

22-252

NO.

DATE	October 06, 2022	C.D. <u>Various</u>		
BOARD OF RECREATION AND PARK COMMISSIONERS				
SUBJECT:	MEASURE A YOUTH & VETERAN JOURN PLACEMENT GRANT — RETROACTIVE APPROVOF GRANT APPLICATION FOR CITY PATHWORD PROGRAM EXPANSION; ACCEPTANCE OF AWARDED	AL OF SUBMISSION /AYS FOR YOUTH		
AP Diaz _ H. Fujita _ * B. Jackson _	M. Rudnick  C. Santo Domingo  N. Williams			
	Gene	ral Manager		
Approved _	X Disapproved	Withdrawn		
If Approved: Board President Julia Vatanuas Board Secretary Aŭsto ander				

# **RECOMMENDATIONS**

**BOARD REPORT** 

- 1. Retroactively approve the submission by the Department of Recreation and Parks (RAP) of a grant application for the Measure A Youth & Veteran Job Training Placement Program grant (Grant) for expansion of RAP's City Pathways for Youth Program (Project), as further described in this Report and in Attachment 1 of this Report, which was submitted without prior Mayor or Council approval due to this being a competitive grant with no City General Funds or matching funds required, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
- 2. Approve the resolution attached as Attachment 2 to this Report for the Grant Project described in this Report (Resolution) and recommend City Council adopt such Resolution for such Measure A Grant Project;
- 3. Direct RAP staff to transmit a copy of the Resolution to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for City Council approval pursuant to Los Angeles Administrative Code Section 14.6 *et seq.* as may be amended;

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- 4. Authorize RAP's General Manager to accept the Grant, if awarded, and execute a grant agreement with substantially the same terms and conditions as set forth in Attachment No. 2 of this Report, for the awarded grant amount, the Project scope, and the grant performance ending December 31, 2025, subject to the approval of the Mayor and City Council pursuant to Section 14.6(c) of the Los Angeles Administrative Code;
- 5. Direct RAP as the designated Grant Administrator for Measure A Grant Program to submit this request to the L.A. For Kids Steering Committee in accordance with City Council instructions (Council File 18-0611) and to the Mayor and City Council for approval pursuant to Section 14.6(c) of the Los Angeles Administrative Code; and
- 6. Authorize RAP staff to make any technical adjustments to the Measure A Grant application and Resolution as necessary to carry out the intent of this Report.

# **SUMMARY**

The Los Angeles County Regional Park and Open Space District (RPOSD) launched two Measure A competitive grant programs with up to -Twenty -Three Million Dollars total in funding opportunities for cities, non-profit organizations, community-based organizations, and other eligible entities. The Youth and Veteran Job Training and Placement program consists of up to Ten Million, Nine Hundred Thousand Dollars (\$10,900,000) in Measure A grant funding available for education, skills training (career development), certification, and job placement programs in the field of parks and recreation for youth and veterans across Los Angeles County.

RAP's City Pathways for Youth Program provides young people with professional development workshops and job training. Youth ages 16-30 can work up to 750 hours in a 10-month period as paid interns at a local park. The program is designed to be low-barrier access to employment for low-income and vulnerable communities. Interns can select 1 of 3 tracks: recreation, aquatics, and maintenance. Interns must be low-income or face a barrier that makes it difficult for finding employment such as previously experiencing homelessness, having a disability, being justice-involved, or being in foster care. The goals of the program are to: 1) increase youth employment in the City of Los Angeles, 2) contribute to COVID-19 recovery, and 3) develop career pathways.

Current funding for the program is for two years and runs from Summer 2022 through Summer 2024 with a goal of enrolling a total of 200 interns. There are currently 45 interns enrolled since late July 2022 at 25 sites citywide. The Grant would fund the expansion of the program, increase the number of total interns enrolled from 200 to 275, and add additional internship tracks including park services and coaching. The interns selected for the program would continue to meet the low-income or barrier eligibility to participate and would be recruited from

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vulnerable communities. The age would be adjusted to 18-25 from 16-30 to align with the Measure A Youth and Veteran Job Training and Placement program. The proposed expansion of the program is further detailed in Attachment 1, the Grant Application.

Through this Report, RAP requests retroactive approval of the Grant application submission, approval of the Resolution as required by the Grant, and authorization to accept the Grant funds, if awarded.

# FISCAL IMPACT

Acceptance of this Grant does not require RAP to provide matching funds, and therefore would not impact RAP's, General Fund. The Grant provides essential funding that augments City Pathways for Youth Program.

# STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 7:** Maintain a Diverse and Dynamic Workforce

**Outcome No. 2:** Development and retention of a workforce that meets the park system's public service and internal management needs

This Report was prepared by Edna Degollado, Project Coordinator.

