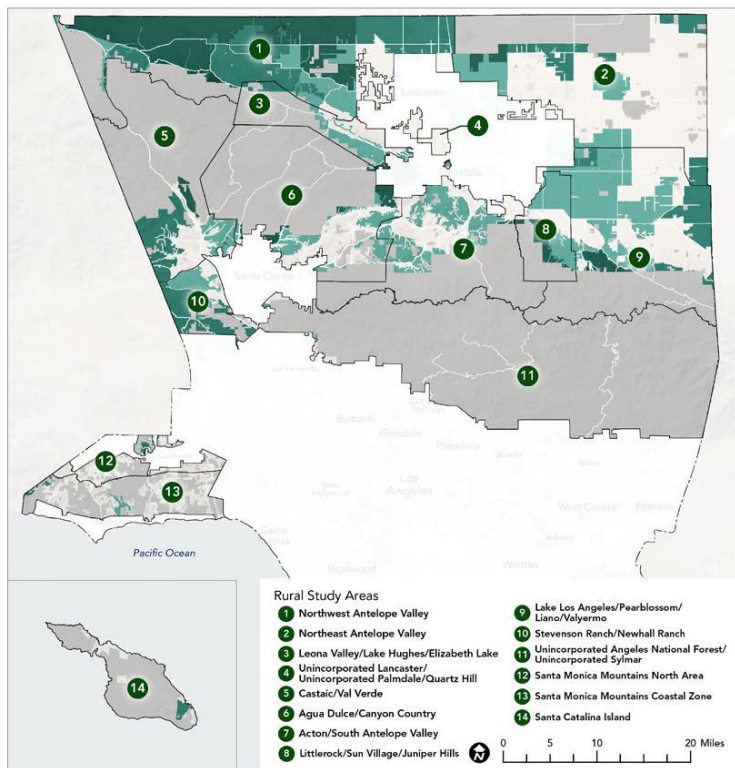
Map source: HPI, 2021; Unacast, 2021; ArcGIS StreetMap Premium, 2021; 2021 RRE Inventory



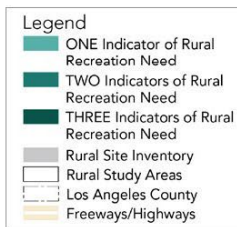
### PRIORITY AREAS FOR INCREASING ACCESS TO RURAL RECREATION

The PNA+ identifies rural recreation priority areas which are defined as areas with: 1) high levels of social and transportation barriers; 2) high levels of health and environmental vulnerability; 3) low proximity to rural recreation sites; and/or 4) proximity to fewest recreational opportunity types.

Given the community-specific barriers identified, these areas should be prioritized for interventions such as developing new local parks, improving, expanding or adding amenities to existing parks, increasing transportation options to parks, and collaborating across agencies and communities to serve shared needs.



Map source: PNA, 2016; US Census, 2019; Esri, 2021; MIG, 2021; LAC GIS, 2021; USGS NHD, 2021



Note: No area has all four indicators of Rural Recreation Need.



**LOS ANGELES COUNTY  
REGIONAL PARK AND  
OPEN SPACE DISTRICT**

**MEASURE  
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