

Los Angeles County  
Regional Park and Open Space District

# PROCEDURAL GUIDE

*for*

The Specified Project,  
The Per Parcel Discretionary,  
& The Excess Funds  
Grant Programs

*Funds from*

The Safe Neighborhood Parks Propositions of 1992 and 1996

JUNE 2009

**Los Angeles County Regional Park and Open Space District  
Procedural Guide for the Specified Project, the Per Parcel Discretionary,  
& the Excess Funds Grant Programs**



Funds from the Safe Neighborhood Parks Propositions of  
1992 [Sections 8(a)(1), 8(a)(2), 8(b)(1), 8(b)(2), and 8(d)] and  
1996 [Sections 3(a)(1), 3(b), 3(c)(1), 3(c)(2), and 24]

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## *Introduction*

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The Procedural Guide is designed to assist with the application for, and the administration of, Grant funds allocated in the Safe Neighborhood Parks Proposition of 1992 under Sections 8(a)(1), 8(a)(2), 8(b)(1), 8(b)(2), and 8(d); and in the Safe Neighborhood Parks Proposition of 1996 under Sections 3(a)(1), 3(b), 3(c)(1), 3(c)(2), and 24. The Propositions were approved by Los Angeles County voters on November 3, 1992, and November 5, 1996, respectively.

Grant funds allocated pursuant to the aforementioned sections of the 1992 and 1996 Propositions are administered through the Specified Project, Per Parcel Discretionary, and Excess Funds Grant Programs. These Grant Programs are discussed in [Chapter I](#).

For the most part, these three Grant Programs share the same set of policies and procedures, and the material discussed in the Procedural Guide generally applies to all three Grant Programs. When there are differences in policy or procedure among the Grant Programs, the Procedural Guide will note the differences and address the Programs separately.

## **Contact Information**

The District assigns a Program Manager to assist in the day-to-day administration of each Grant. Processing will be expedited if the name of the Program Manager assigned to the Grant is included on all correspondence. All inquiries, correspondence, and Grant Applications should be addressed to:

Program Manager (Name)  
Los Angeles County Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, California 90020-1975

Application and reimbursement materials, copies of the Propositions, and additional copies of the Procedural Guide may be obtained by contacting the District, or by accessing the District's web site at <http://openspacedistrict.lacounty.info>.

## *Definitions*

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1. **(Project) Acquisition:** Elements of a Project relating to the acquisition of property and whose costs are reimbursable by Grant funds. For the purposes of the Grant Programs, “acquisition” includes gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.
2. **(Project) Administration:** Non-acquisition and non-development elements of a Project whose costs are reimbursable by Grant funds.
3. **Applicant:** Any agency or organization applying for District Grant funds.
4. **At-risk youth:** Any individual between 14 and 24 years of age who is involved in or is at risk of involvement in any of the following: drug and/or alcohol abuse, adolescent pregnancy, single parenthood, physical and/or emotional abuse, family unemployment, truancy, academic performance below grade level, or failing to complete high school.
5. **Board of Supervisors:** County of Los Angeles Board of Supervisors acting in its capacity as the Board of Directors, the governing body of the District.
6. **City:** Any of the 88 cities within the County of Los Angeles incorporated before January 1, 1993.
7. **County:** County of Los Angeles.
8. **(Project) Development:** Elements of a Project relating to the development, improvement, restoration, and/or rehabilitation of property and whose costs are reimbursable by Grant funds.
9. **District:** Los Angeles County Regional Park and Open Space District.  

The District funds the acquisition, development, improvement, restoration, and rehabilitation of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community and cultural facilities, trails, wildlife habitats, and natural lands.
10. **Grant:** District funding allocated and awarded to eligible Applicants for eligible Projects, pursuant to the 1992 and/or 1996 Propositions and subject to the terms and conditions of the Propositions and of a Project Agreement.
11. **Grantee:** An Applicant, upon execution of a Project Agreement.
12. **Grant-funded property:** Property whose acquisition, development, improvement, rehabilitation, and/or restoration has been funded wholly or in part by the District.
13. **Project:** Acquisition, development, improvement, rehabilitation, and/or restoration of property that is funded by a Grant and whose scope is pursuant to a Project Description approved by the District.

14. **Project Agreement:** Grant Project Agreement executed between the District and any of its Grantees and pursuant to the terms and conditions of which a) the Grantee agrees to complete a Project as described in the Project Description and b) the District agrees to fund the Project up to the total Grant amount indicated on the Project Agreement or on an executed amendment to the Agreement. Grant funds are simultaneously awarded by the District and committed to expenditure by a Grantee upon execution of a Project Agreement.
15. **Project Description:** District-approved scope of a Project, as indicated on the first page of an executed Project Agreement or on an executed amendment to the Project Agreement.
16. **Project Performance Period:** The period during which a Project is or has been projected to take place. Costs incurred during the Project Performance Period are eligible for reimbursement from Grant funds.

The Project Performance Period start date is one of:

  - a) The date of the Board of Supervisors' action that authorizes the commitment of Per Parcel Funds;
  - b) November 3, 1992 (for funds pursuant to the 1992 Proposition), or November 5, 1996 (for funds pursuant to the 1996 Proposition), if the Project is funded through the Specified Project Grant Program; or
  - c) The date of the Board of Supervisors' action that allocates Excess Funds to an Applicant for a Project, if the Project is funded through the Excess Funds Grant Program.

The Project Performance Period end date is either:

  - a) The end date indicated on the first page of a Project Agreement or
  - b) The end date amended into a Project Agreement by mutual agreement between the Grantee and the District.
17. **1992 Proposition:** Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation, Beaches and Wildlife Protection; which Los Angeles County voters approved on November 3, 1992. Grant funds are awarded pursuant to, and are subject to the terms and conditions of, the 1992 and 1996 Propositions.
18. **1996 Proposition:** Los Angeles County Proposition A, Safe Neighborhood Parks; which Los Angeles County voters approved on November 5, 1996. Grant funds are awarded pursuant to, and are subject to the terms and conditions of, the 1992 and 1996 Propositions.
19. **Uncommitted funds:** District funds allocated to an agency or organization pursuant to the 1992 and/or 1996 Propositions that are currently not committed to expenditure through an executed Project Agreement.



# I. GRANT PROGRAMS

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The Procedural Guide applies to three of the District's Grant Programs: the Specified Project Grant Program, the Per Parcel Discretionary Grant Program, and the Excess Funds Grant Program. The following is an overview of these three Grant Programs and a summary of the Grant process.

## I.A. Specified Project Grant Program

The 1992 and 1996 Propositions allocate a total of \$615.25 million to specified Applicants for specified Projects. These funds are administered through the Specified Project Grant Program and are known as Specified Funds. [Appendix B](#) includes a cross-referenced list of eligible Applicants and the Specified funding sections applicable to each.

### I.A.1. Specified Funding Sections (1992 Proposition)

The 1992 Proposition allocates \$354 million of Specified Funds. The following are the funding sections for Specified Funds from the 1992 Proposition.

1. **Section 8(a)(1):** Allocates \$5,000,000 to the County Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of park property owned or operated by the County in accordance with the Conservation and Open Space Element of the County General Plan.
2. **Section 8(a)(2):** Allocates \$127,150,000 to the County Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of real property for parks, recreation, wildlife habitat or natural lands. These funds are allocated in accordance with the schedule indicated in Section 8(a)(2).
3. **Section 8(b)(2):** Allocates \$204,850,000 for Grants to Cities for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, beaches, recreation, wildlife habitat or natural lands. These funds are allocated in accordance with the schedule in Section 8(b)(2).
4. **Section 8(d):** Allocates \$17,000,000 to the California Museum of Science and Industry for land acquisition and improvements within Exposition Park. This includes an amount not less than ten million dollars (\$10,000,000) for the development and restoration of lands for park, recreational and open space use, and for walkways, tree-planting and landscape improvements, in accordance with the Exposition Park Master Plan.

## I.A.2. Specified Funding Sections (1996 Proposition)

The 1996 Proposition allocates \$261.25 million of Specified Funds. The following are the funding sections for Specified Funds from the 1996 Proposition.

1. **Section 3(a)(1):** Allocates \$69,050,000 to the County for the acquisition, development, improvement, restoration or rehabilitation of real property for recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, improvement of Santa Monica Bay, multi-use sports facilities, lakes, fishing and boating facilities, trails, rivers and streams, significant ecological areas, equestrian facilities, and museums and cultural facilities. These funds are allocated in accordance with the schedule in Section 3(a)(1).
2. **Section 3(b):** Allocates \$95,650,000 to various Applicants for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, State parks, trail and river systems, mountain ranges and canyons, significant ecological areas, and museums and cultural facilities. These funds are allocated in accordance with the schedule in Section 3(b).
3. **Section 3(c)(2):** Allocates \$96,550,000 for Grants to Cities for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community or cultural facilities, trails, wildlife habitat or natural lands. These funds are allocated in accordance with the schedule in Section 3(c)(2).

## I.B. Per Parcel Discretionary Grant Program

The Propositions allocate a total of \$110 million to Cities and the County on a per parcel basis. These funds are administered through the Per Parcel Discretionary Grant Program and are known as Per Parcel Funds.

Per Parcel Funds are allocated proportionally to Cities and to the County (for unincorporated areas of the County) based on the number of parcels within each jurisdiction, as determined by the County of Los Angeles Assessor. [Appendix A](#) includes a list of eligible Applicants and the Per Parcel Funds allocated to each.

### I.B.1. Per Parcel Funding Sections

The following are the funding sections for Per Parcel Funds.

1. **Section 8(b)(1)** of the 1992 Proposition: Allocates \$75,000,000 for Grants to Cities and the County for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, beaches, recreation, wildlife habitat or natural lands.
2. **Section 3(c)(1)** of the 1996 Proposition: Allocates \$35,000,000 for Grants to Cities and the County for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community or cultural facilities, trails, wildlife habitat or natural lands.

## I.C. Excess Funds Grant Program

Section 24 of the 1996 Proposition prescribes the manner for calculating the excess of the District's revenues over the District's expenses, and that a portion of this excess be made available for eligible Projects. The funds made available are administered through the Excess Funds Grant Program and are known as Excess Funds.

The Board of Supervisors, at its discretion, allocates Excess Funds to eligible Applicants. Only Applicants that have expended or committed to expenditure all funds allocated to them pursuant to the 1992 and 1996 Propositions are eligible to receive Excess Funds.

Excess Funds are allocated according to one of four categories: Competitive Excess Funds, Specified Excess Funds, Cities Excess Funds, and County Excess Funds.

### I.C.1. Specified Excess Funds

Specified ("Big Five") Excess Funds are allocated to regional open space and recreation Projects of the highest priority, as defined in Section 24(c) of the 1996 Proposition. These funds must be allocated to Projects in one or more of the five areas described below.

1. **Baldwin Hills:** Pursuant to Section 3(b)(2), which allocates funds to the County Department of Parks and Recreation for the acquisition of lands for park, wildlife, natural and open space purposes, and for the development of related recreation facilities and public access in the Baldwin Hills.
2. **Los Angeles River and its tributaries:** Pursuant to Section 3(b)(9), which allocates funds to the Mountains Recreation and Conservation Authority for the acquisition, development, improvement and restoration of lands along the Los Angeles River, Tujunga Wash, Verdugo Wash, Pacoima Wash, Arroyo Seco, and Compton Creek, and other tributaries of the Los Angeles River as may be included by the Board of Supervisors, consistent with the Los Angeles County Los Angeles River Master Plan, for the purposes of providing recreational opportunities and public access, developing trails for walking, hiking, bicycling, and equestrian use, and restoring natural habitat for wildlife, along the entire length of the Los Angeles River and its tributaries (as defined in this paragraph).

3. **Puente Hills Wildlife Corridor:** Pursuant to Section 3(b)(14), which allocates funds to the Wildlife Corridor Conservation Authority for the acquisition, improvement, and/or restoration of park and natural lands in the Puente Hills Wildlife Corridor east of Colima Road.
4. **Santa Monica Mountains and foothill areas:** Section 3(d), which allocates funds to the Santa Monica Mountains Conservancy, pursuant to Division 23 of the Public Resources Code and the provisions of the 1996 Proposition, to acquire sensitive and critical mountain and canyon lands, streams, wildlife lands, trails and scenic areas, and to develop parks, trails, public access, senior facilities and camps for at-risk youth in mountain and canyon areas, including lands and areas in the Santa Monica Mountains and the San Fernando Valley and San Gabriel Valley foothills.
5. **Ballona Creek:** Pursuant to the purposes and conditions specified in Section 3(b)(9).

## I.C.2. Cities Excess Funds & County Excess Funds

Cities Excess Funds and County Excess Funds are allocated to Cities and the County, respectively, for Projects at regional park and recreation facilities, pursuant to Section 24(b) of the 1996 Proposition.

## I.C.3. Competitive Excess Funds

Competitive Excess Funds are allocated equally among each Supervisorial District and are awarded on a competitive basis pursuant to Section 3(a)(2) or Section 3(a)(3) of the 1996 Proposition.

1. **Section 3(a)(2):** Allocates funding for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.
2. **Section 3(a)(3):** Allocates funds for the acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

## I.D. Summary of the Grant Process

The following is a summary of the Grant process. For more information on each of the steps, refer to the appropriate section of the Procedural Guide.

### I.D.1. Application

1. The Applicant submits a completed Grant Application Packet to the District. (*Section II.C*)

2. A Program Manager contacts the Applicant to discuss any questions regarding the Grant process and the Project. If needed, the Program Manager schedules and performs a site inspection.
3. When all Grant Application materials are in order and the Project has been approved, the Project Agreement is executed by the Applicant and the District. (*Section III.A*)

## I.D.2. Administration & Reimbursement

1. The Grantee submits applicable acquisition and/or development documents to the Program Manager for review. (*Section III.C*)
2. If the Project involves development, the Grantee submits its Youth Employment Plan for District approval. Upon approval of the Youth Employment Plan, the Program Manager sends written confirmation to the Grantee. (*Subsection III.B.1*)
3. The Grantee commences work on the Project and submits reimbursement requests and documents, as frequently as every thirty (30) days. The District reimburses the Grantee for eligible development, acquisition, and administration costs incurred during the Project Performance Period. (*Chapter IV*)
4. At any time while a Grant is open, the District may conduct an inspection of the Project site or an audit of Grant-related financial records.

## I.D.3. Closing & Post-completion

1. Upon completion of a development Project, the Program Manager conducts a final project inspection to ensure that the Project has been completed as described in the Project Description.
2. The Grantee submits a completed Closing Packet and request for final payment. When all closing documents are properly completed and signed, the District makes its final payment and closes the Grant. (*Section V.A*)
3. The Grant remains subject to audit for up to five years after the Grant is closed. The Grantee retains all documents related to the Grant for at least five (5) years after the Grant is closed, and at least three (3) years after an audit or the final resolution of an audit dispute. (*Section V.B*)
4. The Grantee maintains and operates the Grant-funded property in perpetuity and does not change its use or ownership without the prior written consent of the District. (*Section V.C*)

# II. GRANT APPLICATION

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## II.A. Eligibility Requirements

### II.A.1. Applicant Eligibility

Each Grant Program has a set of Applicant eligibility requirements:

- **Specified Project Grant Program:** The County of Los Angeles and cities within the County are eligible to apply for Grants under the Specified Project Grant Program. Other eligible Applicants are the California Science Center (formerly the California State Museum of Science and Industry), the Mountains Recreation and Conservation Authority, and the Wildlife Corridor Conservation Authority. With the prior approval of the District, any of these eligible Applicants may assign the right to apply for its uncommitted Specified Project funds to another agency or organization (see [Section II.D](#)).
- **Per Parcel Discretionary Grant Program:** The County of Los Angeles and Cities within the County are eligible to apply for Grants under the Per Parcel Discretionary Grant Program. With the prior approval of the District, any of these eligible Applicants may assign the right to apply for its uncommitted Per Parcel Discretionary funds to another agency or organization (see [Section II.D](#)).
- **Excess Funds Grant Program:** Applicants interested in applying for Excess Funds should contact the District Administrator or the Office of the Board of Supervisors for more information. Note that Applicants with uncommitted Specified or Per Parcel funds may be restricted from applying for Excess Funds Grants.

### II.A.2. Project Eligibility

The Project must be consistent with the minimum standard for a capital expenditure as defined under generally accepted accounting principles. Three conditions must be met to satisfy this standard:

- 1) The Project must be significant in amount;
- 2) The benefits of the Project must last for more than one year; and
- 3) The Project must increase the productive life, capacity, or value of the property or facility.

The minimum amount that an Applicant may request for a Grant is \$15,000. Adjoining jurisdictions are encouraged to combine Projects and to submit joint Grant Applications.

The Grant may fund the acquisition of and/or development at a single site. Alternatively, the Grant may fund similar activities at several locations, such as restroom accessibility improvements at several facilities or renovation of irrigation systems at several parks. In the latter case, the amount expended at each site may be less than \$15,000 as long as the total Grant costs meet or exceed that amount.

Each Grant Program has an additional set of Project eligibility requirements:

- **Specified Project Grant Program:** Projects eligible for Grants under this Grant Program, the amounts allocated for the Projects, and the eligible Applicants are defined in Sections 8(a)(1), 8(a)(2), 8(b)(2), and 8(d) of the 1992 Proposition; and in Sections 3(a)(1), 3(b), and 3(c)(2) of the 1996 Proposition.
- **Per Parcel Discretionary Grant Program:** Projects must be pursuant to Section 8(b)(1) of the 1992 Proposition and/or Section 3(c) of the 1996 Proposition.
- **Excess Funds Grant Program:** Projects must be pursuant to Section 24 of the 1996 Proposition and to the Board of Supervisors' action allocating the funds.

### II.A.3. Ineligible Projects

Ineligible projects include, but are not limited to, the types listed below.