# **LIST OF ATTACHMENTS/EXHIBITS**

- 1) Attachment 1: Grant Application
- 2) Attachment 2: Resolution Form
- 3) Attachment 3: Measure A Grant Agreement

# **2022 Measure A Grant App Questions - Youth Employment**

# **GENERAL PROGRAM INFO**

Identify the Existing Program and detail the type of enhancement/expansion you are seeking funding for. (*Provide narrative of the overarching goals, measurable objectives, and purpose for this program.*) 3000 characters

The City of Los Angeles Department of Recreation and Parks has been providing young people with meaningful work experience for over 30 years. The latest program launched by the department, City Pathways for Youth, provides young people with professional development workshops and job training. Youth ages 16-30 can work up to 750 hours in a 10 month period as paid interns at a local park. The program is designed to be low-barrier access to employment for low-income and vulnerable communities. Interns can select 1 of 3 tracks: recreation, aquatics, and maintenance. Interns must be low-income or face a barrier that makes it difficult for finding employment such as previously experiencing homelessness, having a disability, being justice-involved, or being in foster care.

Each internship track has its own set of training unique to the track. Recreation interns learn to lead camp activities, after school clubs, and sports programs. Maintenance interns learn building maintenance including maintaining hardscape, landscape, smart irrigation, and general custodial duties. Aquatics interns learn about general pool facility maintenance, customer service, and pool health and safety regulations. Professional development training is also offered. Topics include sexual harassment prevention in the workplace, resume and cover letter writing, financial literacy, and sports coaching. All interns in the program are also required to complete mandated reporter training with the State of California.

The goals of the program are to: 1) increase youth employment in the City of Los Angeles, 2) contribute to COVID-19 recovery, and 3) develop career pathways. The program meets these goals through intentional recruitment, training, and program design. All of the recreation centers selected for the program are located within low-income communities of Los Angeles that have been disproportionately affected by the COVID-19 Pandemic. All of the interns that participate in the program are trained and provided with the skills to be successful in an entry level position in maintenance, aquatics, or recreation with the goal of being hired at their internship site. Department staff and leadership are supportive of the program because staff train and work with the youth before hiring them and the department contributes to youth opportunities while supplementing their workforce capacity.

#### ATTACHMENT 1

The funding for the program is for 2 years and runs from Summer 2022 through Summer 2024 with a goal of enrolling a total of 200 interns. There are currently 45 interns enrolled since late July 2022 at 25 sites citywide. Funding for the expansion of the program would increase the number of total interns enrolled from 200 to 275 and add additional internship tracks including park services and coaching. 80% – 100% of the interns in the program would continue to meet the low-income or barrier eligibility to participate and would be recruited from vulnerable communities.

# Explain how the enhancement/expansion of the Existing Program fits within your organization's mission. (*Provide a detailed description.*) 3000 characters

The City of Los Angeles Department of Recreation and Parks's mission is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment. The department strives to provide affordable recreational, physical, and cultural opportunities for all Los Angeles residents, with a focus on families, youth development, and building healthy communities. The programs and services offered by the department provide excellent value, and quality, and emphasize the equitable distribution of resources throughout the City. Programs are provided in safe, attractive, and well-maintained facilities that reflect the public's needs and interests.

The City Pathways for Youth program supplements the department's workforce capacity to meet the goals and mission of the department. The program itself is designed to be enriching for the participants and contributes to the wide array of services offered by the department. This program also aligns with the department's mission of providing programming at all stages of a person's life. The department currently offers a robust sports program called PlayLA. The International Olympic Committee (IOC) and the Los Angeles 2028 Olympic and Paralympic Organizing Committee (LA28) awarded the City of Los Angeles \$160M to provide young Angelenos ages 5-17 with free and low-cost sports programming at 81 sites in Los Angeles from 2020 through 2028, when the Olympic and Paralympic games come to Los Angeles. Unfortunately, once a young person ages out of the sports program, there is little programming outside of adult leagues offered to young people ages 18-25. City Pathways for Youth provides an opportunity for young people to give back to their community and gain valuable experience while supporting their integration into the workforce. The program also supplements the department's year-round need for staff workforce by building a pipeline of trained and vetted young people to fill entry-level positions.

Lastly, the department's commitment to equity outlined in the department's strategic plan shines through this program. The City of Los Angeles Department of Recreation and Parks acknowledges and understands that park development and investment patterns in Los Angeles have created lasting disparities in access to quality open space, recreation programs, and facilities. The department affirms its commitment to equity by specifically focusing the City Pathways for Youth Program in communities that need it most to reduce socio-economic disparities and access to open space.