- Projects consisting of operations, maintenance, and/or programming.
- Master plans that contain elements beyond the scope of the Propositions.
- Highway beautification and parking for non-recreational uses.
- Projects located on school properties that are expressly for education purposes.
- Projects that constitute mitigation of damage, not resulting from a Project funded through the 1992 or 1996 Propositions, required to be carried out by State or Federal law.
- Projects that involve private, non-governmental uses or activities that tax-exempt bond proceeds are restricted from funding due to current tax regulations. See [Section III.B.6](#) for more information.

## II.B. Application Deadlines

The Grant Application deadlines described below apply to funds for new Projects as well as funds added to existing Projects. If an Applicant fails, or has failed, to submit a Grant Application for its allocated funds before the applicable application deadline, the Board of Supervisors may reallocate the funds to one or more of the other classes of grants within in the Propositions. Upon such reallocation, the original Applicant will have no further claim to the funds.

- **Specified Project & Per Parcel Discretionary Grant Programs:** Grant Applications for the Per Parcel Discretionary Grant Program should have already been submitted. Applicants interested in applying for funds allocated to them under these Grant Programs should contact their Program Manager for more information.
- **Excess Funds Grant Program:** Applicants allocated Excess Funds by the Board of Supervisors must apply for those funds through the District. If these Applicants do not commit their allocated funds to a Project by entering into a Project Agreement with the District within the same fiscal year that the Excess funds were allocated, the funds will be returned to the Board for reallocation.

## II.C. Application Packet

To apply for Grant funds, the Applicant must submit all applicable items from the Application Packet, as well as any additional documentation requested by the District.

The Applicant may also submit items from the Project Packet at the time of application. All applicable items from this Packet must be submitted before the District will reimburse any development and/or acquisition costs.

The Application Packet consists of one of each of the items listed below. The Project Packet is discussed further in Section III.C.

1. **Grant Application Form:** The original copy must be filed with the District for in order for the Applicant to receive Grant funds, pursuant to Section 4(a) of the 1996 Proposition. A completed Grant Application Form must be signed and dated by an agent authorized in the Applicant's Resolution. (*Exhibit A-1*)

If the Project involves development, the Applicant must provide evidence that it has sufficient land tenure to perform the Project. This may be done by indicating on the Application Form the interest the Applicant holds in the property. Alternatively, the Applicant may submit evidence, such as a grant deed, that the Applicant owns the land; or the Applicant may submit some other evidence of land tenure, such as a long-term lease from the land owner, stating that the Applicant has permission to perform the Project.

2. **Authorizing Resolution:** Demonstrates that the Applicant's governing body has duly considered the Project at a public hearing and has authorized the filing of the Grant Application. The Resolution must identify the Section(s) of the 1992 and/or 1996 Propositions through which the Grant will be funded. (*Exhibit A-2*)
3. **Cost Estimate:** Simple presentation of the estimated cost of the proposed Project. When preparing the Cost Estimate, the Applicant must classify costs as acquisition, development, or administration (see [Section IV.C](#) for more information). Acquisition and/or development costs must make up at least seventy-five percent (75%) of the Grant amount requested. (*Exhibit A-3*)



4. **Project Timetable:** Outline of the proposed time frame in which the Project will be performed. The Project Timetable must chronologically list all activities necessary to complete the Project as well as indicate the start and end dates for each activity. Adequate time for unforeseen delays in the Project should be taken into account when preparing Project Timetables.
5. **Project Vicinity Map:** Indication of the Project's location including its general vicinity. The Map must be detailed enough to allow someone unfamiliar with the area to locate the Project site. A copy of a Thomas Guide page with the Project site marked, for example, would be an acceptable Project Vicinity Map. (*Exhibit A-4*)
6. **Grant Boundary Map:** Inset depiction of the Project's general area that delineates the boundaries of Grant-funded property, inclusive of reasonable public access. (*Exhibit A-5*)
7. **Site Plan** (for Projects involving development): Depiction of the site(s) to be developed and, if known, the specific location of the development activity. The Site Plan must indicate the location of all facilities, other structures, landscaping, and other developments proposed for the Project.
8. **Acquisition Schedule** (for Projects involving acquisition): Description of acquisition proposed for the Project. (*Exhibit A-6*) The Acquisition Schedule must indicate:
  - All parcels to be acquired,
  - The Assessor's Identification Numbers (AINs) of the parcels,
  - The manner through which the parcels will be acquired (for example, negotiated purchase or condemnation),
  - The size of the parcels in acres,
  - The estimated dates of acquisition,
  - The estimated values of the land to be acquired,
  - The estimated values of any improvements on the land to be acquired,
  - Any relocation costs associated with the acquisitions, and
  - The estimated total cost.
9. **Acquisition Map** (for Projects involving acquisition): Map that identifies the exterior boundaries and all applicable Assessor's Identification Numbers (AINs) of the land proposed for acquisition.
10. **Required Comments or Permits** (if applicable): A copy of all required comments or permits from all applicable agencies, including but not limited to:
  - The California State Lands Commission,
  - The United States Army Corps of Engineers, and
  - The California Coastal Commission.

If such comments or permits will be obtained at a later time, the Applicant must indicate in the Project Timetable the anticipated dates by which they will be received.

11. **Leases, Operating Agreements, and Other Contracts:** A copy of all leases, operating agreements, and other contracts that involve any use, operation, and/or maintenance affecting Grant-funded properties.

## II.D. Assignment of the Right to Apply

Any Applicant may assign the right to apply to its allocated funds to another agency or organization. To do this, the governing body of the Applicant must adopt a Resolution authorizing the assignment. The Applicant must then submit a copy of the Resolution to the District, along with written notification of:

- a) The Applicant's desire to make the assignment,
- b) The identity of the recipient of the right to apply,
- c) The amount of funds to be assigned to the recipient, and
- d) Any stipulations regarding the assignment.

The District will submit the proposed assignment of the right to apply to the Board of Supervisors for approval. If the assignment is approved, the recipient of the right to apply must apply for the funds in accordance with the Grant Application procedures described in this Guide in order to receive the funds.

# III. GRANT PROJECT AGREEMENT

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## III.A. Execution of the Project Agreement

Following successful completion of the Grant Application process, the Program Manager will send the Grantee two (2) original copies of the Project Agreement and one (1) copy of an Anticipated Funding Needs Form. These documents must be completed and returned to the District.

### III.A.1. Project Agreement

The two copies of the Project Agreement must be signed and dated by an agent authorized in the Applicant's Resolution. Both copies must then be submitted to the District.

The District will complete the execution of both Project Agreements, whereupon the Applicant becomes a Grantee. The District will send to the Grantee one of the original copies of the executed Project Agreement, which the Grantee should retain for its records.

The Project Agreement contains terms and conditions pursuant to which a) the Grantee agrees to complete a Project as described in the Project Description and b) the District agrees to fund the Project up to the total Grant amount indicated on the Grant Agreement. See [Exhibit G-1](#) for a sample Project Agreement.

Modifications to certain elements of the Project Agreement may be made with the prior written consent of the District. See [Section III.D](#) for more information.

### III.A.2. Anticipated Funding Needs Form

The Applicant must indicate in the Anticipated Funding Needs Form the amount of expenditures it expects to request for reimbursement per quarter. The Form must be completed and submitted to the District at the same time that the authorized Project Agreement is returned to the District. See [Exhibit G-2](#) for a sample Anticipated Funding Needs Form.

Information provided on the Anticipated Funding Needs Form will be used solely to facilitate District's budgeting and financial planning processes. The information will not affect the Applicant's ability to receive Grant reimbursements.

## III.B. Project Agreement Requirements

### III.B.1. Employment of Youth

The Propositions place a special emphasis on employing youth in park improvement Projects, and the District has, accordingly, developed a Youth Employment Policy.

The governing body of the Grantee must adopt a Youth Employment Plan at a duly noticed public meeting for each Grant. Notice for the hearing must include the term “Youth Employment Plan” and identify the Grant(s) addressed by the proposed Plan.

The Youth Employment Plan must, at a minimum, include:

- a) A list of tasks that may be performed by at-risk youth,
- b) An estimate of the amount of Grant funds to be spent on youth employment,
- c) The method by which youth will be recruited and employed, and
- d) A discussion of how the plan relates to the Grantee’s Youth Employment Goal.

The Youth Employment Plan must be submitted before the District will reimburse any development costs. See [Exhibit B-1](#) for a sample Youth Employment Plan.

For more information on the District’s Youth Employment policy, including a discussion of Youth Employment Goals and of the District’s definition of at-risk youth, see [Appendix C](#).

### III.B.2. Community Business Enterprise Program

The Grantee should solicit business with businesses participating in the Los Angeles County Community Business Enterprise (CBE) Program, formerly known as the Minority, Women, Disadvantaged, and Disabled Veteran Owned Business Enterprise (MBE/WBE/DBE/DVBE) Programs.

If work on a Project is performed under contract, the Grantee must submit to the District written descriptions of its efforts to recruit CBE participants. The description must comprise a description of the process used to solicit contractors (see [Exhibit D-1](#)), a list of the firms responding to the solicitation (see [Exhibit D-2](#)), and firm statistical information (see [Exhibit D-3](#)).

The organizations listed below may be able to provide information on businesses participating in the CBE program. The contact information listed for each organization is current as of the time of printing.

County of Los Angeles  
Office of Affirmative Action Compliance  
780 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
(877) 669-2237

County of Los Angeles  
ISD Purchasing & Contract Services  
1100 North Eastern Avenue  
Los Angeles, CA 90063  
(213) 267-2650

City of Los Angeles  
Community Redevelopment Agency  
354 South Spring Street, Suite 800  
Los Angeles, CA 90013  
(213) 977-1600

City of Los Angeles  
Minority Business Opportunity Center  
200 North Spring Street, 13th Floor  
City Hall  
Los Angeles, CA 90012  
(213) 978-0671  
<http://www.lamboc.org>

### III.B.3. Landscaping and Irrigation

If the Project involves landscaping, the Grantee must use drip irrigation systems and drought-resistant or xerophytic trees, plants, lawn, or sod, unless the Grantee can show, to the satisfaction of the District, that it is infeasible to do so. The District requires the Grantee to certify, through a Landscaping Certification Form (see [Exhibit F-5](#)), that it has abided by this policy.

### III.B.4. Lobbyist Ordinance

On April 6, 1993, the Board of Supervisors adopted the County Lobbyist Ordinance (County Code Chapter 2.160), which requires each County lobbyist or County lobbying firm to register with the Executive Office of the Board of Supervisors.

The Ordinance imposes extensive reporting requirements and restrictions on activities of individuals, businesses, and other organizations that are seeking to influence an official action of District staff or the Board of Supervisors. This includes the acceptance or denial of gifts.

Although the Ordinance specifically exempts public employees or officials that are acting in their official capacity, the requirements are fairly broad and may affect the Grantee's dealings and contacts with the District.

The Grantee must agree to abide by the provisions of this Ordinance. Failure to comply with any provision of the County Lobbyist Ordinance, even inadvertently, may be cause for the suspension of both the Project Agreement and the payment of Grant moneys. Therefore, any party intending to apply for funding from the District, or to otherwise influence the use of Grant moneys, should obtain a copy of the Ordinance. Copies may be obtained by contacting the Executive Office of the Board of Supervisors at:

County of Los Angeles  
Executive Office of the Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
(213) 974-1093 or (213) 974-1748

### **III.B.5. Nonprofit Grantee Requirements Policy**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act of the State of California (California Government Code, Sections 12580–12599.7) regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (California State Senate Bill No. 1262, Chapter 919) further increased the requirements of the Charitable Purposes Act. In order to protect itself and its constituents, the District seeks to ensure that all Grantees that receive or raise charitable contributions comply with California law. Accordingly, the District requires affected Grantees to certify, through a Charitable Contributions Certification Form (see [Exhibit B-3](#)), that they abide by these laws regarding charitable contributions. Any Grantee that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to Project Agreement termination, debarment proceedings, or both (County Code Chapter 2.202).

### **III.B.6. Private Activity**

The Grantee must submit for prior District approval any proposed operating agreement, lease, management contract, or similar arrangement with a non-governmental entity that relates to the Project or the Project site. Prior District approval of all non-governmental use, operations, management, or other activity on the site is necessary during, and after, the Project Performance Period. Federal tax regulations restrict private activity on property acquired or improved with tax-exempt bonds during the entire period of debt service on those bonds, generally twenty (20) years from the date of Project approval.

### **III.B.7. Use of Income**

Any income accruing from the intended recreational uses of a Project may be spent at the Grantee's discretion, consistent with the Grantee's normal procedure.

If the Grantee earns any gross income from non-recreational use of a Project (such as rental from agricultural or concession leases), the Grantee must use the funds for recreation development or additional acquisition, operation, or maintenance at the Project site, unless the District approves otherwise.

Gross income that accrues to a Project during and/or as a part of Project development, from sources other than the intended use(s), also must be used for further development of that particular Project.

If the gross income and earned interest are not used for additional acquisition, development, operation, programming, or maintenance of the Project, and the District has not approved another use of such income, then the Grantee must return such income and interest to the District, or the District will reduce the amount of the Grant by the amount of such income and interest.

Gross income includes the fair market value of real property, personal property, and personal services received in exchange for non-recreational activity conducted on the land acquired and/or developed.

### III.B.8. Accounting Requirements

The Grantee must maintain an accounting system that accurately reflects fiscal transactions, with necessary controls and safeguards. This system must provide good audit trails, including original documents such as: receipts; progress payments; invoices; signed and approved time records; and canceled warrants. The system must also provide accounting information so that the total cost of each Project, including other funding sources and in-kind contributions, can be readily determined. Accounting records supporting this information must be retained for at least five (5) years from the date the Grant is closed by written acknowledgement from the District (see [Section V.A](#) for more information on closing Grants) and at least three (3) years from the date of any District audit or final resolution of any disputed audit exception (see [Section V.B](#) for more information on audits).

The Grant may be audited at any time it is open and up to five years after it has been closed. In the event that an audit reveals that expenditures cannot be verified, these expenditures, referred to as audit exceptions, must be refunded to the District, either directly or by the reduction of the amount from other Grants of the Grantee. **Avoid audit exceptions – keep accurate and complete records.**

## III.C. Project Packet

The Project Packet consists of one of each of the items listed below. The Grantee must submit all applicable items from this Packet before the District will reimburse any development and/or acquisition costs.

1. **California Environmental Quality Act (CEQA) Documentation:** The Grantee is required to comply with applicable provisions of the California Environmental Quality Act. The Grantee should consult with its local planning agency for more information on how to complete CEQA.

As evidence of compliance, the Grantee must submit to the District complete CEQA documentation, which must include one of the following:

- a) An Initial Study with either an Environmental Impact Report or a Negative Declaration, which must be submitted with:
  - i) A response from the California State Clearinghouse, if applicable; and
  - ii) A Notice of Determination filed with and stamped by either the Los Angeles County of Los Angeles Registrar-Recorder/County Clerk or the California State Clearinghouse;

Or,

- b) A Notice of Exemption filed with and stamped by either the Los Angeles County Registrar-Recorder/County Clerk or the California State Clearinghouse.

- 2. **Youth Employment Plan** (if applicable): Detailed description of the Grantee’s plan for employing at-risk youth. The governing body of the Grantee must adopt a Youth Employment Plan at a duly noticed public meeting for each Grant. Notice for the hearing must include the term “Youth Employment Plan” and identify the Grant(s) addressed by the proposed Plan. (*Exhibit B-1*)

The Youth Employment Plan must, at a minimum, include:

- a) A list of tasks that may be performed by at-risk youth,
- b) An estimate of the amount of Grant funds to be spent on youth employment,
- c) The method by which youth will be recruited and employed, and
- d) A discussion of how the plan relates to the Grantee’s Youth Employment Goal.

The District must receive and approve the Youth Employment Plan before any development costs will be reimbursed.

For more information on the District’s Youth Employment policy, including a discussion of Youth Employment Goals and of the District’s definition of at-risk youth, see [Appendix C](#).

- 3. **Memorandum of Unrecorded Grant Agreement:** Notice of the obligations imposed by the Propositions and the Project Agreement, which the District will record with the Los Angeles County Registrar-Recorder/County Clerk. (*Exhibit B-2*)

For development Projects, the Memorandum must be submitted to the District before any development costs will be reimbursed. For acquisition Projects, a Special Provision will be included in the Project Agreement requiring that the Grantee complete and submit to the District the Memorandum after escrow closes.

- 4. **Charitable Contributions Certification** (if applicable): Certifies that the Grantee abides by laws regarding charitable contributions. The Certification is required if the Grantee receives or raises charitable contributions. See [Subsection III.B.5](#) for more information. (*Exhibit B-3*)
- 5. **Project Plans and Specifications** (if applicable): Must be approved or adopted by the governing body of the Grantee.



## III.D. Amendments to the Project Agreement

No modifications of the Project as described in the Grant Application or Project Agreement are permitted without the prior written approval of the District. Any proposed modification to the Project Agreement must be requested in writing to the District by the Grantee's authorized representative. The request must include justification for the modification.

Any Grantee wishing to make a change to a Project Agreement should contact its Program Manager.

### III.D.1. Time Extensions

If an extension to the Project Performance Period is needed, the Grantee must, in writing, request the time extension and provide justification for the request. If the District approves the request, the extension will initiate an amendment into the Project Agreement.

### III.D.2. Modifications of the Project Description

The Grantee must request, in writing, any proposed modification of the Project Description and provide justification for the request. The District will review the proposal to determine if Board approval is required for the modification.

If Board approval is not required for the modification, the District will initiate an amendment into the Project Agreement.

If Board approval is required, the governing body of the Grantee must adopt a Resolution authorizing the modification and submit the Resolution to the District. The District will then submit the modification to the Board of Supervisors for approval.