Program Summary/Scope (2 to 3 sentences summarizing the enhancement/expansion of the Existing Program. The sentences should be concise and allow for a clear understanding of the enhancement/expansion of the Existing Program. The summary/scope will be used in the grant agreement.) 750 characters

The City of Los Angeles Department of Recreation and Parks (RAP) seeks Measure A funds to expand the existing City Pathways for Youth program. With current funding, RAP is able to train and offer paid internships to 200 young people ages 16-30 per year for 2 years. All of the interns recruited are from Los Angeles's most vulnerable communities. Additional funding from Measure A would allow the program to continue until 2025 and provide opportunities for a total of 275 interns. The 3 year expansion would focus on recruitment of young people ages 18-25 at 25 existing City Pathways sites.

# **LEVEL OF NEED**

1. Existing Program's primary location (address): EXPOCenter, 3980 Bill Robertson Ln, Los Angeles, CA 90037

Study Area where the program is located (based on the primary address): City of LA Exposition Park - University Park - Vermont Square Study Area ID #164

Supervisorial District: District 1: Hilda Solis, District 2: Holly Mitchell, District 3: Sheila Khuel

#### Are there any additional program locations?

- 1. Hazard Recreation Center (2230 Norfolk Street, Los Angeles 90033)

   Study Area 177 Moderate
- 2. Lincoln Park Recreation Center (3501 Valley Blvd. Los Angeles 90031) Study Area 177 Moderate
- 3. Hollenbeck Recreation Center (415 S. St. Louis Street, Los Angeles 90033) Study Area 135 Very High
- 4. MacArthur Park Recreation Center (2230 W. 6th Street, Los Angeles 90057) Study Area 147 Very High
- 5. Lou Costello Recreation Center (3141 E. Olympic Blvd., Los Angeles 90023) Study Area 135 Very High
- 6. State Street Recreation Center (716 N. State Street, Los Angeles 90033) Study Area 135 Very High
- 7. Lafayette Community Center (625 S. Lafayette Park Pl. Los Angeles 90057 Study Area 68 Very High
- 8. Griffith Park Study Area 103 Moderate
- 9. EXPO Center Study Area 164 Very High
- 10. Green Meadows Recreation Center (431 E 89th Street, Los Angeles, 90003) Study Area 163 Very High
- 11. MLK Recreation Center (3916 S Western Ave, Los Angeles, 90062) Study Area 164 Very High

- 12. Mt Carmel Recreation Center (830 W 70th Street, Los Angeles, 90044) Study Area 119 Very High
- 13. Van Ness Recreation Center (5720 2nd Ave, Los Angeles, CA 90043)

   Study Area 83 High
- 14. South Park (345 E 51st Street, Los Angeles, 90003) Study Area 169 Very High
- 15. Jackie Tatum Harvard Center (6120 Denker St., Los Angeles, CA 90047) Study Area 43 High
- 16. Jim Gilliam Recreation Center (4000 S La Brea Ave, Los Angeles, 90008) –Study Area 83 High
- 17. 109th Street Recreation Center (1464 E 109th Street, Los Angeles, 90059) Study Area 163 Very High
- 18. Ross Snyder Recreation Center (1501 East 41st Street, Los Angeles, CA 90011) Study Area 169 Very High
- 19. Toberman Recreation Center (1725 Toberman Street, Los Angeles, CA 90015) Study Area 147 Very High
- 20. Wabash Recreation Center (2765 Wabash Avenue, Los Angeles, CA 90033) Study Area 135 Very High
- 21. Ritchie Valens Recreation Center (10736 Laurel Canyon Blvd., Pacoima 91331) Study Area 117 High
- 22. Sylmar Recreation Center (13109 Borden Ave., Sylmar 91342) Study Area 96 Moderate
- 23. David M. Gonzales Recreation Center (10943 Herrick Ave., Pacoima 91331) Study Area 117 High
- 24. Hubert Humphrey Recreation Center (12560 Filmore St, Pacoima 91331) Study Area 117 High
- 25. Panorama Recreation Center (8600 Hazeltine Ave., Panorama City 91402) Study Area 130 Very High
- Identify how the enhancement/expansion of the Existing Program will result in the implementation of park projects or park programs and/or development of career pathways within the parks and recreation field within High Need or Very High Need Study Areas. (Include the Study Area(s) you anticipate your program participants will come from.)

The City of Los Angeles Department of Recreation and Parks only focuses on low-income communities of color to recruit for the City Pathways for Youth program. The selected 21 of the 25 sites for the recruitment and expansion are located within High Need or Very High Need study areas with 72% of the site selected being in Very High Need Study Areas. The study areas selected for recruitment are as follows: 43, 68, 83, 96, 103, 117, 119, 130, 135, 147, 163, 164, 169, and 177. The overarching goals of the program are to: 1) increase youth employment in the City of Los Angeles, 2) contribute to COVID-19 recovery, and 3) develop career pathways. In addition to 88% of the sites selected being located in High Need or Very High Need Study Areas, all of the sites are located within low-income communities of Los Angeles that have been disproportionately affected by the COVID-19 Pandemic with the exception of the Griffith Park site. All of the interns that participate in the program are trained and provided with the skills to be successful in an entry level position in maintenance, aquatics, or recreation with the goal of being hired at their internship site.

Priority for internship placements will be given to youth that are located within a mile radius of the park so the internship placement site is easily accessible by walking, or public transportation.

With the 4 sites located in Moderate Need Study areas, 3 sites are located within communities of color: Boyle Heights, Lincoln Heights, and Sylmar. Youth selected for these sites would still need to meet the income eligibility and barrier requirement to participate in the program. The Griffith Park site would be added to the program to expand the internship placement options and add in parks services positions. Parks services interns would be trained for jobs in the department's golf unit or Griffith Observatory. Youth selected for Griffith Park site would still need to meet the income eligibility and barrier requirement to participate in the program. Additionally, the department would assist with transportation to the site if transportation is challenging for the intern.

3. Identify who the enhancement/expansion of the Existing Program will serve and the program's Participant Recruitment and Completion Plan. Also, identify how your organization will publicize the enhancement/expansion of the Existing Program to engage participants in High Need or Very High Need Study Areas.

(Include the Study Area(s) you anticipate your program participants will come from.)

Upload maps, reports, and/or other documents to support the proposal.

(You may use the Park Investment Map as a resource for the map.)

The City of Los Angeles Department of Recreation and Parks only focuses on low-income communities of color to recruit for the City Pathways for Youth program. For the expansion of the program the target audience for the program will remain unchanged. Eighty to 100% of the interns in the program would continue to meet the low-income or barrier eligibility to participate and would be recruited from vulnerable communities. The study areas selected for recruitment are as follows: 43, 68, 83, 96, 103, 117, 119, 130, 135, 147, 163, 164, 169, and 177. Twenty of the selected sites are located in High Need or Very High Need study areas. Recruitment will primarily take place in these study areas. The four sites that are in Moderate Need Study Areas will also recruit from these areas.

Recruitment for the program happens in 3 phases: local, community, and city. The local phase of recruitment engages the sites to recruit and recommend students to the program. Rec Center directors generally know the youth from the community and consider youth that have aged out of recreation programs. About 25%-40% of the sites will recruit and fill their intern slot during the local phase. The community phase engages community based organizations, schools, churches, and other neighborhood groups to recommend youth and promote the program. During phase 1 and phase 2 of the recruitment approximately 90% of the intern slots are filled. General promotion with the council offices and department social media is used to fill the remaining 10% of slots. The department will clarify that recruitment for the expansion of the program is only intended to recruit youth ages 18-25, not 16-30.

#### **COMMUNITY PARTNERSHIPS**

4. Has your organization established any partnerships?

The City of Los Angeles Department of Recreation and Parks maintains an active roster of partners including schools, youth source centers, community based organizations, churches, service organizations, neighborhood councils, and local clubs that the department regularly contacts for the promotion of department programming. The department also frequently engages its system of community-centered Park Advisory Boards (PABs) to engage in outreach. For the City Pathways for Youth program, the department worked with the Mayor's Office, council offices, local schools, the Economic and Workforce Development Department, the Youth Development Department, and community youth source centers to recruit for the program. The department will continue to engage and re-engage with the aforementioned groups and partners post-grant award.

### COMMUNITY ENGAGEMENT REQUIREMENTS

5. Describe how your organization engaged or will engage the community while developing the enhancement/expansion of the Existing Program to ensure the program will meet the community's needs. 3000 characters

(Examples include scheduling events in the evenings or weekends and providing transportation.)

The City Department of Recreation and Parks developed the City Pathways for Youth program by drawing on best practices from previous workforce programs executed by the department and as partners with other organizations. The department currently has 45 interns in the program and will use the City Pathways model to improve other existing internship programs within the department. As part of the City Pathways for Youth program expansion, the department plans to engage the current interns, parents, park advisory boards, nonprofits, and community partners to learn about the experiences the interns have had so far with the program. The program is designed to be a low-barrier job training program and recruit the interns from vulnerable communities. The audience of the program has needs and barriers that are unique and the department took great care in trying to meet the interns' needs. Some of the steps the department took to ensure interns received support include: 1) Dedicated program to support interns before and during the program; 2) paying interns for training sessions and paying them regularly (every 2 weeks); and 3) connecting interns with youth source centers in the event interns or their family need supportive services.

#### **ATTACHMENT 1**

The current cohort of interns is completing their first 2 months of the program. The department will engage the current class of interns, family members, and other interns that previously have participated in department internship programs to discuss the expansion of the City Pathways for Youth program. Through the discussions, the department aims to learn ways to improve the program so the program can continue to meet the needs of the interns and the communities the program touches.