### III.D.3. Committing Funds to Existing Grants

Subject to prior District approval, any Grantee may commit all or a portion of its uncommitted funds to one or more existing Grants. To do this, the governing body of the Grantee must adopt a Resolution authorizing such a commitment of funds. The Grantee must then submit to the District a copy of the Resolution, along with written notification of:

- a) The Grantee's desire to commit the funds to the existing Grant(s);
- b) The amount of the funds to be committed; and
- c) A Revised Cost Estimate, which must include the new estimated Project costs (see [Subsection II.C.2, Item No. 3](#), for more information on Cost Estimates).

Each Grant Program has an additional set of requirements for committing funds to existing Grants:

- **Specified Project Grant Program:** The District must submit all proposed commitments of Specified Funds to the Board of Supervisors for approval.
- **Per Parcel Discretionary Grant Program:** The District may amend a Project Agreement to commit Per Parcel Funds less than \$20,000 to an existing Grant. Otherwise, the District must submit the proposed commitment to the Board of Supervisors for approval.
- **Excess Funds Grant Program:** The Board of Supervisors must approve the commitment of Excess Funds to a Grant before the funds are initially awarded.

# IV. GRANT REIMBURSEMENTS

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## IV.A. Project Performance Period

Payment of Grant funds is made on a reimbursement basis. Eligible costs may be reimbursed only if they are incurred during the Project Performance Period.

The Project Performance Period start date varies between Grant Programs:

- **Specified Project Grant Program:** Eligible costs may be reimbursed only if they are incurred on or after November 3, 1992 (for funds pursuant to the 1992 Proposition), or November 5, 1996 (for funds pursuant to the 1996 Proposition). For Projects in which there is a change in Project Description, eligible costs may be reimbursed only if they are incurred after the date that the Board of Supervisors approves said change in Project Description.
- **Per Parcel Discretionary Grant Program:** Eligible costs may be reimbursed only if they are incurred on or after the date of the Board of Supervisors' action that authorizes the commitment of Per Parcel Funds.
- **Excess Funds Grant Program:** Eligible costs may be reimbursed only if they are incurred on or after the date of the Board of Supervisors' action that allocates the Excess funds.

The Project Performance Period ends on the end date indicated on the first page of the Project Agreement. If an extension to the Project Performance Period is needed, the Grantee must, in writing, request the time extension and provide justification for the request. If the District approves the request, the extension will be amended into the Project Agreement.

The Grantee should allow four (4) to six (6) weeks to receive payment after submitting a request.

## IV.B. Document Retention

All costs charged to the Grant must be supportable by invoices, purchase orders, canceled warrants, and/or other records. These documents do not need to be submitted with Payment Requests, unless specifically requested by the District. However, the Grantee is required to maintain all Grant and Project records for at least five (5) years from the date the Grant is closed, and at least three (3) years from the date of any District audit or the final resolution of any disputed audit exception.

For more information on the District's accounting requirements, see [Subsection III.B.8](#); for more information on District audits, see [Section V.B](#).

## IV.C. Cost Classification

### IV.C.1. Development Costs

Development costs include the costs of all development activities necessary to complete a Project, from site preparation (such as demolition, excavation, and grading) to the completion of a structure or facility. These may include costs of or related to:

- The use, but not the purchase, of construction equipment (see [Subsection IV.D.2](#));
- Supplies and materials purchased, provided they are attributable to the Project;
- Supplies and materials drawn from a central stock, provided they are claimed at a cost no higher than which the recipient paid;
- Purchases of fixtures that function as part of a facility, including but not limited to air-conditioning, lighting equipment, and fire alarms;
- Signs, display boards, and other minor interpretive aids, if they are permanently affixed to the Project site; and
- Services of the Grantee's employees directly engaged in Project development (see [Subsection IV.D.1](#)).

After development has commenced, the Grantee may request reimbursement for up to ninety percent (90%) of the total Grant amount. The Grantee may receive progress payments as frequently as every thirty (30) days during the Project Performance Period.

To request payment for development costs, the Grantee must submit:

- a) All applicable items in the Payment Request Packet (see [Subsection IV.E.1](#));
  - b) All applicable items in the Project Packet (see [Section III.C](#));
  - c) One of the following, if the Project was performed under contract or through purchase order:
    - i) All applicable items in the Contract Packet (see [Subsection IV.E.2](#)), if development was performed under contract; or
    - ii) A copy of the Purchase Order Contract or Agreement, if development was performed through purchase order;
- And,
- d) Any further documentation requested by the District.

### IV.C.2. Acquisition Costs

Acquisition costs are expenditures related to the acquisition of property and may include:

- The purchase price of property, including easements;
- The costs of obtaining appraisals, surveys, and preliminary title reports;

- The buyer's escrow fees;
- Title insurance fees; and
- Relocation costs, if the Project results in the displacement of any person and/or business. The Grantee must comply with the requirements of the California Relocation Assistance Act (Government Code, Section 7260 et seq.) even if relocation costs are not claimed for reimbursement.

All other costs associated with acquisition are classified as administration costs and thereby limited to twenty-five percent (25%) of the total Grant amount (see [Subsection IV.C.3](#)).

For acquisition Projects, the District may release up to one hundred percent (100%) of the Grant amount or one hundred percent (100%) the actual acquisition cost, whichever is less. Grant funds are disbursed only after the property is in escrow, and Payment Requests for acquisition costs must indicate the date funds are to be deposited into the escrow account.

If Grant funds remain in escrow for more than three (3) days, these funds must be invested in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC). All interest accrued on these funds must be paid to the District when escrow closes or when the escrow agreement terminates.

To request payment for acquisition costs, the Grantee must submit:

- a) All applicable items in the Payment Request Packet (see [Subsection IV.E.1](#)),
- b) All applicable items in the Project Packet (see [Section III.C](#)),
- c) All applicable items in the Acquisition Packet (see [Subsection IV.E.3](#)), and
- d) Any additional documentation requested by the District.

### IV.C.3. Administration Costs

Non-acquisition and non-development costs related to a Project are classified as administration costs. These may include the costs of or related to:

- Preliminary elements of the Project (including but not limited to plans and specifications, design and inspection required by the agency carrying out the Project, negotiations, and obtaining permits), if they are directly related to the Project;
- Preparation of environmental documentation;
- Services of the Grantee's employees that devote eighty percent (80%) or more of their time to facility design or project management (see [Subsection IV.D.1](#)); and
- Consultant services, when necessary for the Project. The Grantee must pay consultants according to the Grantee's customary or established method and rate. No consultant fee may be paid to the Grantee's own employees or to any organization under common control of the Grantee or in which any employee of the Grantee has a financial interest.

No more than twenty-five percent (25%) of the Grant may be used for administration costs. This percentage may be increased to thirty percent (30%) if a detailed Cost Estimate of total Project costs, including actual costs incurred and anticipated additional costs, demonstrates to the satisfaction of the District that the higher percentage is justified.

The Grantee may calculate administration costs either through an established overhead rate based on generally accepted accounting principles or a line-item detail of administrative costs.

If an overhead rate is used, the costs of employees that are charged directly to a Grant must not be included in this rate. The District will not allow overhead to be applied to any costs if the Grantee fails to adhere to this guideline.

If a line-item detail is used, it must present an item-by-item list of administrative costs charged to the Grant and must be separated from direct Project costs on the Project Cost Form (see [Subsection IV.E.1, Item No. 2](#)).

To request payment for administration costs, the Grantee must submit:

- a) All applicable items in the Payment Request Packet (see [Subsection IV.E.1](#)) and
- b) Any additional documentation requested by the District.

## IV.C.4. Ineligible Costs

Below is a non-exhaustive list of costs that are not eligible for reimbursement from Grant funds.

- Grant Application costs.
- Costs of furnishings, furniture, and office equipment.
- Ceremonial expenses.
- Expenses for publicity.
- Bonus payments of any kind.
- Charges for contingency reserves or other similar reserves.
- Charges in excess of the lowest qualified bid (when competitive bidding is required of the Grantee), unless the District agrees in advance to the higher cost.
- Charges for deficits or overdrafts.
- Taxes for which the Grantee would not have been liable.
- Charges incurred contrary to the policies and practices of the Grantee.
- Interest expenses.
- Damage judgments arising from acquisition or development, whether determined by judicial process, arbitration, negotiation, or otherwise. This includes any associated attorney's and/or legal fees.
- Costs that have been, or will be, reimbursed or otherwise paid for by other funding sources, including but not limited to other District Grants, non-District grants, and private donations.
- Costs of discounts not taken.
- Travel claimed when no work time was claimed for the same period.

- Mileage when lease or rental costs already include it.
- Contract cost overruns not approved by the District.
- Surcharges payable by the Grantee for a Project in which there is Federal participation.
- Costs associated with the preparation of master plans that contain elements beyond the scope of the Propositions.
- Purchases of non-fixed or portable equipment.
- Purchases of fixed assets with a useful life of less than five (5) years.
- Costs of personnel performing services related to the Project that are already included in the overhead rate.
- Rental charges above normal and customary rates.

## IV.D. Labor and Equipment Costs

### IV.D.1. Labor/Force Costs

Personnel costs must be computed on actual time spent on the Project and must be supported by time and attendance records describing the work performed on the Project. These costs must be computed according to the Grantee's prevailing wage or salary scales and must not exceed the Grantee's established rates for similar positions. Overtime costs may be allowed pursuant to the Grantee's established policy, provided that regular work time was devoted to the same Project.

If personnel costs are charged to the Grant, the Grantee must submit a report that describes the personnel unit performing the work, the work performed by the unit, the date the work was performed, and the total cost amount of the unit's work. This information may be provided through the Labor/Force Account Form (see [Exhibit C-3](#)).

The costs of employees that are charged directly to a Grant must not be included in the overhead rate. The District will not allow overhead to be applied to any costs if the Grantee fails to adhere to this guideline.

### IV.D.2. Equipment Costs

No construction equipment may be purchased with Grant funds. However, the Grantee may be reimbursed for the costs of renting equipment, or for the use of the Grantee's own equipment in accordance with normal accounting procedures. In the latter case, the equipment rental rates published by the California State Department of Transportation may serve as a basis for the use charges of the Grantee's equipment.

If equipment costs are charged to the Grant, the Grantee must submit a report that describes the equipment used; the work performed by the equipment; the date the equipment was used; and the number of hours of use, the rate per hour of use, and the total cost amount of the equipment. This information may be provided through the Equipment Cost Form (see [Exhibit C-4](#)).

If the Grantee's own equipment is used, the report of equipment costs must be signed by the equipment's operator and supervisor.

## IV.E. Reimbursement Documents

To request Grant funds, the Grantee must submit a Payment Request Form and all other applicable items in the Payment Request Packet. These documents must be submitted each time Grant funds are requested.

The Grantee must also submit all applicable items in the Project Packet. Failure to submit items in this Packet may negatively impact the payment of Grant funds.

If costs of development performed under contract are to be reimbursed, the Grantee must further submit all applicable items in the Contract Packet. If costs of development performed through purchase order are to be reimbursed, the Grantee must further submit a copy of the purchase order contract or agreement.

If acquisition costs are to be reimbursed, the Grantee must further submit all applicable items in the Acquisition Packet.

The Payment Request, Contract, and Acquisition Packets are discussed below; the Project Packet is discussed in [Section III.C](#). Note that, in addition to applicable items from these Packets, the Grantee is required to submit any other documentation requested by the District.

### IV.E.1. Payment Request Packet

The Payment Request Packet consists of one of each of the items listed below. The submission of all applicable items from this Packet is required each time Grant funds are requested.

1. **Payment Request Form:** Required for the processing of any payment of Grant funds. The form must be signed by an agent authorized in the Grantee's Resolution. ([Exhibit C-1](#))
2. **Project Cost Form:** Report of expenditures to be charged to the Grant from the Payment Request submitted. ([Exhibit C-2](#))
3. **Labor/Force Cost Description:** Written notice describing which elements of the Project have been completed by the Grantee's own labor. This information may be provided through a Labor/Force Account Cost Form. ([Exhibit C-3](#))



4. **Equipment Cost Description:** Written notice describing which elements of the Project have been completed by the Grantee's own equipment or by equipment rented by the Grantee. This information may be provided through an Equipment Cost Form. (*Exhibit C-4*)

## IV.E.2. Contract Packet

The Contract Packet consists of one of each of the items below. The Grantee must submit all applicable items from this Packet before the District will reimburse costs of development performed under contract.

1. **Solicitation Documents:** Documents, such as Invitations for Bids, used to solicit contractors for Project development. Solicitation documents must include language instructing contractors:
  - a) To pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the California State Department of Industrial Relations,
  - b) To name "Los Angeles County Regional Park and Open Space District" as an additional insured on any and all liability insurance policies applicable to the Project, and
  - c) To mail a copy of the additional insured endorsement to 510 South Vermont Avenue, Room 230, Los Angeles, CA 90020-1975.
2. **Description of Efforts to Recruit CBE Businesses:** Comprises a description of the process used to solicit contractors, a list of the contractors responding to the solicitation, and contractor statistical information. (*Exhibits D-1, D-2, and D-3*)
3. **Contract Award Certification:** Certifies that contract(s) and/or subcontract(s) have been awarded without regard to gender, race, color, creed, or national origin; or have been awarded otherwise. (*Exhibit D-4*)
4. **Additional Insured Endorsement:** Proof that "Los Angeles County Regional Park and Open Space District" has been named as additional insured on any and all liability insurance policies applicable to the Project. The insurance agency must be instructed to mail a copy of the endorsement to 510 South Vermont Avenue, Room 230, Los Angeles, CA 90020-1975.
5. **Contract:** A copy of all development contracts or agreements whose costs are to be reimbursed must be submitted.
6. **Award of Contract:** A copy of an award of contract must be submitted for each contract or agreement whose costs are to be reimbursed.

## IV.E.3. Acquisition Packet

The Acquisition Packet consists of one of each of the items listed below. The Grantee must submit all applicable items from this Packet before the District will disburse funds for acquisition costs.

1. **Preliminary Title Report:** Must describe the property and list any outside interests in the property. The Grantee must also submit a list of title exceptions and the intended dispositions of the exceptions. For some exceptions, such as certain easements, “None” is appropriate to list as an intended disposition.
2. **Appraisal Report:** Written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of the defined value of an adequately described property as of a specific date and supported by the presentation and analysis of relevant market information. The appraisal must meet the following conditions:
  - a) The appraisal must be current. Because of the changing real estate values in Southern California, appraisals more than six (6) months old will not be accepted without prior District approval;
  - b) The appraisal must be a narrative type, unless specifically approved by the District; and
  - c) The appraisal must include sales data and analysis, appropriate maps for the subject property and comparable sales, qualifications of appraiser, a certification page and signature, and a date of value.

In order to satisfy the requirements of Government Code Section 7260, et seq., the Grantee must invite the property owner to accompany the appraiser on the inspection of the property. Additionally, the Grantee must not try to pay less than the appraised value of the property (see [Item No. 5](#)).

3. **Offer or Purchase Agreement:** Affirmation of the Grantee and the property owner’s agreement concerning the acquisition of the property. The Offer or Purchase Agreement must include the terms and conditions of the acquisition and must be signed by the property owner. (*Exhibit E-1*)
4. **Escrow Instructions:** Instructions directing the escrow agency in the specific steps to be completed in order for escrow to be closed. The Escrow Instructions must:
  - a) Indicate the terms and conditions of the acquisition;
  - b) State that, if escrow does not close within three (3) days of the District paying funds into escrow, such funds shall be invested in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC);
  - c) State that all interest accrued on District funds paid into escrow shall be paid to the District when escrow closes or when the escrow agreement terminates; and
  - d) Indicate the Assessor’s Identification Number (AIN) for each parcel to be acquired.
5. **Statement of Just Compensation** (if applicable): Written statement, and summary for the basis, of the amount that the Grantee has established as just compensation for the property to be acquired. This value, which is based on the value determined in the District-approved appraisal (see [Item No. 2](#)), must be disclosed to property owners. (*Exhibit E-2*)

The Grantee must try not to pay less than the appraised value of the property. Although there are exceptions to this, as defined in Government Code Sections 7267.2 (b) and (c) and Section 7277, it is the property owner that makes these exceptions. If, pursuant to these sections, the owner offers the land for sale at a price that is lower than the appraised value, the Grantee may acquire the property at the lower price.

If the owner sells the property for the appraised value, the Grantee must submit to the District a Statement of Just Compensation. If the owner sells the property for less than the appraised value, the Grantee must submit a Statement of Partial Donation (see [Item No. 6](#)).

6. **Statement of Partial Donation** (if applicable): Statement that a partial donation of property has taken place. The Statement is required in situations including, but not limited to, those in which private donations fund a portion of the acquisition and those in which the land acquired is donated. The Statement is also required if property is purchased for less than the appraised value, in which case, the Grantee must also affirm that the property owner has offered the land for sale at a price lower than the appraised value. (*Exhibit E-3*)
7. **Relocation Notification Letter** (if applicable): General written description of the Grantee's relocation program. If the property to be acquired is occupied by any person or business, the Grantee must provide a Relocation Notification Letter to all persons and businesses scheduled to be displaced. The Letter must be provided as soon as feasible, but in no event later than fifteen (15) days after negotiations on the property begin. (*Exhibit E-4*)

At a minimum, the Letter must include:

- a) Information on relocation payments, eligibility conditions for relocation payments, and procedures for obtaining relocation payments;
- b) Information on advisory assistance services available, including referrals to replacement properties, help in filing payment claims, and other assistance necessary to achieve successful relocation;
- c) A statement that ninety (90) days written notice in advance is required before relocation and that no persons to be displaced may be required to move permanently unless replacement housing has been made available; and
- d) Information regarding the occupants' right to appeal.

Eligibility for relocation assistance begins on the date of initiation of negotiations. For further eligibility requirements, refer to Government Code Section 7260, et seq.