# 6. Describe how your organization actively sought or will seek to remove barriers to accessing the Existing Program. 3000 characters

The City Pathways for Youth program is designed to be a low barrier program for access to employment. Intentional and targeted recruitment takes place at the recreation center gradually broadening the search for interns. The recruitment is done this way in order to reach the interns from the communities the program intends to serve.

Youth are invited to submit an interest form for the program where they can select their first and second choice for internship location and internship track. Youth can select from 1 of 3 internship tracks: recreation, aquatics, and maintenance (18+). Once the interest form is submitted, youth are invited to apply for the program. Program staff are available to assist youth with completing the form if they have questions on the form. The form is submitted through the City's centralized hiring portal for youth: HireLAyouth.com. The form screens applicants for eligibility for the program. Applicants must live within the City of Los Angeles and be low-income or face a barrier that makes it difficult for finding employment such as previously experiencing homelessness, having a disability, being justice-involved, or being in foster care. Once the application determines eligibility, the applicant is accepted. Participants do not need to submit resumes or participate in an interview which may be deemed difficult requirements for some applicants.

Once a participant is accepted, staff coaches them through the onboarding process. The onboarding process includes Livescan, COVID-19 Vaccination Record Verification, TB screening verification, a photo release form, and completing a W9 for payment for hours completed during the program. All participants are required to Livescan and provide TB due to working with children as part of their internship. Interns are provided with a Livescan form and 5 different locations citywide to complete their Livescan. The different locations offer greater accessibility and appointment availability for completing the Livescans. Livescans are also free of charge for the participants when done at one of the 5 facilities. TB screenings are accepted up to a year old. If a participant cannot receive a TB screening from a primary care provider or they do not have a primary care provider, interns are instructed to receive their screening for the City's Personnel Medical Services Division free of charge. COVID-19 Vaccination Verification is done online during a short 5-10 minute video call where the participant presents their vaccine record and a photo ID. Dedicated staff are available to participants if they have questions or need assistance at any point of the onboarding process.

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A key aspect of the program is to give participants meaningful work experience in their communities. Participants are placed in parks near their place of residence if there are intern slots available. If the park near their place of residence is not a part of the program, the department considers adding worksites or swapping out existing worksites if possible. Providing interns with an easy route to their internship via walking, biking, or public transportation is key.

The efforts listed above are some of the key ways the City Department of Recreation and Parks actively addresses barriers to the program. Dedicated staff is always available to the interns to assist with other barriers they may experience or refer them to other services for support. Moving forward, the department will engage interns in the expansion to identify additional ways the department can support them.

7. Describe how your organization has established (or will establish) or will leverage partnerships with local Community-Based Organizations (CBO's/NGO's), citizen advisory groups, and/or school districts to gain support for the enhancement/expansion of the Existing Program. 3000 characters

The City Department of Recreation and Parks will engage local youth source centers and youth-focused community organizations in the development of the expansion of the program. The department actively worked with local youth source centers and youth-focused community based organizations to recruit and promote the City Pathways Program during June 2022. Interns currently participating in City Pathways were referred to the program by partnership organizations or encouraged the youth to apply. With the current cohort of interns completing their second month, the department will be evaluating the program and the interns' experience thus far. The department will invite youth source centers and youth-focused organizations to learn about the program and discuss the design. The department will also work with youth source centers to hire trainers for the interns to cover topics in professional development and skill building. The current cohort of interns received training on sexual harassment prevention in the workplace, resume and cover letter writing, financial literacy, and sports coaching. All interns in the program also completed mandated reporter training with the State of California. Some of the topics the department would like to include for future cohorts include CPR, interview skills, email etiquette, building a personal brand, and other topics related to building a successful life. Finally, the department will engage with its counterpart, the County Department of Parks and Recreation, to explore opportunities for collaboration for the expansion of the program.

8. Describe how your organization has provided or will provide language access services for the enhancement/expansion of the Existing Program. 3000 characters

(Refer to the Language Access Table, or the Recreation Access Guidelines, Appendix A, for the minimum requirements for each Study Area)

The Department of Recreation and Parks is committed to making department materials accessible to diverse audiences. For the expansion of the program, the department will be engaging with parents and community members to evaluate the program. The study areas that the department will focus on for the expansion are as follows: 43, 68, 83, 96, 103, 117, 119, 130, 135, 147, 163, 164, 169, and 177. Of the 14 study areas, 12 of the study areas are subject to a Tier 1 Spanish language requirement for any community engagement and 2 study areas (83,103) are subject to a Tier 2 Spanish language requirement. All engagement events, recruitment materials, and reports on the program's progress will be made available in English and Spanish. Additionally, community meetings where the program updates will be shared will have interpretation services. However, due to the nature of the internship, all interns must speak English and be comfortable speaking English. Interns regularly interface with the public as part of the internship program, and therefore, English is a requirement to participate. Translated recruitment materials will primarily be used by community members to recruit youth from their community, be aware the program is taking place in their community, and learn more about the program. Additionally, the department will translate all meeting materials for engagement and community roundtable discussions. Two study areas are subject to a Tier 1 (68) and Tier 2 (147) Korean language requirement. The department will make materials accessible and abide by the language requirements when recruiting and engaging these study areas. Finally, the department has several study areas that are subject to Tier 3 language requirements in Armenian (103, 130); Japanese (43); Russian (103); Tagalog (43, 68, 130, 147); and Vietnamese (43). The department will translate materials in these languages upon request when engaging with communities in these study areas.