8. **Express Authorization to Acquire through Eminent Domain** (for acquisitions through eminent domain): Resolution approved by the governing body of the Grantee that provides evidence of express authorization to acquire through eminent domain. Submission of this document is required if the Grantee acquires property through eminent domain. (*Exhibit E-5*)
9. **Judgment in Condemnation** (for acquisitions through eminent domain): Court document demonstrating that the Grantee has applied for an order of condemnation on property to be acquired. Submission of this document is required if the Grantee acquires property through eminent domain.

10. **Certification of Compliance with Property Acquisition Law:** Certifies that the Grantee will comply with the policies and regulations governing real property acquisitions to the greatest extent practical under State law. (*Exhibit E-6*)
  
11. **Administrative Settlement Summary or Legal Settlement** (if applicable): Itemization of all charges imposed upon the Grantee and the seller in connection with the acquisition.

# V. GRANT CLOSING & LONG-TERM OBLIGATIONS

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## V.A. Grant Closing

While the Grantee may consider a Project completed, the Grant remains open until the District closes the Grant and notifies the Grantee of the closing. The District will close the Grant and disburse final payment after all necessary closing procedures have been performed.

To close the Grant, the Grantee must submit:

- a) All applicable items in the Closing Packet (see [Subsection V.A.2](#)) and
- b) All applicable items in the Payment Request Packet (see [Subsection IV.E.1](#)).

If the Project involved development, the Program Manager will conduct a final Project inspection to ensure that the Project was completed according to the Project Description.

The Grantee should work with the District to close its Grants in a timely manner, ideally, within three (3) months of Project completion.

### V.A.1. Final Payment & Residual Funds

The District will disburse the final payment when all applicable documents have been reviewed and the Grant is ready to be closed. The final payment may include the final ten percent (10%) of the Grant and any other funds remaining in the Grant.

Residual funds are unexpended moneys remaining in a Grant at the time the Grant is closed. Because residual funds are considered uncommitted, they may negatively impact a Grantee's eligibility for Excess Funds.

Residual funds may be committed to new Grants through a new Grant Application process (see [Chapter II](#)). Similarly, residual funds may be committed to one or more existing of the Grantee's existing Grants (see [Subsection III.D.3](#)), or the Grantee may assign the right to apply for the funds to another recipient (see [Section II.D](#)).

## V.A.2. Closing Packet

The Closing Packet consists of one of each of the items listed below. The Grantee must submit all applicable items in the Closing and Payment Request Packets before the District will close the Grant and disburse final payment.

1. **Report of Expenditures Charged to Other Funding Sources:** Report of Project costs charged to other funding sources, including but not limited to the Grantee's own funds, State or Federal funds, and other District Grants. (*Exhibit F-1*)
2. **Change Order Summary** (if applicable): A summary of any and all change orders.
3. **Notice of Completion** (if applicable): Recorded notice that a Project has been completed. The Notice, which is required if development elements of a Project were performed under contract, must be stamped by the Los Angeles County Registrar-Recorder/County Clerk. The requirements for recording and submitting the Notice may be waived if the Grantee demonstrates to the satisfaction of the District that fulfilling said requirements is infeasible or irrelevant. (*Exhibit F-2*)
4. **Project Certification Form:** Certification that all Grant funds were spent on the Project, that the Project is complete, and that final payment for all work done has been made. The Certification must be signed by the Grantee's authorized representative. (*Exhibit F-3*)
5. **Report on Employment of Youth:** Report of the Grantee's youth employment expenditures. The Report must be signed by the Grantee's authorized representative. (*Exhibit F-4*)
6. **Landscaping Certification Form** (for Projects involving development): Certifies how landscaping in the Project was done. The Form must be signed by the Grantee's authorized representative. (*Exhibit F-5*)
7. **Property Conveyance Document** (for Projects involving acquisition): Official document, recorded with and stamped by the Los Angeles County Registrar-Recorder/County Clerk, which demonstrates that the property has been transferred to the Grantee. Property conveyance documents must be submitted for all property acquired in the Project and must consist of:
  - a) A notarized Grant Deed, if property was acquired through negotiated purchase;
  - b) A Final Order of Condemnation, if property was acquired through eminent domain; or
  - c) Another applicable property transfer document, with the prior approval of the District.
8. **Closing Escrow Statement** (for Projects involving acquisition): Written notification from the escrow agency stating that escrow has closed and that interest on escrow funds has been paid to the District.
9. **Policy of Title Insurance or Title Abstract** (for Projects involving acquisition)
10. **Final Relocation Documents** (for Projects involving acquisition, if applicable)

11. **Agreements with Third-party Entities:** The Grantee must submit a copy of any existing (and not previously submitted) or proposed operating agreement, lease, concession agreement, management contract, or similar arrangement with a third-party entity – or any proposed amendment to an existing operating agreement, lease, concession agreement, management contract, or similar arrangement – as it relates to the Project or Project site prior to entering into said agreement, lease, contract or similar arrangement. Each proposed agreement or amendment must be submitted to the District at least two (2) weeks prior to its proposed execution.

## V.B. District Audits

### V.B.1. Grant Compliance Audits

The District may audit the Grant at any time during the Project Performance Period, upon completion of the Project, and up to five (5) years after the Grant is closed. The purpose of the audit is to verify that Project expenditures were appropriate and were properly and accurately documented. Accordingly, the Grantee must maintain all Project records for at least five (5) years from the date the Grant is closed, and at least three (3) years from the date of the District audit or final resolution of any disputed audit exception.

When a Grant is selected for audit, the Grantee will be contacted in advance. The audit may include all books, papers, accounts, documents, and other records of the Grantee as they relate to the Project.

To expedite the audit, the Grantee should have Grant records, including source documents and canceled warrants, readily available. The Grantee also should provide an employee having knowledge of the Grant and of the accounting procedure or system used for the Grant, to assist the District auditor. The Grantee is required to provide a copy of any receipt, paper, record, or other document that the District auditor requests.

Audit exceptions arise with expenditures that the audit cannot verify or that the audit finds to have been paid in violation of the terms of the Project Agreement, the Propositions, and/or District guidelines. If audit exceptions are revealed, the District may, at its discretion, withhold an amount equal to these expenditures from the Grantee's final payment. If the amount of excepted expenditures exceeds remaining Grant funds, or if the District has already released all funds to the Grantee, the Grantee must refund to the District the amount of the excepted expenditures within sixty (60) days of notification.

**Avoid audit exceptions – keep accurate and complete records for all expenditures.**

## V.B.2. Post-completion Inspection Reports

Following Project completion, the District will periodically send Post-completion Inspection Reports to the Grantee. These are self-inspection reports that request information relating to the maintenance and operation of Grant-funded properties. The Reports must be completed and returned to the District in a timely manner, as indicated within the Post-completion Inspection Report package. See [Exhibit G-3](#) for a sample Post-completion Inspection Report.

## V.C. Long-term Obligations

### V.C.1. Maintenance and Operation

Grant-funded property must be maintained and operated in perpetuity. Reasonable public access to Grant-funded property, including the provision of parking and public restrooms, must also be provided in perpetuity, except where that access may interfere with resource protection.

Grant-funded property must be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

Grant-funded property must be open and accessible to the public in perpetuity, without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence, to the extent consistent with the provisions of the 1992 and 1996 Propositions and of the Project Agreement.

Additionally, the Grantee, or any other agency or organization operating the Grant-funded property, is prohibited from discriminating against or providing preferential treatment to any person or organization seeking to use such facility based on the place of residence of such person or the members of such organization. This prohibition extends in perpetuity and includes, but is not limited to, charging fees that differentiate between residents and non-residents or that grant preferential treatment to city residents with regard to reservations or registration.

### V.C.2. Prohibition against Conversions

Grant-funded property must be used only for the purpose delineated in:

- a) The section(s) of the 1992 and/or 1996 Proposition(s) pursuant to which Grant funds were awarded to a Project and/or
- b) The Project Description.

Any change in use, sale, or disposal of Grant-funded property must be approved in advance by the District.



If the use or ownership of Grant-funded property is changed, the District may at its discretion seek a remedy pursuant to the Propositions and Project Agreement.

If the Grantee is contemplating changing, or has already changed, the use or ownership of Grant-funded property, it should contact its Program Manager, who will facilitate the processes required for such a conversion.

## Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
City of Agoura Hills	7,557	0.338014%	\$253,511	7,502	0.333600%	\$116,760
City of Alhambra	18,145	0.811599%	\$608,699	18,265	0.812210%	\$284,274
City of Arcadia	15,563	0.696110%	\$522,083	15,577	0.692679%	\$242,438
City of Artesia	3,955	0.176901%	\$132,676	3,928	0.174671%	\$61,135
City of Avalon	1,639	0.073310%	\$54,983	1,628	0.072394%	\$25,338
City of Azusa	8,823	0.394640%	\$295,980	8,884	0.395054%	\$138,269
City of Baldwin Park	14,472	0.647311%	\$485,483	14,548	0.646922%	\$226,423
City of Bell	4,286	0.191707%	\$143,780	4,276	0.190146%	\$66,551
City of Bellflower	12,765	0.570960%	\$428,220	12,868	0.572215%	\$200,275
City of Bell Gardens	3,999	0.178869%	\$134,152	4,135	0.183876%	\$64,357
City of Beverly Hills	9,637	0.431049%	\$323,287	9,638	0.428583%	\$150,004
City of Bradbury	404	0.018070%	\$13,553	403	0.017921%	\$6,272
City of Burbank	27,462	1.228335%	\$921,251	27,493	1.222561%	\$427,896
City of Calabasas	7,486	0.334838%	\$251,129	7,450	0.331287%	\$115,950
City of Carson	22,785	1.019140%	\$764,355	22,830	1.015206%	\$355,322
City of Cerritos	15,639	0.699510%	\$524,633	15,601	0.693747%	\$242,811

Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
City of Claremont	9,475	0.423803%	\$317,852	9,478	0.421468%	\$147,514
City of Commerce	3,544	0.158518%	\$118,889	3,554	0.158040%	\$55,314
City of Compton	19,716	0.881868%	\$661,401	19,670	0.874687%	\$306,140
City of Covina	12,079	0.540276%	\$405,207	12,196	0.542333%	\$189,817
City of Cudahy	1,664	0.074428%	\$55,821	1,698	0.075507%	\$26,427
City of Culver City	13,251	0.592698%	\$444,524	13,398	0.595783%	\$208,524
City of Diamond Bar	17,722	0.792679%	\$594,509	17,685	0.786418%	\$275,246
City of Downey	22,888	1.023747%	\$767,810	22,850	1.016096%	\$355,634
City of Duarte	5,905	0.264122%	\$198,092	5,799	0.257870%	\$90,255
City of El Monte	17,008	0.760743%	\$570,557	17,101	0.760449%	\$266,157
City of El Segundo	4,767	0.213221%	\$159,916	4,789	0.212958%	\$74,535
City of Gardena	12,896	0.576819%	\$432,614	13,745	0.611214%	\$213,925
City of Glendale	42,281	1.891167%	\$1,418,375	42,620	1.895230%	\$663,331
City of Glendora	15,061	0.673657%	\$505,243	15,251	0.678183%	\$237,364
City of Hawaiian Gardens	2,528	0.113074%	\$84,806	2,507	0.111481%	\$39,018
City of Hawthorne	11,540	0.516167%	\$387,125	11,843	0.526635%	\$184,322
City of Hermosa Beach	6,550	0.292972%	\$219,729	6,572	0.292244%	\$102,285
City of Hidden Hills	699	0.031265%	\$23,449	697	0.030994%	\$10,848

Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
City of Huntington Park	7,353	0.328889%	\$246,667	7,332	0.326040%	\$114,114
City of Industry	1,419	0.063470%	\$47,603	1,423	0.063278%	\$22,147
City of Inglewood	20,424	0.913536%	\$685,152	20,549	0.913775%	\$319,821
City of Irwindale	830	0.037125%	\$27,844	927	0.041222%	\$14,428
City of La Canada Flintridge	7,758	0.347004%	\$260,253	7,637	0.339603%	\$118,861
City of La Habra Heights	2,218	0.099208%	\$74,406	2,192	0.097474%	\$34,116
City of Lakewood	23,635	1.057159%	\$792,869	23,890	1.062342%	\$371,820
City of La Mirada	13,372	0.598110%	\$448,583	13,653	0.607123%	\$212,493
City of Lancaster	42,310	1.892465%	\$1,419,349	43,073	1.915374%	\$670,381
City of La Puente	7,475	0.334346%	\$250,760	7,508	0.333866%	\$116,853
City of La Verne	9,078	0.406046%	\$304,535	9,488	0.421913%	\$147,670
City of Lawndale	5,566	0.248959%	\$186,719	5,719	0.254313%	\$89,010
City of Lomita	5,116	0.228831%	\$171,623	5,114	0.227410%	\$79,594
City of Long Beach	104,410	4.670107%	\$3,502,580	104,356	4.640511%	\$1,624,179
City of Los Angeles	745,449	33.342846%	\$25,007,135	749,138	33.312730%	\$11,659,456
City of Lynwood	10,084	0.451043%	\$338,282	10,125	0.450239%	\$157,584
City of Malibu	6,563	0.293553%	\$220,165	6,651	0.295757%	\$103,515
City of Manhattan Beach	12,580	0.562685%	\$422,014	12,631	0.561676%	\$196,587

Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
City of Maywood	3,393	0.151764%	\$113,823	3,368	0.149768%	\$52,419
City of Monrovia	9,839	0.440084%	\$330,063	9,885	0.439567%	\$153,848
City of Montebello	12,664	0.566442%	\$424,832	12,668	0.563322%	\$197,163
City of Monterey Park	15,326	0.685510%	\$514,133	15,474	0.688099%	\$240,835
City of Norwalk	23,135	1.034795%	\$776,096	23,116	1.027924%	\$359,773
City of Palmdale	36,209	1.619576%	\$1,214,682	38,844	1.727318%	\$604,561
City of Palos Verdes Estates	5,229	0.233886%	\$175,415	5,236	0.232835%	\$81,492
City of Paramount	8,561	0.382921%	\$287,191	8,917	0.396522%	\$138,783
City of Pasadena	35,744	1.598777%	\$1,199,083	36,017	1.601607%	\$560,562
City of Pico Rivera	14,180	0.634251%	\$ 475,688	14,169	0.630068%	\$220,524
City of Pomona	29,889	1.336891%	\$1,002,668	30,802	1.369706%	\$479,397
City of Rancho Palos Verdes	15,402	0.688909%	\$516,682	15,196	0.675737%	\$236,508
City of Redondo Beach	19,255	0.861248%	\$645,936	19,460	0.865349%	\$302,872
City of Rolling Hills	758	0.033904%	\$25,428	760	0.033796%	\$11,829
City of Rolling Hills Estates	3,181	0.142281%	\$106,711	3,152	0.140163%	\$49,057
City of Rosemead	10,513	0.470231%	\$352,673	10,465	0.465358%	\$162,875
City of San Dimas	10,246	0.458289%	\$343,717	10,393	0.462157%	\$161,755
City of San Fernando	5,076	0.227042%	\$170,282	5,040	0.224119%	\$78,442

Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
City of San Gabriel	9,048	0.404704%	\$303,528	9,176	0.408039%	\$142,814
City of San Marino	4,760	0.212908%	\$159,681	4,724	0.210067%	\$73,523
City of Santa Clarita	39,947	1.786771%	\$1,340,078	41,000	1.823191%	\$638,117
City of Santa Fe Springs	5,583	0.249719%	\$187,289	5,596	0.248843%	\$87,095
City of Santa Monica	20,790	0.929906%	\$697,430	22,223	0.988214%	\$345,875
City of Sierra Madre	4,077	0.182358%	\$136,769	4,078	0.181341%	\$63,469
City of Signal Hill	4,165	0.186294%	\$139,721	4,187	0.186188%	\$65,166
City of South El Monte	4,395	0.196582%	\$147,437	4,400	0.195660%	\$68,481
City of South Gate	15,921	0.712123%	\$534,092	15,959	0.709666%	\$248,383
City of South Pasadena	6,822	0.305138%	\$228,854	6,753	0.300293%	\$105,103
City of Temple City	9,724	0.434940%	\$326,205	9,699	0.431296%	\$150,954
City of Torrance	37,979	1.698745%	\$1,274,059	38,326	1.704284%	\$596,499
City of Vernon	1,404	0.062799%	\$47,099	1,440	0.064034%	\$22,412
City of Walnut	8,780	0.392717%	\$294,538	8,714	0.387495%	\$135,623
City of West Covina	24,953	1.116111%	\$837,083	25,274	1.123886%	\$393,360
City of West Hollywood	9,184	0.410787%	\$308,090	9,182	0.408306%	\$142,907
City of Westlake Village	3,401	0.152122%	\$114,092	3,342	0.148612%	\$52,014
City of Whittier	21,933	0.981031%	\$735,773	21,860	0.972072%	\$340,225

Appendix A. Per Parcel Discretionary Grant Allocations

Per Parcel Funds Recipient	1992 Proposition			1996 Proposition		
	No. of parcels	Percent of total parcels	Funding allocation	No. of parcels	Percent of total parcels	Funding allocation
County of Los Angeles	324,412	14.510475%	\$10,882,856	322,024	14.319790%	\$5,011,927
Total	2,235,709	100%	\$75,000,000	2,248,804	100%	\$35,000,000

## Appendix B. Specified Project Grant Funding Sections

Specified Funds Recipient	1992 Proposition Funding Section(s)	1996 Proposition Funding Section(s)
City of Agoura Hills	Section 8(b)(2)(A)	Section 3(c)(2)(A)
City of Alhambra	Section 8(b)(2)(B)	Section 3(c)(2)(B)
City of Arcadia	(None)	Section 3(c)(2)(C)
City of Artesia	(None)	Section 3(c)(2)(D)
City of Avalon	Section 8(b)(2)(C)	Section 3(c)(2)(E)
City of Azusa	Section 8(b)(2)(D)	(None)
City of Baldwin Park	(None)	Section 3(c)(2)(F)
City of Bell	Section 8(b)(2)(E)	(None)
City of Bellflower	(None)	Section 3(c)(2)(G)
City of Bell Gardens	(None)	(None)
City of Beverly Hills	(None)	Section 3(c)(2)(H)
City of Bradbury	(None)	(None)
City of Burbank	Section 8(b)(2)(F)	Section 3(c)(2)(I)
City of Calabasas	Section 8(b)(2)(G)	Section 3(c)(2)(J)
City of Carson	(None)	(None)
City of Cerritos	(None)	(None)
City of Claremont	(None)	Section 3(c)(2)(K)
City of Commerce	(None)	(None)
City of Compton	(None)	(None)
City of Covina	Section 8(b)(2)(H)	Section 3(c)(2)(L)
City of Cudahy	Section 8(b)(2)(I)	Section 3(c)(2)(M)
City of Culver City	(None)	Section 3(c)(2)(N)
City of Diamond Bar	Section 8(b)(2)(J)	(None)
City of Downey	Section 8(b)(2)(K)	Section 3(c)(2)(O)
City of Duarte	Section 8(b)(2)(L)	Section 3(c)(2)(P)
City of El Monte	(None)	Section 3(c)(2)(Q)



Specified Funds Recipient	1992 Proposition Funding Section(s)	1996 Proposition Funding Section(s)
City of El Segundo		
City of Gardena	Section 8(b)(2)(M)	Section 3(c)(2)(R)
City of Glendale	Section 8(b)(2)(N)	Section 3(c)(2)(S)
City of Glendora	Section 8(b)(2)(O)	Section 3(c)(2)(T)
City of Hawaiian Gardens	<i>(None)</i>	Section 3(c)(2)(U)
City of Hawthorne	Section 8(b)(2)(P)	Section 3(c)(2)(V)
City of Hermosa Beach	Section 8(b)(2)(Q)	Section 3(c)(2)(W)
City of Hidden Hills	<i>(None)</i>	<i>(None)</i>
City of Huntington Park	<i>(None)</i>	<i>(None)</i>
City of Industry	<i>(None)</i>	<i>(None)</i>
City of Inglewood	<i>(None)</i>	Section 3(c)(2)(X)
City of Irwindale	<i>(None)</i>	<i>(None)</i>
City of La Canada Flintridge	<i>(None)</i>	<i>(None)</i>
City of La Habra Heights	Section 8(b)(2)(R)	<i>(None)</i>
City of Lakewood	Section 8(b)(2)(S)	Section 3(c)(2)(AA)
City of La Mirada	<i>(None)</i>	Section 3(c)(2)(Y)
City of Lancaster	Section 8(b)(2)(T)	Section 3(c)(2)(BB)
City of La Puente	<i>(None)</i>	Section 3(c)(2)(Z)
City of La Verne	<i>(None)</i>	Section 3(c)(2)(CC)
City of Lawndale	<i>(None)</i>	Section 3(c)(2)(DD)
City of Lomita	<i>(None)</i>	<i>(None)</i>
City of Long Beach	Section 8(b)(2)(U)	Section 3(c)(2)(EE)
City of Los Angeles	Section 8(b)(2)(V)	Sections 3(b)(3), 3(b)(10) & 3(c)(2)(FF)
City of Lynwood	Section 8(b)(2)(W)	Section 3(c)(2)(GG)
City of Malibu	Section 8(b)(2)(X)	Section 3(c)(2)(HH)
City of Manhattan Beach	Section 8(b)(2)(Y)	Section 3(c)(2)(II)
City of Maywood	<i>(None)</i>	<i>(None)</i>

Specified Funds Recipient	1992 Proposition Funding Section(s)	1996 Proposition Funding Section(s)
City of Monrovia	Section 8(b)(2)(Z)	Section 3(c)(2)(JJ)
City of Montebello	Section 8(b)(2)(AA)	Section 3(c)(2)(KK)
City of Monterey Park	<i>(None)</i>	Section 3(c)(2)(LL)
City of Norwalk	<i>(None)</i>	Section 3(c)(2)(MM)
City of Palmdale	<i>(None)</i>	Section 3(c)(2)(NN)
City of Palos Verdes Estates	Section 8(b)(2)(BB)	Section 3(c)(2)(OO)
City of Paramount	<i>(None)</i>	Section 3(c)(2)(PP)
City of Pasadena	Section 8(b)(2)(CC)	Section 3(c)(2)(QQ)
City of Pico Rivera	Section 8(b)(2)(DD)	Section 3(c)(2)(RR)
City of Pomona	Section 8(b)(2)(EE)	<i>(None)</i>
City of Rancho Palos Verdes	Section 8(b)(2)(FF)	Section 3(c)(2)(SS)
City of Redondo Beach	Section 8(b)(2)(GG)	Section 3(c)(2)(TT)
City of Rolling Hills	Section 8(b)(2)(HH)	<i>(None)</i>
City of Rolling Hills Estates	<i>(None)</i>	Section 3(c)(2)(UU)
City of Rosemead	Section 8(b)(2)(II)	Section 3(c)(2)(VV)
City of San Dimas	Section 8(b)(2)(JJ)	Section 3(c)(2)(WW)
City of San Fernando	<i>(None)</i>	Section 3(c)(2)(XX)
City of San Gabriel	Section 8(b)(2)(KK)	Section 3(c)(2)(YY)
City of San Marino	<i>(None)</i>	<i>(None)</i>
City of Santa Clarita	Section 8(b)(2)(LL)	Sections 3(b)(12) & 3(c)(2)(ZZ)
City of Santa Fe Springs	<i>(None)</i>	<i>(None)</i>
City of Santa Monica	Section 8(b)(2)(MM)	Section 3(c)(2)(AAA)
City of Sierra Madre	Section 8(b)(2)(NN)	<i>(None)</i>
City of Signal Hill	<i>(None)</i>	Section 3(c)(2)(BBB)
City of South El Monte	<i>(None)</i>	Section 3(c)(2)(CCC)
City of South Gate	Section 8(b)(2)(OO)	Section 3(c)(2)(DDD)
City of South Pasadena	<i>(None)</i>	<i>(None)</i>

Specified Funds Recipient	1992 Proposition Funding Section(s)	1996 Proposition Funding Section(s)
City of Temple City	<i>(None)</i>	<i>(None)</i>
City of Torrance	Section 8(b)(2)(PP)	Section 3(c)(2)(EEE)
City of Vernon	<i>(None)</i>	<i>(None)</i>
City of Walnut	<i>(None)</i>	Section 3(c)(2)(FFF)
City of West Covina	<i>(None)</i>	<i>(None)</i>
City of West Hollywood	<i>(None)</i>	Section 3(c)(2)(GGG)
City of Westlake Village	<i>(None)</i>	<i>(None)</i>
City of Whittier	Section 8(b)(2)(QQ)	Sections 3(b)(11) & 3(c)(2)(HHH)
County of Los Angeles	Sections 8(a)(1) & 8(a)(2)	Sections 3(a)(1), 3(b)(1), 3(b)(2), 3(b)(4), 3(b)(6), 3(b)(7) & 3(b)(8)
California Science Center	Section 8(d)	Section 3(b)(5)
Mountains Recreation and Conservation Authority	<i>(None)</i>	Section 3(b)(9)
Wildlife Corridor Conservation Authority	<i>(None)</i>	Section 3(b)(14)

## *Appendix C. Youth Employment Policy*

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The 1996 Proposition states: “All funds of the District allocated to Projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration, and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular Project is being carried out.”

### **Youth Employment Goal**

In furtherance of the goal of increasing employment opportunities for at-risk youth, the District has determined that it is necessary and appropriate to adopt a requirement that, as a condition on the receipt of funds under the 1992 and 1996 Propositions, the Grantee must spend on the employment of at-risk youth a minimum amount equal to its Youth Employment Goal (YEG).

The Grantee has the option of using one of the following for its YEG:

- a) An amount equal to ten percent of the Grantee’s total development Project funding allocations from the 1992 and 1996 Propositions or
- b) An amount equal to fifty percent (50%) of the Grantee’s total Maintenance and Servicing funding allocations.

YEG calculations for each of these options are available at the end of Appendix C. Selection of either of the options will not affect how the Grantee’s development or Maintenance and Servicing funds may be used.

During the planning stages of the Project, and prior to the preparation of final solicitation documents, the Grantee should identify the tasks or portions of the Project that may be appropriate for youth workers. The Grantee may meet its Youth Employment Goal by employing youth in any combination of the following:

- a) Development or acquisition Projects funded by the District;
- b) Maintenance at the Project sites in which the maintenance costs are eligible for reimbursement through the District’s Maintenance and Servicing Program;
- c) Maintenance, operation, and programming funded by the Grantee;
- d) New employment of at-risk youth funded by the Grantee, and not funded by State or Federal Grants, in which the youth are employed by the Grantee or by an agency or organization under contract with the Grantee, whether or not the youth are employed at a District-funded Project site.

## Administrative Requirements

By entering into a Project Agreement with the District, the Grantee agrees that any portion of its YEG that is not met in the performance of its Project(s) shall be met by means of eligible expenditures for employment of at-risk youth. Eligible expenditures of Specified or Per Parcel Grant funds, or those of the Maintenance and Servicing funds, incurred prior to and after the adoption of the District's Youth Employment policy, are eligible as credits towards the YEG.

Other expenditures of the Grantee eligible as credits toward meeting the Grantee's YEG are those which pay for new employment of at-risk youth in the maintenance, operation, or programming of facilities or services of the Grantee. To be eligible as credits toward the YEG, expenditures must be documented, to the satisfaction of the District, as furthering the District's goal of increasing employment opportunities for at-risk youth.

The Grantee must give first priority to the employment of at-risk youth at those facilities improved with Grant funds. Credit will be given for expenditures on employment of at-risk youth at a facility improved with Grant funds when such employment is in addition to any employment of at-risk youth at the facility prior to completion of the Project at that facility.

The total amount of funds spent on eligible employment of at-risk youth subtracted from the Grantee's YEG will determine the Grantee's remaining obligation. Each year, the Grantee's remaining obligation will be identified as a percentage of the remaining total of annual Maintenance and Servicing allocations of the Grantee, as estimated by the District. Said percentage will be applied to the Grantee's Maintenance and Servicing allocation for that year to determine the amount of such allocation that will be restricted. This amount will be restricted and may be released by the District only if that amount is to be used in eligible employment of at-risk youth.

If an agency or organization entitled to receive Maintenance and Servicing funds assigns the right to apply for those funds to another recipient, any remaining YEG applicable to the assigning agency or organization would continue to restrict the use of the assigned funds.

## Definition of At-risk Youth

The District has adopted the following definition of at-risk youth, which is applicable to all Grantees:

Any individual is considered to be an at-risk youth for the purposes of the Propositions if he/she is between 14 and 24 years of age and meets the following definition:

Any individual who is involved in or is at risk of involvement in any of the following: drug and/or alcohol abuse, adolescent pregnancy, single parenthood, physical and/or emotional abuse, gang activity, violence and vandalism, poverty, family unemployment, truancy, and/or academic performance below grade level or failing to complete high school.

In the application of this definition, an individual is presumed to be an at-risk youth if he/she is between 14 and 24 years of age and, at the time of hiring, meets at least one additional criterion from the list below.

- Over 18 years of age and not graduated from high school.
- Under 18 years of age and not enrolled in school during an academic year.
- Has a conviction record of any crime reportable for the purposes of employment application.
- Lives in a neighborhood, as indicated by census tract, which has an unemployment rate at least 20% higher than the County of Los Angeles as a whole, based upon the latest statistics available from the United States Census Bureau.
- Lives in a neighborhood, as indicated by census tract, with a median income less than or equal to 80% of the County of Los Angeles median, based upon the latest statistics available from the United States Census Bureau.
- Identified as at-risk youth by, referred for employment by, or employed through any of the following organizations: the California Conservation Corps or any other community conservation corps established before November 1996; the County of Los Angeles Probation Department, Department of Children and Family Services, Department of Community and Senior Services, the Department of Public Social Services, or emancipated foster youth program; any comparable department or program of any State or local-government Grantee; any organization listed in a Grantee's adopted Youth Employment Plan as a source of youth for hiring; or any other organization that has been demonstrated, to the satisfaction of the District, to be a similar organization facilitating the hiring of at-risk youth.
- Identified as at-risk youth for employment by a school district, community college district, or other bona fide educational institution.
- Identified as at-risk youth by, referred for employment by, or employed through a bona fide nonprofit organization whose primary purpose and mission includes fostering or enhancing the employment of at-risk youth in the County of Los Angeles.

In any other circumstance in which the Grantee wishes to claim credit for eligible at-risk youth expenditures, the Grantee has the burden to demonstrate, in writing, to the satisfaction of the District, that the individual employed meets the intent of the applicable definition of at-risk youth or a substantially equivalent definition.

## Youth Employment Plan

The governing body of the Grantee must adopt a Youth Employment Plan at a duly noticed public meeting for each Grant. Notice for the hearing must include the term "Youth Employment Plan" and identify the Grant(s) addressed by the proposed Plan.

The Youth Employment Plan must, at a minimum, include:

- a) A list of tasks that may be performed by at-risk youth,
- b) An estimate of the amount of Grant funds to be spent on youth employment,
- c) The method by which youth will be recruited and employed, and

- d) A discussion of how the plan relates to the Grantee’s Youth Employment Goal.

The Youth Employment Plan must be submitted to and approved by the District before the District will reimburse any development costs. See [Exhibit B-1](#) for a sample Youth Employment Plan.

## Hiring At-risk Youth

Employment of youth means paid employment. To hire youth for Project development, the Grantee may:

- a) Include a youth hiring or job-training element in the solicitation and other contract documents for a Project that will be performed under contract,
- b) Hire youth directly from within the community to assist the Grantee’s own staff in completing a Project, or
- c) Contract with a service organization to supply youths for a particular Project or task.

The Grantee may access the web site of the County of Los Angeles Workforce Investment Board, now combined with Worksource California, at <http://www.worksourcecalifornia.com> for a list of available agencies and organizations that specialize in providing employment and training opportunities for youth participants. These agencies and organizations provide youth with experience in the clerical, landscaping, maintenance, and construction fields.

The following government agencies, community colleges, school districts, and conservation corps also refer youth for employment. The list is not exhaustive and is provided for informational purposes only; the inclusion of any agency or organization in the list is not, and should not be construed as, an endorsement on the part of the District.

### Community Colleges

East Los Angeles College  
 1301 Avenida Cesar Chavez  
 Monterey Park, CA 91754  
 (323) 265-8650

Los Angeles City College  
 855 North Vermont Avenue  
 Los Angeles, CA 90029  
 (323) 953-4000

Los Angeles Mission College  
 13356 Eldridge Avenue  
 Sylmar, CA 91342  
 (818) 364-7600

Los Angeles Trade-Technical College  
 400 West Washington Boulevard  
 Los Angeles, CA 90015  
 (213) 763-7000

Los Angeles Valley College  
 5800 Fulton Avenue  
 Valley Glen, CA 91401  
 (818) 949-2600

Pierce College  
 6201 Winnetka Avenue  
 Woodland Hills, CA 91371  
 (818) 719-6401

West Los Angeles College  
 9000 Overland Avenue  
 Culver City, CA 90230  
 (310) 287-4200

Conservation Corps

California Conservation Corps  
 Los Angeles Satellite  
 4366 South Main Street  
 Los Angeles, CA 90037  
 (213) 744-2254

California Conservation Corps  
 Norwalk Branch  
 11401 South Bloomfield Avenue, Box 9  
 Norwalk, CA 90650  
 (532) 651-5502

California Conservation Corps  
 Pomona Branch  
 3530 West Pomona Boulevard  
 Pomona, CA 91768  
 (909) 594-4206

Conservation Corps of Long Beach  
 340 Nieto Avenue  
 Long Beach, CA 90814  
 (562) 986-1249

Los Angeles Conservation Corps  
 650 West Olympic Boulevard, Suite 450  
 Los Angeles, CA 90015  
 (213) 362-9000

San Gabriel Valley Conservation Corps  
 3017 Tyler Avenue  
 El Monte, CA 91731  
 (626) 444-5337

County of Los Angeles Probation Department

Alhambra Area Office  
 200 West Woodard Avenue  
 Alhambra, CA 91801  
 (626) 308-5542

Antelope Valley Sub Office  
 42011 4th Street West, Suite 1900  
 Lancaster, CA 93534  
 (661) 974-7600

Centinela Area Office  
 1330 West Imperial Highway  
 Los Angeles, CA 90044  
 (323) 418-3106

Crenshaw Area Office  
 3606 West Exposition Boulevard  
 Los Angeles, CA 90016  
 (323) 298-3511

East Los Angeles Area Office & Intensive  
 Gang Supervision Program (I.G.S.P.)  
 4849 Civic Center Way  
 Los Angeles, CA 90022  
 (323) 780-2185

East San Fernando Valley Office  
 14414 Delano Street  
 Van Nuys, CA 91401  
 (818) 374-2000

Firestone Area Office  
 8526 South Grape Street  
 Los Angeles, CA 90001  
 (323) 586-6469

Foothill Area Office  
 300 East Walnut Street, Room 200  
 Pasadena, CA 91101  
 (626) 356-5281



Harbor Area Office  
3221 Torrance Boulevard  
Torrance, CA 90503  
(310) 222-2672

Long Beach Area Office  
415 West Ocean Boulevard  
Long Beach, CA 90802  
(562) 491-5811

Pomona Valley Area Office  
1660 West Mission Boulevard  
Pomona, CA 91766  
(909) 469-4500

Rio Hondo Area Office  
8240 South Broadway  
Whittier, CA 90606  
(562) 908-3119

Riverview Area Office  
12310 Lower Azusa Road  
Arcadia, CA 91006  
(626) 579-8506

San Gabriel Valley Area Office  
11234 East Valley Boulevard, Suite 302  
El Monte, CA 91731  
(626) 575-4059

Santa Monica Area Office  
1725 Main Street  
Santa Monica, CA 90401  
(310) 260-3542

South Central Area Office  
200 West Compton Boulevard, Suite 300  
Compton, CA 90220  
(310) 603-7311

Valencia Sub Office  
23759 Valencia Boulevard  
Valencia, CA 91355  
(661) 253-7271

Van Nuys Area Office  
14540 Haynes Street  
Van Nuys, CA 91411  
(818) 373-8114

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Los Angeles Unified School District

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Local District 1  
6621 Balboa Boulevard  
Lake Balboa, CA 91406  
(818) 654-3600

Local District 2  
5200 Lankershim Boulevard  
North Hollywood, CA 91601  
(818) 755-5300

Local District 3  
3000 South Robertson Boulevard  
Los Angeles, CA 90034  
(310) 253-7100

Local District 4  
4201 Wilshire Boulevard  
Los Angeles, CA 90010  
(323) 932-2266

Local District 5  
2151 North Soto Street  
Los Angeles, CA 90032  
(323) 224-3100

Local District 6  
5800 South Eastern Avenue  
Commerce, CA 90040  
(323) 278-3900

Local District 7  
10616 South Western Avenue  
Los Angeles, CA 90047  
(323) 242-1300

Local District 8  
1208 Magnolia Avenue  
Gardena, CA 90247  
(310) 354-3400

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 Other Agencies and Organizations
 

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County of Los Angeles  
 Sheriff's Department  
 (323) 526-5541

County of Los Angeles  
 Community and Senior Services Workforce  
 Investment Act Youth Programs  
 (213) 738-2198

## Estimated Youth Employment Goal Calculations

The Grantee may choose its Youth Employment Goal to be equal to either ten percent (10%) of the Grantee's total development Project funds or to fifty percent (50%) of the Grantee's Maintenance and Servicing funds. These figures are listed below for the Cities, the County, and the Santa Monica Mountains Conservancy.

Grant Funds Recipient	Youth Employment Goal (Y.E.G.)	
	10% of development Project funds	50% of Maintenance and Servicing funds
City of Agoura Hills	\$309,323.65	\$1,676.00
City of Alhambra	\$753,106.24	\$88,427.40
City of Arcadia	\$642,270.04	\$44,689.70
City of Artesia	\$161,961.85	\$69,381.10
City of Avalon	\$67,123.02	\$291,032.10
City of Azusa	\$366,308.50	\$13,826.90
City of Baldwin Park	\$599,846.25	\$42,642.30
City of Bell	\$176,310.01	\$65,743.00
City of Bellflower	\$530,570.25	\$63,966.90
City of Bell Gardens	\$170,498.78	\$19,850.90
City of Beverly Hills	\$397,391.69	\$40,000.40
City of Bradbury	\$16,618.08	\$627.20
City of Burbank	\$1,133,588.98	\$361,914.70
City of Calabasas	\$307,179.67	\$564,569.40
City of Carson	\$941,329.57	\$111,967.70
City of Cerritos	\$643,259.57	\$24,281.10

Grant Funds Recipient	Youth Employment Goal (Y.E.G.)	
	10% of development Project funds	50% of Maintenance and Servicing funds
City of Claremont	\$390,794.83	\$132,251.40
City of Commerce	\$146,537.19	\$5,531.40
City of Compton	\$811,032.64	\$96,754.10
City of Covina	\$502,863.45	\$223,981.70
City of Cudahy	\$70,013.65	\$351,224.80
City of Culver City	\$552,426.84	\$227,804.70
City of Diamond Bar	\$729,192.63	\$233,975.50
City of Downey	\$942,154.18	\$328,344.40
City of Duarte	\$239,106.10	\$49,025.50
City of El Monte	\$705,105.10	\$149,893.10
City of El Segundo	\$197,458.94	\$7,461.00
City of Gardena	\$566,736.02	\$147,912.50
City of Glendale	\$1,757,309.86	\$695,920.70
City of Glendora	\$628,833.44	\$187,130.00
City of Hawaiian Gardens	\$103,366.76	\$37,382.30
City of Hawthorne	\$488,311.38	\$264,644.80
City of Hermosa Beach	\$270,974.91	\$260,228.50
City of Hidden Hills	\$28,735.31	\$3,429.70
City of Huntington Park	\$302,309.99	\$11,411.40
City of Industry	\$58,673.05	\$2,214.70
City of Inglewood	\$847,276.38	\$272,997.30
City of Irwindale	\$38,222.79	\$4,227.20
City of La Cañada-Flintridge	\$314,891.99	\$11,886.10
City of La Habra Heights	\$90,376.95	\$60,852.20
City of Lakewood	\$985,033.75	\$317,377.70
City of La Mirada	\$562,942.83	\$166,107.60

Grant Funds Recipient	Youth Employment Goal (Y.E.G.)	
	10% of development Project funds	50% of Maintenance and Servicing funds
City of Lancaster	\$1,775,984.96	\$163,972.90
City of La Puente	\$309,566.53	\$81,685.30
City of La Verne	\$391,211.64	\$42,267.00
City of Lawndale	\$235,807.67	\$45,072.90
City of Lomita	\$210,856.55	\$7,959.40
City of Long Beach	\$4,302,806.24	\$1,900,875.90
City of Los Angeles	\$12,188,486.00	\$17,321,659.00
City of Lynwood	\$417,473.13	\$302,086.60
City of Malibu	\$274,234.36	\$210,351.50
City of Manhattan Beach	\$520,800.90	\$308,860.10
City of Maywood	\$138,872.85	\$16,624.20
City of Monrovia	\$407,577.84	\$203,384.80
City of Montebello	\$522,324.18	\$254,199.50
City of Monterey Park	\$638,021.06	\$175,496.80
City of Norwalk	\$953,116.96	\$164,398.20
City of Palmdale	\$1,601,615.03	\$310,456.30
City of Palos Verdes Estates	\$215,891.16	\$17,190.60
City of Paramount	\$367,666.85	\$43,878.30
City of Pasadena	\$1,485,054.56	\$935,861.20
City of Pico Rivera	\$584,217.69	\$122,052.40
City of Pomona	\$1,270,026.99	\$243,022.90
City of Rancho Palos Verdes	\$626,563.52	\$323,319.00
City of Redondo Beach	\$802,378.77	\$267,988.00
City of Rolling Hills	\$31,335.07	\$1,182.90
City of Rolling Hills Estates	\$129,967.09	\$1,953.00
City of Rosemead	\$431,491.45	\$268,819.70

Grant Funds Recipient	Youth Employment Goal (Y.E.G.)	
	10% of development Project funds	50% of Maintenance and Servicing funds
City of San Dimas	\$428,522.86	\$175,547.10
City of San Fernando	\$207,810.01	\$77,844.20
City of San Gabriel	\$378,347.77	\$0.00
City of San Marino	\$194,781.21	\$23,320.40
City of Santa Clarita	\$1,690,516.68	\$568,014.20
City of Santa Fe Springs	\$230,734.08	\$8,709.50
City of Santa Monica	\$916,300.50	\$715,712.50
City of Sierra Madre	\$168,141.90	\$6,371.50
City of Signal Hill	\$172,642.76	\$31,516.60
City of South El Monte	\$181,422.58	\$49,091.80
City of South Gate	\$658,024.53	\$458,247.50
City of South Pasadena	\$278,444.36	\$33,395.70
City of Temple City	\$399,913.49	\$47,715.90
City of Torrance	\$1,580,262.20	\$595,649.90
City of Vernon	\$59,371.72	\$2,241.20
City of Walnut	\$359,294.84	\$58,825.80
City of West Covina	\$1,042,096.57	\$77,849.60
City of West Hollywood	\$378,590.65	\$155,099.70
City of Westlake Village	\$137,796.36	\$5,201.40
City of Whittier	\$901,331.63	\$384,022.40
County of Los Angeles	\$15,739,507.43	\$41,700,478.20
Santa Monica Mountains Conservancy	\$14,729,639.05	\$1,051,201.10
Total	\$91,214,209.29	\$76,015,241.70

*Index*

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# EXHIBITS

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## Exhibit Set A: Application Documents

- A-1: Grant Application Form
- A-2: Resolution Approving the Application for Grant Funds (Authorizing Resolution)
- A-3: Cost Estimate
- A-4: Project Vicinity Map
- A-5: Grant Boundary Map
- A-6: Acquisition Schedule

## Exhibit Set B: Project Documents

- B-1: Youth Employment Plan
- B-2: Memorandum of Unrecorded Grant Agreement
- B-3: Charitable Contributions Certification

## Exhibit Set C: Payment Request Documents

- C-1: Payment Request Form
- C-2: Project Cost Form
- C-3: Labor/Force Account Cost Form
- C-4: Equipment Cost Form

## Exhibit Set D: Contract Documents

- D-1: Description of Process Used to Solicit Contractors
- D-2: List of Proposers/Bidders Responding to Solicitation (Bid Results)
- D-3: Proposer/Bidder Statistical Information
- D-4: Contract Award Certification

## Exhibit Set E: Acquisition Documents

- E-1: Offer for the Purchase of Real Property
- E-2: Statement of Just Compensation
- E-3: Statement of Partial Donation
- E-4: Relocation Notification
- E-5: Resolution Determining the Necessity for Acquisition by Eminent Domain
- E-6: Certification of Compliance with Property Acquisition Law

## Exhibit Set F: Closing Documents

- F-1: Report of Expenditures Charged to Other Funding Sources
- F-2: Notice of Completion
- F-3: Project Certification Form
- F-4: Report on Employment of Youth
- F-5: Landscaping Certification Form

## Exhibit Set G: Miscellaneous Documents

- G-1: Project Agreement
- G-2: Anticipated Funding Needs Form
- G-3: Post-completion Inspection Report



Los Angeles County Regional Park and Open Space District

**GRANT APPLICATION FORM**

*This form and required attachments must be submitted for each Project.*

Project Name:	<b>For District Use Only</b> Grant Number: _____ - _____ - _____ Program Manager: _____
Project Applicant: <i>(Print name and mailing address of agency or organization.)</i>	Proposition Section(s): _____ Grant Amount Requested: _____ Total Project Cost: _____ Source(s) of Other Funds: _____ _____ _____ Project Address: _____ _____

Grant Applicant's representative authorized in Resolution:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*Name Title Phone*

Person with day-to-day responsibility for Project (if different from authorized representative):

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*Name Title Phone*

Brief Description of Project:

Project Performance Period End Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

For **Development** Projects – Land Tenure:

Project is \_\_\_\_\_ acres.

- \_\_\_\_\_ Acres owned by Applicant (fee simple)
- \_\_\_\_\_ Acres available under a \_\_\_\_\_-year lease
- \_\_\_\_\_ Acres – Other: *(Please explain below)*

For **Acquisition** Projects:

Project is \_\_\_\_\_ acres.

- \_\_\_\_\_ Acres in fee simple by Applicant
- \_\_\_\_\_ Acres acquired in other than fee simple  
*(Please explain below)*

I certify that the information contained in this Grant Applicant Form, including the required attachments, is accurate and that I have read and understand the important information and assurances on the reverse side of this form.

\_\_\_\_\_ / \_\_\_\_\_  
*Signature of Applicant's representative as shown in the Resolution Date*

## INSTRUCTIONS FOR COMPLETING APPLICATION FORM

### **IMPORTANT**

All District requirements must be met and an agreement signed before any funds will be disbursed. An audit may be performed before, or after, the District releases final payment. An Application for grant funds consists of one copy of each of the following:

1. Grant Application Form.
2. Evidence of adequate land tenure (e.g., deed, lease, joint powers agreement, or certification by agency or organization).
3. Authorizing Resolution from governing body (for agencies and organizations other than the County).
4. Cost Estimate, which must include an indication of the amount, type, and source of funds above grant amount provided to Applicant.
5. Project Timetable.
6. Project Vicinity Map.
7. Grant Boundary Map.
8. Site Plan (development projects).
9. Acquisition schedule (acquisition projects).
10. Acquisition map showing exterior boundaries and parcel numbers (acquisition projects).
11. Permits or comments from the following (if applicable): California State Lands Commission, United States Army Corps of Engineers, California Coastal Commission.
12. All leases, operating agreements, and other contracts affecting Project lands or the operation and maintenance thereof, including operating agencies and non-governmental agencies.

### **ASSURANCES**

**Applicant** possesses legal authority to apply for the grant, and to finance, acquire, and construct the proposed Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of Applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

**Applicant** will maintain and operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. With the approval of the District, Applicant, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.

**Applicant** will use the property only for the purposes of the Propositions and will make no other use, sale, or other disposition of the property except as authorized by specific act of the Board of Supervisors as governing body of the District.

**Applicant** will give the District's authorized representatives access to, and the right to examine, all records, books, papers, and documents related to the grant.

**Applicant** will cause work on the Project to be commenced within a reasonable time after receipt of notification from the District that funds have been approved and will prosecute the Project to completion with reasonable diligence.

**Funds** allocated to the Applicant that are used for landscaping, planting trees, or any other planting projects shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, law, or sod, except when applicant can show, to the District's satisfaction, that such use is infeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems.

**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 purposes of this grant program, Applicant covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended.

**All grant funds** allocated for projects involving the rehabilitation of beach, park, recreation, and open space of natural lands shall be used, to the maximum extent feasible, to employ youth from the community in which the particular rehabilitation or restoration Project is being carried out.

**To the maximum** extent feasible, Applicant is encouraged to enter into, and has authority to use funds received through this grant for, agreements with community conservation corps, the California Conservation Corps, and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth in this application.

**Applicant** will provide reasonable public access to lands acquired in fee with funds made available through this grant, except where that access may interfere with resource protection. Reasonable public access includes parking and public restrooms.

**No wetlands** or riparian habitat acquired pursuant to the Propositions shall be used as a dredge spoil area or shall be subject to revetment that damages the quality of the habitat for which the property was acquired.

**Applicant** will comply, where applicable, with provisions of the California Environmental Quality Act and the California Relocation Assistance Act, and all other federal, state, and local laws, rules, and regulations.

Resolution No.: \_\_\_\_\_

**RESOLUTION OF THE *(Governing Body)* OF THE *(Agency Name)* APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT *(Specified Project, Per Parcel Discretionary, and/or Excess Funds)* GRANT PROGRAM FOR *(Name of Project)***

**WHEREAS**, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996, enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection (the Propositions), which, among other uses, provides funds to public agencies and nonprofit organizations in the County for the purposes of acquiring and/or developing facilities and open space for public recreation; and

**WHEREAS**, the Propositions also created 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 procedures governing applications for grant funds under the Propositions; and

**WHEREAS**, the District's procedures require the Applicant to certify, by resolution, the approval of the application(s) before submission of said application(s) to the District; and

**WHEREAS**, the application form contains assurances that the Applicant must comply with; and

**WHEREAS**, the Applicant certifies, through this resolution, that the application is approved for submission to the District; and

**WHEREAS**, the Applicant will enter into a Project Agreement with the District for the performance of the Project as described in the application;

**NOW THEREFORE, BE IT RESOLVED THAT THE *(Governing Body)* HEREBY:**

1. Approves the filing of an application with the Los Angeles County Regional District for funds allocation under Section(s) (List each section) of the Proposition for the above named Project; and
2. Certifies that said Applicant understands the assurances and certifications in the application form; and
3. Certifies that said Applicant understands its obligation to operate and maintain the property(s) in perpetuity; and

4. Certifies that said Applicant will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and
5. Authorizes the (Title of Person), or designee, as agent of (Agency Name) 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 the Project as described in the application.

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

I, the undersigned, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted by the (*Governing Body of the Agency*) with the following roll call vote:

Ayes:

Noes:

Absent:

---

CLERK

**COST ESTIMATE****Acquisition and Development Costs**

<u>Project Element</u>	<u>Grant Request</u>	<u>Other Sources</u>	<u>Total Amount</u>
Acquisition	\$ 0	\$ 500,000	\$ 500,000
Construction	\$ 100,000	\$ 0	\$ 100,000
Labor (Youth Employment)	\$ 10,232	\$ 0	\$ 10,232
Total Acquisition and Development Costs <i>(Minimum: 75% of Grant Request)</i>	\$ 110,232	\$ 500,000	\$ 610,232

**Administration Costs**

<u>Project Element</u>	<u>Grant Request</u>	<u>Other Sources</u>	<u>Total Amount</u>
Plans and Design	\$ 0	\$ 40,000	\$ 40,000
Permits and Fees	\$ 10,000	\$ 0	\$ 10,000
Project Management	\$ 10,000	\$ 15,000	\$ 25,000
Total Administration Costs <i>(Minimum: 25% of Grant Request)</i>	\$ 20,000	\$ 55,000	\$ 75,000

**Total Project Costs**

<u>Cost</u>	<u>Amount</u>
Acquisition / Development	\$ 610,232
Administration	\$ 75,000
Total Project Costs	\$ 685,232

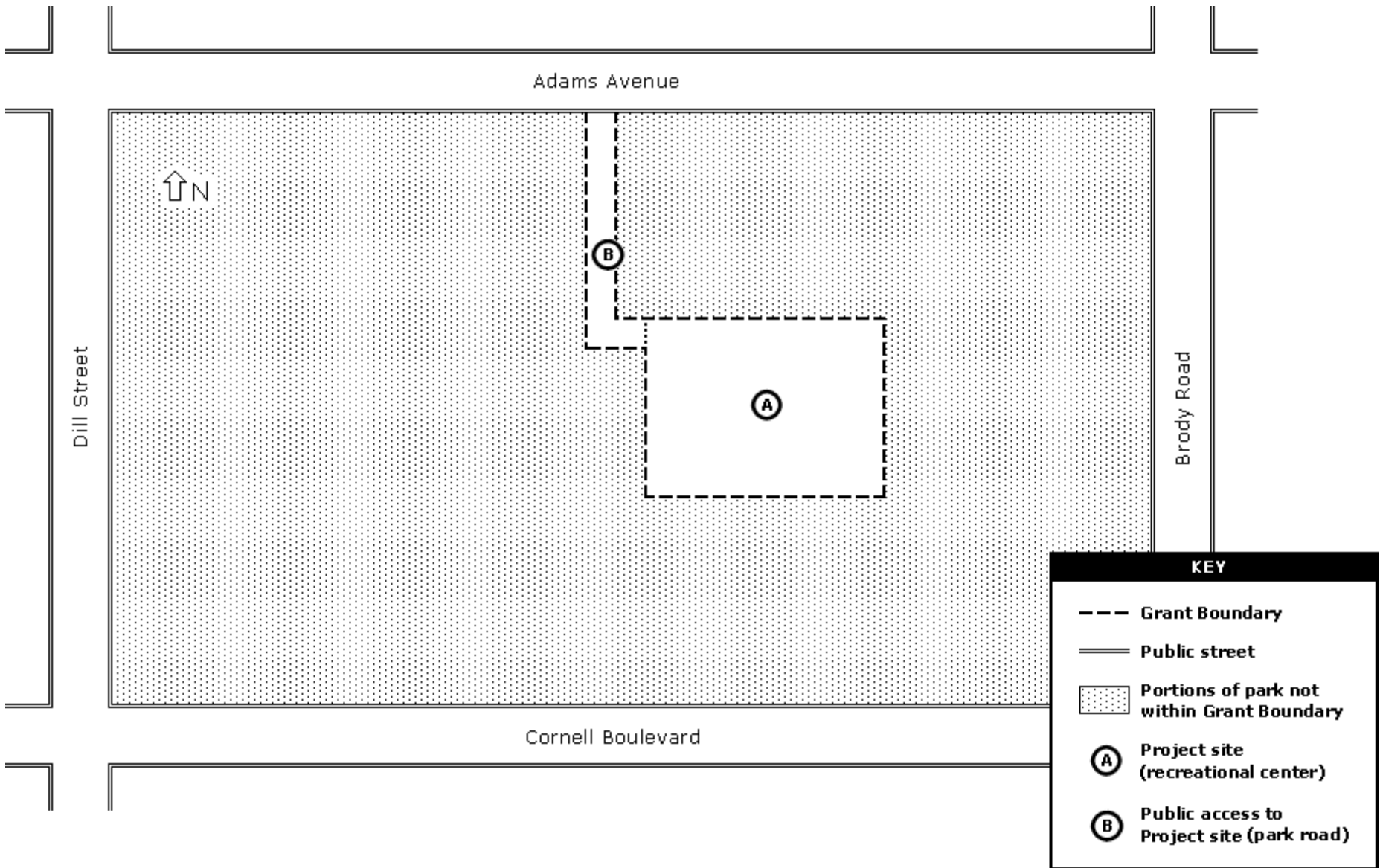
**Funding Sources Summary**

<u>Source</u>	<u>Amount</u>
Grant Request	\$ 610,232
Other Grants	\$ 255,000
General Funds	\$ 300,000
Total Project Costs	\$ 685,232

# PROJECT VICINITY MAP



# GRANT BOUNDARY MAP



### ACQUISITION SCHEDULE

*Fill out each line completely for each parcel to be acquired.*

Assessor's Identification No.	Condemnation or Negotiated	Parcel Acreage	Est. Date of Acq.	Est. Value of Land	Est. Value of Improvements	Relocation Costs	Total Est. Costs
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$
-	-			\$	\$	\$	\$

Anticipated costs of relocation program: \$ \_\_\_\_\_

Total acres to be acquired: \_\_\_\_\_

Total costs: \$ \_\_\_\_\_



CITY OF EAST PODUNK  
Official Letterhead

August 26, 2008

Jane Q. Programmanager  
Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, CA 90020-1975

Dear Ms. Programmanager:

**ASTRO PARK IMPROVEMENTS PROJECT  
YOUTH EMPLOYMENT PLAN**

Enclosed is the Youth Employment Plan for the City of East Podunk's Astro Park Improvements Project. Also enclosed is a copy of the public notice posted August 4, 2008, for the City Council meeting of August 8, 2008, which identifies that approval of our Youth Employment Plan for Astro Park Improvements would be considered at that meeting. Finally, we have enclosed a copy of the minutes of that meeting, certified by the City Clerk, showing that the Plan was approved.

We look forward to your acknowledgment that the District's Youth Employment Plan requirement has been met for this Grant. Bids are due in five weeks, and we expect to begin on-site construction shortly thereafter.

Sincerely,

Arthur Baxter  
Program Director

AB:cd

Enclosures

**YOUTH EMPLOYMENT PLAN**  
City of East Podunk  
Astro Park Improvements Project

**BACKGROUND**

The Safe Neighborhood Parks Proposition of 1996 provided \$400,000 to the City for improvements to Astro Park. On July 3, 2006, the City Council authorized expenditure of \$37,500 for the design of Astro Park improvements, including the addition of a new room to the existing community building, picnic area expansion, and extension of paved walkways. Plans and specifications have been prepared to allow separate contracts for elements of the improvements that may feasibly be performed by at-risk youth from the community in which the Project is located.

**TASKS THAT MAY BE PERFORMED BY AT-RISK YOUTH**

1. Removal of landscaping and irrigation for community building addition (60 hours).
2. Removal of irrigation for expanded picnic area and walkway extension (75 hours).
3. Excavation, setting forms, and laying base material for walkway extensions (200 hours).
4. Planting of shrubs and annuals adjacent to the community building expansion (40 hours).

**ESTIMATED COST OF YOUTH EMPLOYMENT**

Total estimated hours of youth employment:	375 hours
Cost per hour:	× <u>\$ 8.00 per hour</u>
Total estimated cost of youth employment:	\$ 2,156.25

**METHOD OF YOUTH EMPLOYMENT**

The East Podunk Youth Training Center, under a contract with the City, will provide local youth in conformance with the Los Angeles County Regional Park and Open Space District's (District) definition of "at-risk youth."

**YOUTH EMPLOYMENT GOAL**

Under the provisions of the District's policy on employment of at-risk youth, the Youth Employment Goal (YEG) of the City of East Podunk is \$61,850, equal to ten percent the City's total development Project funding from Propositions A of 1992 and 1996.

Because the Astro Park Improvements Project is the City’s first Project to involve employment of youth, no progress has been made in meeting the City’s YEG. The current plan to meet the YEG is as follows:

Astro Park Improvements .....	\$	2,156.25	(Prop A funds)
De Castro Park Improvements .....	\$	6,000.00	(Prop A funds)
Reimbursable maintenance and servicing on Prop-A funded improvements at Astro, Bistro, and De Castro Parks (\$1,500 / year × 22 years) .....	\$	33,000.00	(Prop A funds)
Other new youth employment (various parks, Police Cadet Program, etc.) .....	\$	20,693.75	(City funds)
<b>Total Youth Employment .....</b>	<b>\$</b>	<b>61,850.00</b>	

(Posted August 4, 2008)

AGENDA  
EAST PODUNK COUNCIL  
REGULAR MEETING – AUGUST 8, 2008  
9:30 a.m., Council Chambers

1. PLEDGE TO THE FLAG
2. INVOCATION
3. APPROVAL OF MINUTES OF AUGUST 7, 2008
4. APPROVAL OF THE YOUTH EMPLOYMENT PLAN FOR ASTRO PARK IMPROVEMENTS PROJECT
5. ADOPTION OF PLANS AND SPECIFICATIONS FOR ASTRO PARK IMPROVEMENTS PROJECT  
AND AUTHORIZATION TO ADVERTIZE FOR CONSTRUCTION CONTRACTOR BIDS
6. OTHER BUSINESS
7. ADJOURNMENT

MINUTES

CITY COUNCIL OF THE CITY OF EAST PODUNK  
REGULAR MEETING – AUGUST 8, 2008

The City Council of the City of East Podunk met in a regular meeting at Council Chambers and Mayor Fuentes called the meeting to order at 9:35 a.m.

PLEDGE TO THE FLAG	Mayor Fuentes
INVOCATION	Rev. Green
APPROVAL OF MINUTES	Moved by Huang, seconded by Ipstein etc.
APPROVED, ADOPTED, AND ADVERTISED	Plans and specifications for Astro Park Improvements Project and construction contract bids.
HELD	Moved by Huang, seconded by Ipstein etc.
ADJOURNMENT	Moved by Huang, seconded by Ipstein etc.

---

Mayor, Edgar Fuentes

ATTEST:

---

City Clerk, Joanna Khouri

RECORDING REQUESTED BY:  
**COUNTY OF LOS ANGELES**

MAIL TO:  
Los Angeles County  
Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, CA 90020  
Attention: Administration Section

(Space above this line for Recorder's use.)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

DO NOT MAIL TAX STATEMENTS TO THE ADDRESS ABOVE

**MEMORANDUM OF UNRECORDED GRANT PROJECT AGREEMENT**

Assessor's Identification No.: \_\_\_\_\_

This Memorandum of Unrecorded Grant Project Agreement (Memorandum), dated as of \_\_\_\_\_, 20\_\_\_\_, is recorded to provide notice of an agreement between the Los Angeles County Regional Park and Open Space District ("District") and \_\_\_\_\_ ("Grantee").

**RECITALS**

- On or about \_\_\_\_\_, \_\_\_\_\_, District and Grantee entered into a certain Grant Project Agreement, Grant No. \_\_\_\_\_ ("Agreement"), pursuant to which District granted to Grantee certain funds for the acquisition of or development of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- Under the terms of the Agreement, District imposed certain obligations with respect to the Real Property.
- Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain District-imposed obligations under the Agreement.

**NOTICE**

- The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the prior written approval of the Los Angeles County Regional Park and Open Space District or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.
- For additional terms and conditions of the Agreement, reference should be made to the Agreement, which is on file with the Regional Park and Open Space District, 510 South Vermont Avenue, Room 230, Los Angeles, CA 90020.

**GRANTEE:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Name of Nonprofit Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts (C.T.) Number (if applicable)

The Nonprofit Integrity Act (California Senate Bill No. 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your nonprofit organization:

- The nonprofit organization has examined its activities and determined that it does not now exercise or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If the nonprofit organization engages in activities subjecting it to those laws during the term of Project Agreement executed with the Los Angeles County Regional Park and Open Space District, the nonprofit organization must comply with said laws and provide the District with a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.
  
- The nonprofit organization is registered with the California Registry of Charitable Trusts under the C.T. Number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of the most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300–301; and Government Code, sections 12585–12586.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative





## INSTRUCTIONS

The Grantee may request payment once every thirty days. If the Grantee has received more than one Grant from the District, then one Payment Request Form must be submitted for each Grant. **Do not combine multiple Grant requests into a single Payment Request Form.**

All applicable attachments in the Payment Request Packet, and all other applicable Packets, must also be submitted for the Payment Request to be processed. See [Section IV.C](#) of the Procedural Guide for more information.

The following instructions are keyed to corresponding items on the Payment Request Form:

1. Project Name: Name of the Project for which the payment is requested.
2. Agency Information: Name and mailing address of the Grantee.
3. Grant Number: The number that the District has assigned to the Grant.
4. Payment Request Number: For each Grant Number, sequentially number each payment request. For example, the first Payment request submitted for a Grant is Payment Request No. 1; the second, No. 2; the third, No. 3; and so forth.
5. Type of Payment: Check the appropriate box. If a final payment is being requested, attach the additional items listed in the Closing Document Schedule.
6. Payment Information: Enter the information for each sub item listed below. Do not round amounts to the nearest dollar.
  - A. Grant Amount: Amount of funds authorized to a Grant pursuant to the Project Agreement.
  - B. Funds received to date: Total amount of reimbursement received from the Grant.
  - C. Funds Available: Difference between the Grant Amount and the funds received to date ( $A - B = C$ ).
  - D. Amount requested: List the amount currently being requested, broken down by expenditure; that is, Project Administration, Project Construction, and Project Acquisition. See [Section IV.C](#) for more information on expenditure classification.
  - E. Remaining funds: Difference between available funds and the amount currently requested ( $A - B = C$ ).
7. Payee Information: Name and mailing address of the agency overseeing the Project and to whom the Grant payment should be issued to.
8. Signature of Representative Authorized in Resolution: Must be an original signature of a person authorized in the Grantee's Resolution.
9. Comments: Indicate additional comments, if any.





Payment Request No.: \_\_\_\_\_

Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### EQUIPMENT COST FORM

#### SECTION A

*Report of costs of Grantee-owned equipment used on the Project and charged to the Grant.*

<u>Warrant No.</u>	<u>Date</u>	<u>Description of Equipment</u>	<u>Purpose</u>	<u>Hours Used</u>	<u>Rate / Hour</u>	<u>Cost Amount</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Total Equipment Usage Costs:						\$ _____

#### SECTION B

*Report of costs of equipment rentals charged to the Grant.*

<u>Warrant No.</u>	<u>Date</u>	<u>Description of Equipment</u>	<u>Purpose</u>	<u>Payee</u>	<u>Cost Amount</u>
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	\$ _____
Total Equipment Rental Costs:					\$ _____

Total Equipment Rental Costs: \$ \_\_\_\_\_

*(Carry total forward to  
Project Cost Form.)*

Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**DESCRIPTION OF PROCESS USED TO SOLICIT CONTRACTORS**

List all sources used to contact potential participants in the Community Business Enterprise Program:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

List all newspapers and publications in which the solicitation was advertised:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

Describe other outreach activities used in the solicitation process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**LIST OF PROPOSERS/BIDDERS RESPONDING TO SOLICITATION (BID RESULTS)**

List all contractors that responded to the solicitation, list the amount of each contractor's bid, and indicate whether each firm is a participant in the Community Business Enterprise Program:

	Name of Firm	Bid Amount	CBE?
1.	_____	_____	<input type="checkbox"/> Yes
2.	_____	_____	<input type="checkbox"/> Yes
3.	_____	_____	<input type="checkbox"/> Yes
4.	_____	_____	<input type="checkbox"/> Yes
5.	_____	_____	<input type="checkbox"/> Yes
6.	_____	_____	<input type="checkbox"/> Yes
7.	_____	_____	<input type="checkbox"/> Yes
8.	_____	_____	<input type="checkbox"/> Yes
9.	_____	_____	<input type="checkbox"/> Yes
10.	_____	_____	<input type="checkbox"/> Yes
11.	_____	_____	<input type="checkbox"/> Yes
12.	_____	_____	<input type="checkbox"/> Yes
13.	_____	_____	<input type="checkbox"/> Yes
14.	_____	_____	<input type="checkbox"/> Yes
15.	_____	_____	<input type="checkbox"/> Yes
16.	_____	_____	<input type="checkbox"/> Yes
17.	_____	_____	<input type="checkbox"/> Yes
18.	_____	_____	<input type="checkbox"/> Yes
19.	_____	_____	<input type="checkbox"/> Yes
20.	_____	_____	<input type="checkbox"/> Yes
21.	_____	_____	<input type="checkbox"/> Yes
22.	_____	_____	<input type="checkbox"/> Yes
23.	_____	_____	<input type="checkbox"/> Yes

Total Number of Contractors: \_\_\_\_\_



Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**CONTRACT AWARD CERTIFICATION**

Check the Certification below that best represents how your contract was awarded:

In the final evaluation and award of the bid, the successful contractor(s) and/or subcontractor(s) were selected without regard to gender, race, color, creed, or national origin.

If not, explain why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



CITY OF EAST PODUNK  
Official Letterhead

**OFFER FOR THE PURCHASE OF REAL PROPERTY**

To: *(Property owner)*

The undersigned hereby offers (Amount) Dollars (\$) for the purchase of the property located at (Property Address) and more particularly described as:

*(Legal description)*

This offer is contingent on the following terms:

- 1. *(Amount)* Dollars (\$) shall be paid as a deposit, with the remaining balance to be paid as follows:

*(Method of payment)*

- 2. Rents, taxes, insurance, expenses of operation and maintenance shall be prorated as of close of escrow.
- 3. The seller shall furnish a policy of title insurance.

Enclosed is cashier's check no. *(Number)* on *(Bank)* for *(Amount)* Dollars (\$), representing my offer of a deposit.

The offer is withdrawn if not accepted by *(Date)*. If you do not accept this offer on or before said date, you are instructed to return the deposit immediately.

Title shall be conveyed by grant deed to *(Name)* and *(Name)* as *(Joint tenants, tenants in common, etc.)*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

ACCEPTANCE: I accept the attached offer for the purchase of real property. Receipt of (Amount) Dollars (\$) is acknowledged as a deposit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF EAST PODUNK  
Official Letterhead

August 26, 2008

Mr. & Mrs. John Q. Propertyowner  
123 South Bend Drive  
East Podunk, CA 90000

Dear Mr. & Mrs. Propertyowner:

**STATEMENT OF JUST COMPENSATION**

Pursuant to Section 7267.2 of the Government Code of California, a public entity is required to inform each property owner from whom the public entity wishes to purchase real property or an interest therein be provided with a statement summarizing the transaction. In this connection, we offer you \$100,000 as the full just compensation for the property to be acquired. This offer is based on the approved appraisal of the market value of your property. The appraisal does not reflect any consideration of or allowance for relocation assistance and payments of other benefits to which you may be entitled.

It is understood that you are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. It is also understood that you are not required to pay recording fees, transfer taxes, or the prorated portion of the real property taxes which are allocable to any period subsequent to the passage of title or possession. The interest to be acquired is fee.

If you are in agreement with the terms of the proposed purchase, please sign (1) the original and two copies of the Property Acquisition Agreement and (2) the Grant Deed, which must be signed, exactly as indicated, in the presence of and properly acknowledged by a notary public; and return said documents to us.

You have a right to appeal the amount of payment. Section 7266.b of the Government Code states that your application may be reviewed by the public entity or by the relocation appeals board, if applicable.

Sincerely,

Laura McAdams  
Real Estate Office

**STATEMENT OF PARTIAL DONATION**

As owners of real estate needed for the Bistro Park Project, and acknowledging the fact that we are entitled to just compensation based upon an approved appraisal for the subject real estate, desire to partially donate to the City of East Podunk one (1) lot located at 123 South Bend Drive.

Although there was an appraisal and review appraisal performed on the property and the City offered us \$100,000 for the land, or approximately \$5.00 per square foot, we waive this right of full compensation. Instead, we would like to amend the purchase offer price to \$50,000, which is an amount equal to one half of the original purchase offer amount. Thereby, we are seeking just compensation of \$50,000 (\$2.50 per square foot) and donating the remaining amount of \$50,000 to the City.

We were previously furnished the booklet "Relocation Assistance to Tenants Displaced from Their Homes" on or about September 8, 2008, and understand that we are waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This partial donation to the City of East Podunk for the Bistro Park Project is made without any coercive action of any nature this 5th day of October, 2008.

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Name of owner

\_\_\_\_\_  
Name of owner

CITY OF EAST PODUNK  
Official Letterhead

August 26, 2008

Mr. & Mrs. John Q. Propertyowner  
123 South Bend Drive  
East Podunk, CA 90000

Dear Mr. & Mrs. Propertyowner:

**RELOCATION NOTIFICATION**

The City of East Podunk is interested in acquiring the property you occupy at 123 South Bend Drive, East Podunk, CA 90000, for the Bistro Park Project. This notice is to inform you of your rights under Federal law. If the City acquires the property and you are displaced for the Project, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. However, do not move now. This is not a notice to vacate the premises. You should continue to pay your monthly rent to your landlord because a failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move or are evicted before receiving such notice, you may not receive any assistance. Please contact us before you make any moving plans.

If the City acquires the property and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least ninety (90) days advance written notice of the date you will be required to move. You would also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement house. This assistance is more fully explained in the enclosed brochure, "Relocation Assistance to Tenants Displaced from Their Homes."

If, for any reason, any other persons move into this unit with you after this notice, your assistance may be reduced. If you have any questions, please contact

Sincerely,

Laura McAdams  
Real Estate Office

Resolution No.: \_\_\_\_\_

**RESOLUTION OF THE *(Governing Body)* OF THE *(Agency Name)*  
DETERMINING THE NECESSITY FOR ACQUISITION BY EMINENT DOMAIN  
OF THREE PARCELS OF REAL PROPERTY FOR PARK EXPANSION PURPOSES**

**WHEREAS**, certain real property consisting of three parcels hereinafter described is being taken for public park purposes pursuant to the authority of the City under Article I, Section 19 of the California Constitution and Government Code section 37350.5; and

**WHEREAS**, the parcels are being acquired for the expansion of De Castro Park, a public park in the City of East Podunk; and

**WHEREAS**, the public interest and necessity require the acquisition of the parcels for the proposed De Castro Park Expansion Project; and

**WHEREAS**, the proposed De Castro Park Expansion Project is planned and located in the manner that is and will be most compatible with the greatest public good and the least public injury; and

**WHEREAS**, the parcels to be taken are necessary for the proposed De Castro Park Expansion Project; and

**WHEREAS**, the offers required by Section 7267.2 of the Government Code have been made to the owners of record of the parcels for acquisition of the property; and

**WHEREAS**, the City is hereby authorized and empowered to acquire by condemnation the fee simple interest in the following real property in the City of East Podunk, County of Los Angeles, State of California:

Parcel A:       *(Legal description)*

Parcel B:       *(Legal description)*

Parcel C:       *(Legal description)*

**NOW THEREFORE, BE IT RESOLVED THAT THE *(Governing Body)* HEREBY** authorizes and directs the offices of Lindblum, Archer & Walters to institute eminent domain proceedings in the Superior Court of the State of California for the County of Los Angeles, for the purposes of acquiring said parcels of land for the public uses and purposes hereinabove set forth, to deposit probably compensation, and to take all action necessary to complete the acquisition thereof in the name of the City of East Podunk.

Passed, Approved, and Adopted by a vote of not less than two-thirds of its members this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

I, the undersigned, hereby certify that the foregoing resolution No. \_\_\_\_\_ was duly adopted by the (Governing Body of the Agency) with the following roll call vote:

Ayes:

Noes:

Absent:

---

CLERK

**CERTIFICATION OF COMPLIANCE WITH PROPERTY ACQUISITION LAW**

Pursuant to Section B, Paragraph 12, of the Los Angeles County Regional Park and Open Space District Project Agreement for the Bistro Park Project, the City of East Podunk hereby certifies that it has complied with the Property Acquisition Law (Part II, commencing with Section 15850, of Division 3 of Title 2 of the Government Code), with Section 33202, et seq., of the Public Resources Code, and all other applicable State and Federal laws, rules, and regulations.

I, Arthur Baxter, Mayor of the City of East Podunk, declare the above certification is true and correct.

\_\_\_\_\_  
Arthur Baxter, Mayor

\_\_\_\_\_  
Date





RECORDING REQUESTED BY:

\_\_\_\_\_  
(Agency Name)

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Space above this line for Recorder's use.)

**NOTICE OF COMPLETION**

Assessor's Identification No.: \_\_\_\_\_

Notice is hereby given that:

1. The undersigned is an owner or an agent of the owner of the interest or estate stated below.
2. The full name of the owner is: \_\_\_\_\_.
3. The full address of the owner is: \_\_\_\_\_.
4. The nature of the interest or estate of the undersigned is: \_\_\_\_\_.  
(In fee, purchased under contract of purchase, lease, etc.)
5. The full names and full addresses of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:  
\_\_\_\_\_  
\_\_\_\_\_  
(Names and addresses)
6. A work of improvement on the property hereinafter described was completed: \_\_\_\_\_.
7. The work of improvement completed is described as follows: \_\_\_\_\_.
8. The name of the original contractor, if any, for such work of improvement is: \_\_\_\_\_.  
(If no contractor for work of improvement, print "None")
9. The street address of said property is: \_\_\_\_\_.
10. The property on which said work of improvement was completed is in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of California, and is described as follows:

Date: \_\_\_\_\_ Signature of owner or agent of owner: \_\_\_\_\_

Verification for Individual Owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice, that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City where signed)

\_\_\_\_\_  
(Signature of owner named in Paragraph 2)

Verification for Non-individual Owner: I, the undersigned, declare under penalty of perjury that I am the \_\_\_\_\_  
(President, Partner, Manager, Owner, etc.) of the aforesaid interest or estate in the property described in the above notice, that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date)

\_\_\_\_\_  
(City where signed)

\_\_\_\_\_  
(Signature of owner named in Paragraph 2)

**PROJECT CERTIFICATION FORM**

Project Name: \_\_\_\_\_

Grant Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Ext.: \_\_\_\_\_

Name of Agency Contact (for audit purposes): \_\_\_\_\_

Project Description – List facilities developed and/or property acquired (AINs):

List ALL funding sources used on the Project, including Proposition A funds:

Funding Source	Amount	Date Received
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total Project Costs:	\$ _____	

Has a Notice of Completion been filed?

Yes – Attach a copy.

No – Explain: \_\_\_\_\_

CERTIFICATION: I hereby certify that all Grant funds were expended on the above-named Project, that the Project is complete, and that we have made final payment for all work done.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**LANDSCAPING CERTIFICATION**

Check the certification below that best represents the landscaping practices in the Project:

- Landscaping was done in accordance with the landscaping provision of the Project Agreement:

“Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn, or sod, unless Grantee can show, to the District’s satisfaction, that it would be infeasible to do so.”

- Landscaping was not done in accordance with the landscaping provision of the Project Agreement, for the reason(s) described below:

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\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
*(District Use Only)*

\_\_\_\_\_  
Signature of District Representative

\_\_\_\_\_  
Date



## Special Provisions

### General Provisions

#### A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement.
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

#### B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).  

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year 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 Agreement.
2. The term of this Agreement is from the date of execution by both parties through June 30, 2019.
3. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District.
4. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the

Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.

5. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
6. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

7. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

8. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
9. Grantee agrees to permit the District to make periodic site visits to determine if development work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.

10. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
11. If the Project includes acquisition of real property, 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. Documentation of such compliance will be made available for review upon the District's request.
12. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
13. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
  - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
  - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.



3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Grantee agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Grantee also 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.

5. Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site for a period of twenty (20) years from the date of this Agreement. Grantee further agrees not to 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 the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.
6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

8. 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, 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, Grantee hereby agrees that it will not, without the prior written consent of the District, (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.
9. If Grantee sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement.

#### E. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, 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.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by

the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement.

5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of 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 the District may terminate or suspend this Agreement.

#### F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County  
Regional Park and Open Space District  
510 South Vermont Avenue, Room 230  
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

#### G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District 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 District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. 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 the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

#### H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

#### I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

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

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Propositions.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.
3. 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.

K. Nondiscrimination

1. 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.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

The Application and its required attachments, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Proposition also are hereby incorporated in this Agreement as though set forth in full.

In the case of conflict, the District shall resolve the conflict with the precedence of documents as follows: the Propositions, this Agreement and the Procedural Guide (earlier named documents taking precedence over later named documents).

M. Severability

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District 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*

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

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

LOS ANGELES COUNTY  
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: \_\_\_\_\_  
*Director, Parks and Recreation*

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

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
*Principal Deputy*

**Grant No.:** \_\_\_\_\_

**ANTICIPATED FUNDING NEEDS**

Grant No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Agency: \_\_\_\_\_

Project: \_\_\_\_\_

Total Grant Amount: \$ \_\_\_\_\_

Instructions: In the space provided below, indicate the amount of expenditures for which you expect to request Grant reimbursements for each quarter. Use additional sheets as necessary until all Grant funds are accounted for. The information requested will be used solely to facilitate the District’s budgeting and financial planning processes. Information provided on this form will not affect the Grantee’s ability to receive reimbursements.

2009		2012	
Quarter	Amount	Quarter	Amount
Jan 1 – Mar 31	\$ _____	Jan 1 – Mar 31	\$ _____
Apr 1 – Jun 30	\$ _____	Apr 1 – Jun 30	\$ _____
Jul 1 – Sep 30	\$ _____	Jul 1 – Sep 30	\$ _____
Oct 1 – Dec 31	\$ _____	Oct 1 – Dec 31	\$ _____

2010		2013	
Quarter	Amount	Quarter	Amount
Jan 1 – Mar 31	\$ _____	Jan 1 – Mar 31	\$ _____
Apr 1 – Jun 30	\$ _____	Apr 1 – Jun 30	\$ _____
Jul 1 – Sep 30	\$ _____	Jul 1 – Sep 30	\$ _____
Oct 1 – Dec 31	\$ _____	Oct 1 – Dec 31	\$ _____

2011		2014	
Quarter	Amount	Quarter	Amount
Jan 1 – Mar 31	\$ _____	Jan 1 – Mar 31	\$ _____
Apr 1 – Jun 30	\$ _____	Apr 1 – Jun 30	\$ _____
Jul 1 – Sep 30	\$ _____	Jul 1 – Sep 30	\$ _____
Oct 1 – Dec 31	\$ _____	Oct 1 – Dec 31	\$ _____



**POST-COMPLETION INSPECTION REPORT**

This is a post-completion self-inspection report on property acquired, developed, improved, rehabilitated, or restored with Grant funds from the Los Angeles County Regional Park and Open Space District. (Said property is herein referred to as "Grant-funded property.") Note that acquisitions include gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

The report shall be completed by a duly elected, appointed, and/or acting representative of the grantee operating and maintaining the Grant-funded property. (Said grantee is herein referred to as "Grantee"; said representative is herein referred to as "Inspector.") The Inspector shall have full authority to execute this report on behalf of the Grantee and shall verify to the best of his/her ability that the information provided in the report is complete and true.

Grant No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Project Name: \_\_\_\_\_

Approved Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grantee Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

**CERTIFICATION**

I represent and warrant that I have full authority to execute this Post-completion Inspection Report on behalf of the Grantee listed above. I declare under penalty of perjury, under the laws of the State of California, that all statements provided in this report and any accompanying documents are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

1. Has the use of any portion of the Grant-funded property changed from the use for which the Grantee requested Grant moneys from the District?

- Yes
- No

If YES, describe the change:

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2. Has the ownership of the Grant-funded property been conveyed to a party other than the Grantee to whom the District awarded funds for the Project?

- Yes
- No

If YES, was the property transfer done with the approval of the District?

- Yes
- No

IF NO, indicate the new owner and describe the reason for the change in ownership:

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3. Does the Grant-funded property provide reasonable public access, including but not limited to parking and public restrooms?

- Yes
- No

If NO, describe why such access is not provided:

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4. Are fees charged for the use of Grant-funded properties?

- Yes
- No

If YES, do the fees differentiate between residents and non-residents, or do they grant preferential treatment to city residents with regard to reservations or registration?

- Yes
- No

If YES, describe the fee structure:

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5. Has the name of the Project site (park, facility, etc.) of the Grant-funded property changed?

- Yes
- No

If YES, indicate the new name:

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6. Additional Comments:

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## **The following is a list of the proposed revisions to the Procedural Guide:**

### **The Excess Funds Grant Program**

Section 24 of the 1996 Proposition provides a mechanism for the annual determination of revenue exceeding the obligations of the Los Angeles County Regional Park and Open Space District (District). A portion of this revenue is made available for projects under the Excess Funds Grant Program. Excess Funds for projects were first made available in Fiscal Year 1999-2000.

Items specific to Excess Funds grants are included in the following areas of the revised Procedural Guide:

- Definitions
- Excess Funds Grant Program (Subsection I.C.);
- Applicant Eligibility (Subsection II.A.1.);
- Project Eligibility (Subsection II.A.2.);
- Application Deadlines (Section II.B.);
- Committing Funds to Existing Grants (Subsection III.D.3.);
- Project Performance Period (Section IV.A.); and
- Final Payment & Residual Funds (Subsection V.A.1.)

### **Long-Term Grant Obligations**

The 1992 and 1996 Propositions impose certain long-term obligations on the District's grantees concerning grant-funded property. The long-term obligations include: requirements of maintenance and operation in perpetuity; prohibitions against changes in use, sale, or disposition; and prohibitions against discrimination and/or preferential treatment.

Information on long-term obligations is included in the following areas of the revised Procedural Guide:

- The submission of a Grant Boundary Map is made a requirement for grant application approvals (Section II.C, Item No. 6),
- The submission of a Memorandum of Unrecorded Grant Agreement is made a prerequisite to receiving grant funds (Section III.C, Item No. 3),
- The role of the Post-completion Inspection Report in post-closing grant audits is explained in Subsection V.B.2, and
- The Grantee's long-term obligations are explained in Section V.C.

### **Employment of At-Risk Youth**

The 1992 and 1996 Propositions require grantees to employ at-risk youth as a condition of receiving grant funds. Pursuant to the 1996 Proposition, your Board approved the District's policy on the employment of at-risk youth on June 26, 1997. Your Board later amended the policy with a new definition of at-risk youth on August 20, 2002.

Individuals are thereby considered to be an at-risk youth if they are between 14 and 24 years of age and are either involved in or at risk of involvement in any of the following: drug and/or alcohol abuse, adolescent pregnancy, single parenthood, physical and/or emotional abuse, gang activity, violence and vandalism, poverty, family unemployment, truancy, and/or

academic performance below grade level or failing to complete high school. Accordingly, the revised Procedural Guide incorporates the current requirements of the District's at-risk youth employment policy as amended by the Board of Supervisors in the following areas:

- Compliance with the requirements of the amended policy is made a condition of receiving grant funds (Subsection III.B.1);
- The submission of a Youth Employment Plan is made a prerequisite to receiving grant funds for each project (Subsection III.C., Item No. 2); and
- The amended policy is explained in Appendix C.

### **California Environmental Quality Act**

Grantees are required to comply with the applicable provisions of the California Environmental Quality Act (CEQA) as a condition of the grant(s). The revised Procedural Guide includes revised information to reflect current CEQA standards and practices (Subsection III.C., Item No 1).

### **Landscaping and Irrigation**

The 1992 and 1996 Propositions require Grantees to use drip irrigation systems and drought-resistant or xerophytic plants to the maximum extent feasible. These requirements are explained in Subsection III.B.3, and the submission of a Landscaping Certification Form is made a prerequisite to closing a grant (Subsection V.A.2, Item No. 6).

### **Non-Profit Grantee Requirements**

The State of California regulates entities receiving or raising charitable contributions pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act. Charitable contributions requirements are explained in Subsection III.B.5, and the submission of a Charitable Contributions Certification Form is made a prerequisite in order for certain grantees to receive grant funds for a project (Section III.C, Item No. 4).

### **General Reorganization and Minor Revisions**

To promote a better understanding of the District's grant process, the revised Procedural Guide and its attachments have been reorganized to improve readability. The following minor revisions are also included in the Procedural Guide:

- Addition of a Definitions Section at the beginning of the Guide to clarify grant terminology;
- Deletion of language shown in the 1997 Procedural Guide relating to deadlines that are no longer applicable (Section II.B.);
- Updates of content relating to CBE businesses, formerly known as MBE/WBE/DBE/DVBE businesses (Subsection III.B.2 and Subsection IV.E.2, Item No. 2);
- Addition of content relating to the commitment of funds to existing grants (Subsection III.D.3);
- Addition of content relating to residual funds (Subsection V.A.1);
- Addition of content relating to the execution of the Project Agreement (Section III.A); and
- Clarification of the Statement of Just Compensation and the Statement of Partial Donation (Subsection IV.E.3).