# **PROGRAM BENEFITS**

9. Describe and summarize the Existing Program. List the program deliverables, outcome-oriented goals, and objectives. Describe the performance measures to track progress towards objectives and a reporting system to present the analysis of the performance measures against the deliverables and tasks. Describe how the enhancement/expansion of the Existing Program will provide education, skills training and/or certification, and placement services. 3000 characters

The City of Los Angeles Department of Recreation and Parks has been providing young people with meaningful work experience for over 30 years. The latest program launched, City Pathways for Youth, provides young people with professional development workshops and job training. Youth ages 16-30 can work up to 750 hours in a 10 month period as paid interns at a local park. The program is designed to be low-barrier access to employment for low-income and vulnerable communities. Interns can select 1 of 3 tracks: recreation, aquatics, and maintenance. Interns must be low-income or face a barrier that makes it difficult for finding employment such as previously experiencing homelessness, having a disability, being justice-involved, or being in foster care.

Each internship track has its own set of training unique to the track. Recreation interns learn to lead camp activities, after school clubs, and sports programs. Maintenance interns learn building maintenance and facility functions including maintaining hardscape, landscape, smart irrigation, and general custodial duties. Aquatics interns learn about general pool facility maintenance, customer service, and pool health and safety regulations. Professional development training is also offered. Topics include sexual harassment prevention in the workplace, resume and cover letter writing, financial literacy, and sports coaching. All interns in the program are also required to complete mandated reporter training with the State of California.

The overarching goals of the program are to: 1) increase youth employment in the City of Los Angeles, 2) contribute to COVID-19 recovery, and 3) develop career pathways. The program meets these goals through intentional recruitment, training and program design. All of the recreation centers selected for the program are located within low-income communities of Los Angeles that have been disproportionately affected by the COVID-19 Pandemic. All of the interns that participate in the program are trained and provided with the skills to be successful in an entry level position in maintenance, aquatics, or recreation with the goal of being hired at their internship site. Recreation staff are supportive of the program because they get an opportunity to train and work with the youth before hiring them; interns get an opportunity to work at their neighborhood park and gain valuable skills; and the department contributes to youth opportunities while supplementing their workforce capacity.

#### ATTACHMENT 1

The funding for the program is for 2 years and runs from Summer 2022 through Summer 2024 with a goal of enrolling a total of 200 interns. There are currently 45 interns enrolled since late July 2022 at 25 sites citywide. Funding for the expansion of the program would increase the number of total interns enrolled from 200 to 275 and add additional internship tracks including park services and coaching. 80% – 100% of the interns in the program would continue to meet the low-income or barrier eligibility to participate and would be recruited from vulnerable communities.

10. Describe your organization's level of capacity and readiness to provide youth and veteran programs. 3000 characters (Examples can include qualified staff, mentorship relationships, etc.)

The City of Los Angeles Department of Recreation and Parks has been providing youth and community programming since 1915 and has been offering youth workforce programs for over 30 years. All full-time recreation staff at the department possess a minimum BA or BS degree, are capable, and well trained to provide programming focused on recreation, sports programming, and workforce development. All department full-time and part-time staff are required to complete mandatory training in the areas of sexual harassment prevention, mandated reporter, risk management, trauma-informed care, active shooter training, and emergency readiness. All training is provided by the department's Emergency Management Division and the Human Resources Training Unit. Trauma-informed care and active shooter training are performed in person and onsite. All other training is offered virtually to comply with COVID-19 safety guidelines. All recreation staff is also CPR certified.

For the City Pathways for Youth program specifically, there is dedicated staff assigned to the program responsible for the onboarding, program design, intern payment, training, and other functions of the program. The program team has delineated and established processes for every step of the intern's journey in the program, from completing timesheets to reporting a COVID-19 case with an intern. The team is currently overseeing a cohort of 45 interns completing the program with an additional 30 being onboarded in the Fall. At this level of interns, the department staff feels prepared and capable to deliver a quality program for the interns. The department is confident to continue the same level of quality for the program during the expansion.

11. Describe the career pathways to be created by the enhancement/expansion of the Existing Program to help participants find employment, earn a steady income, and thrive in careers in the parks and recreation field. 3000 characters

The City Pathways for Youth internship tracks each have its own set of training unique to the track. Recreation interns learn to lead camp activities, after school clubs, and sports programs. Maintenance interns learn building maintenance and facility functions including maintaining hardscape, landscape, smart irrigation, and general custodial duties. Aquatics interns learn about general pool facility maintenance, customer service, and pool health and safety regulations. Professional development training is also offered. Topics include sexual harassment prevention in the workplace, resume and cover letter writing, financial literacy, and sports coaching. All interns in the program are also required to complete mandated reporter training with the State of California.

During the program, interns are prepared and coached to apply for entry level positions in recreation, maintenance, and aquatics. Having received training through the program, hiring managers are much more likely to hire interns that have been trained through the program than to hire from outside the department.

# ORGANIZATION/FINANCIAL HEALTH

12. Describe the fiscal capacity of the organization to carry out the enhancement/expansion of the Existing Program on a reimbursement-only basis and ability to ensure the necessary financial resources are available to complete the enhancement/expansion of the Existing Program. Eligible Applicants and/or the Agency in partnership must include a copy of the latest completed Financial Statement or the most recent Comprehensive Annual Financial Report. 3000 characters

The City of Los Angeles Department of Recreation and Parks's primary source of funding for the annual operating budget is from the City's general fund and through various federal, state and local grants. Many of the grants that the department receives are reimbursement grants and the department has sufficient cash flow to perform the duties and responsibilities outlined in the grant agreement. The department's grants accounting division will manage the fiscal components of the grant. Current funding for the program through a grant with the State of California's Californians for All Youth Job Corps grant is also currently a reimbursement-only grant. The department submits monthly fiscal reports to the State of California detailing grant expenditures and requesting reimbursement. The department is confident to continue the reimbursement grant model for the expansion of the program and will commit to meeting RPOSD's reimbursement requirements.

13. Future funding - address how enhancing/expanding the Existing Program will allow for the program's continuance beyond the grant funding period. 3000 characters

(Provide a description detailing the organization's plan for acquiring future funding if the program is anticipated to continue beyond this three-year grant period)

The City of Los Angeles Department of Recreation and Parks is currently in the first year of the City Pathways for Youth program. Funding for the City Pathways for Youth program is made possible by the State of California's Californians for All Youth Job Corps grant program. The program will run from June 2022 through June 2024 with the goal of enrolling 200 participants. The program's design is the department's model for youth job readiness programs and it is the department's goal to recruit interns to work in the parks system, steadily growing enrollment each year.

With the current funding, the program is expected to run until 2024. Measure A grants would ensure the program runs until 2025 and enrolls 75 additional interns. To extend the program beyond 2025, the department is committed to seek funding opportunities to expand the program's training, breadth, and reach. The department's grants division will continue to research and apply for local, state, and federal funding opportunities to enhance the program. The department will also work with the Los Angeles Parks Foundation to seek partnerships with corporate sponsors and philanthropic foundations. The Los Angeles Parks Foundation raises funds for projects and programs of all sizes throughout our city parks. Signature initiatives include Los Angeles Park Forests, Adopt-A-Park, Friends of the Parks, and Donate-A-Bench programs. Lastly, the department will fortify existing partnerships with the City's Economic and Workforce Development Department to leverage existing city funding.

14. Describe how the funding for the enhancement/expansion of the Existing Program will be tracked, recorded, and kept separate from other funding sources. 3000 characters

The department has extensive experience managing federal, state, and local grants and has the capacity to carry out the project. The department's grants accounting division will manage the fiscal components of the grant. Grants accounting will maintain records of the expenditures and will generate monthly or quarterly reports for submission to RPOSD in compliance with the grant's fiscal reporting requirements. Financial expenditures will be tracked using the department's Cost Accounting Tracking System (CATS). Grant funds will be assigned a unique task number under the City Pathways for Youth program's existing work order to bill expenditures separate from other existing funding sources. The task will include several subtasks to delineate different budget line items. Potential subtasks may include but are not limited to personnel costs (PRC), participant wages (PTW), equipment (EQU), training (TRN) and marketing (MKT).

The financial reports and accounting information will be kept and stored for the duration of the grant and for 5 years thereafter or the length of time RPOSD requires, whichever time frame is longer. Based on the information provided, the City of Los Angeles Department of Recreation and Parks feels confident in satisfactorily completing the fiscal tracking and reporting requirements.

# COMMUNITY OUTREACH AND ENGAGEMENT - COMPLETED

Has community outreach and engagement been conducted for this project? If so, upload supporting documentation.

The City Department of Recreation and Parks plans to phase in community outreach and engagement into the project to inform and improve the City Pathways for Youth program. The planned community outreach for the program will focus on intentionally engaging 3 different audiences for feedback on the workforce program. The 3 key audiences the department plans on engaging are as follows: interns, parents, and local youth source or youth-focused community based organizations. Each of the audiences will lend a different perspective and provide feedback for program improvement.

Current and former interns will be invited to participate in charrettes and share their experience with the program and provide recommendations on how the department can incorporate changes to the program to meet the needs of the participants and improve their experience. All of the participants in the City Pathways for Youth program are low-income youth from diverse backgrounds. Some of the interns have disabilities, have experienced homlessessnes, or are experiencing their first paid work opportunity. The interns recruited for this program have unique needs. This group will be engaged quarterly to ensure the program is enriching. The charrettes will be designed following the Dedicated Participatory Engagement framework (DPE).

The parent group will be engaged to discuss their perspective and experience with the program. Several parents from the current cohort of interns are involved in the program if their child is 16 or 17. This group will be engaged one month after their child begins the program if their child is 16-17. This feedback will be crucial in ensuring the program is meeting the needs of younger participants. Discussions with parents will be designed following the Dedicated Participatory Engagement framework (DPE) and the department will comply with Language Access Requirements for community engagement.

Local youth source or youth-focused community based organizations will be invited to learn about the program and discuss the design. The department actively worked with local youth source or youth-focused community based organizations to recruit and promote the City Pathways Program. Interns currently participating in City Pathways were referred to the program by partnership organizations or encouraged the youth to apply. Discussions with these organizations will be designed following the Dedicated Participatory Engagement framework (DPE).

Regular updates on the program will be provided to the department's Board of Recreation and Parks Commissioners during regularly scheduled meetings. This form of update on the program will serve as an opportunity for the general public to comment on the program during the public comment portion of the meeting. Updates on the program will follow the Concurrent Participatory Engagement framework (CPE).

Periodic posts about the program on the department website, social media channels, and newsletters will promote recruitment for the program and highlights from training workshops. Program outreach will be considered Information Sharing (IS).

# LANGUAGE ACCESS REQUIREMENTS

Our agency/organization has reviewed the language access requirements. Yes/No

Our agency has a TIER 1 Requirement (Language(s) with isolation of 15% or greater) all written materials must be translated; all workshops and meetings must provide interpretation services. Yes/No

Our agency has a TIER 2 Requirement (Language(s) with isolation of 5-14.99%) key written materials must be translated; workshops and meetings must provide interpretation services upon request. Yes/No

Our agency has a TIER 3 Requirement (Language(s) with isolation of 1-4.99%) recommended but not required. Yes/No

RESOLUTION NO.	
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RESOLUTION OF THE (Name of Governing Body of the Agency)
APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS
FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
FOR MEASURE A FUNDING FOR THE (Name of Project or Program)

-----

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the (Agency Name) to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that (Agency Name) must comply with; and

WHEREAS, (Agency Name) will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE (Name of Governing Body of the Agency) HEREBY:

- 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and
- 2. Certifies that (Agency name) understands the assurances and will comply with the assurances in the application form; and
- 3. Appoints the Department of Recreation and Parks General Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

Passed, approved and adopted this	day of, 20	
	ATTEST:	

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

#### **GRANT AGREEMENT**

Grant Number:						
Project Title:						
Grant Award Amount:						
Project Summary:						
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					

#### **RECITALS**

The Grantee listed below ("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:**

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

#### **GRANT AGREEMENT**

#### 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.

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

#### **GRANT AGREEMENT**

#### **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.

#### **BONDING POLICY**

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee's Good Standing.

#### 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.
- 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.

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

#### **GRANT AGREEMENT**

- 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).
- 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.
- 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.

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

#### **GRANT AGREEMENT**

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.

#### 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

- 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.
- 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

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

#### **GRANT AGREEMENT**

awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.

- 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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#### **GRANT AGREEMENT**

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 in negotiated purchases to correct, prior to or at the close of escrow, any defects of title

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#### **GRANT AGREEMENT**

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.

# K. <u>Disbursements</u>

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.

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#### **GRANT AGREEMENT**

- 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

- 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.

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#### **GRANT AGREEMENT**

- 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.
- 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.

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#### **GRANT AGREEMENT**

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.
- 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,

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#### **GRANT AGREEMENT**

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.

- 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

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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.

- 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.
- 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.
- 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

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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. <u>Termination</u>

- 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:
  - 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;

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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.
- 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.

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# 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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# **GRANT AGREEMENT**

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

GRAN <sup>°</sup>	TEE:	
Ву:	Signature of Authorized Representative	
Name	: Print Name	
Title:		
Date:		
		LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:
		By: Director / Administrator
APPROVED AS TO FORM:		Date:
ROD C	ASTRO-SILVA	
ACTIN	G COUNTY COUNSEL	
Ву:		
	Parjack Ghaderi Principal Deputy County Counsel	
Date:		
		Grant No.: