

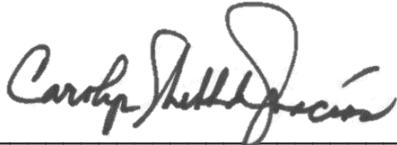
0220 - 06247 - 0000

TRANSMITTAL

TO The City Council	DATE 06/20/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 7	

**Proposed Agreement between the Department of Recreation and Parks
and the Trust for Public Land for the Development, Construction,
and Renovation of a portion of the Ritchie Valens Recreation Center**

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macías for)

MWS:AJ:08250016c

CAO 649-d

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 06-09-2025	C.D. No. 7	CAO File No.: 0220 - 06247 - 0000
Contracting Department/Bureau: Recreation and Parks		Contact: Robert Eastland	
Reference: Letter to the Mayor from the Board of Recreation and Parks Commissioners dated May 16, 2024.			
Purpose of Contract: To develop, construct, and renovate of a portion of Ritchie Valens Recreation Center.			
Type of Contract: (x) New contract		Contract Term Dates: Begins upon execution. Trust for Public Land must complete the proposed project by March 1, 2026 per the terms of the grant agreement with the California Natural Resources Agency. Following the installation of the grant-funded improvements, the performance period for the aforementioned improvements is twenty years.	
Contract/Amendment Amount: \$0			
Proposed amount \$ 0+ Prior award(s) \$ 0 = Total \$0			
Source of funds: N/A			
Name of Contractor: Trust for Public Land			
Address: 23 Geary St, Suite 1000 San Francisco, CA 94108			
	Yes	No	N/A
1. Council has approved the purpose			x
2. Appropriated funds are available			x
3. Charter Section 1022 findings completed			x
4. Proposals have been requested			x
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 2.07% (8 employees)			
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances	x		
10. Contractor Responsibility Ordinance	x		
11. Disclosure Ordinances	x		
12. Bidder Certification CEC Form 50	x		
13. Prohibited Contributors (Bidders) CEC Form 55	x		
14. California Iran Contracting Act of 2010	x		

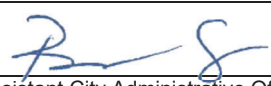
RECOMMENDATION

That the Council, subject to approval of the Mayor authorize the Board of Recreation and Parks Commissioners (Board), or designee, to execute the proposed agreement between the Department of Recreation and Parks and the Trust for Public Land (TPL), for the development, construction, and renovation of a portion of Ritchie Valens Recreation Center, located at 10736 Laurel Canyon Blvd., Pacoima, CA 91331, for a term of twenty years upon execution, subject to review and approval of the City Attorney as to form.

SUMMARY

At its May 16, 2024 meeting, the Board of Recreation and Parks Commissioners (Board) approved a proposed agreement with the Trust for Public Land (TPL), for the development, construction, and renovation of a portion of Ritchie Valens Recreation Center, located at 10736 Laurel Canyon Blvd., Pacoima, CA 91331. The term of the proposed agreement is for twenty years upon execution. A copy of the proposed agreement is included in the Department's transmittal attached to this report.

Ritchie Valens Recreation Center, also known as Paxton Park, is a 25.77 acre facility that includes multipurpose fields, tennis and basketball courts, a swimming pool, a skate plaza, play areas, and a

<i>Anne Johnson</i> AJ Analyst 0220 - 06247 - 0000			 Assistant City Administrative Officer
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recreation center for the surrounding community. The majority of the facility is situated just south of the Ronald Reagan Freeway (Highway 118) and a portion of the facility, which includes a baseball diamond, bleachers, walking paths, and a parking lot, is located on the north side of the freeway.

Trust for Public Land is a 501(c)(3) nonprofit organization that works with communities to create parks and protect public land. TPL was awarded a grant in the amount of \$1,000,000.00 from the State of California Natural Resources Agency (CRNA). The proposed project funded by the grant includes the installation of urban greening, pedestrian improvements, and storm water capture features in Paxton Park along Haddon Avenue and in the nearby pedestrian tunnel under Highway 118 in Pacoima. TPL is required to complete the proposed project by March 1, 2026 per the terms of the grant agreement with the CRNA. Following the installation of the grant-funded improvements, the performance period for the aforementioned improvements is twenty years.

TPL in conjunction with the Department will enter into a donation agreement for the development and construction of renovations of a portion of Paxton Park. Per this agreement, TPL shall act as the grantee and shall be responsible for community outreach related to the proposed project; development and design of conceptual and final plans; and coordination of the construction of the project including construction management and related payments. The Department will be responsible for approval of the conceptual plans at staff level; approval of the final plans by the Board; issuance of Right-of-Entry Permit for construction; final acceptance of the completed project by the Board; and maintenance of the project's improvements for twenty years.

Upon approval of this report, the Department will execute the agreement with TPL and coordinate the implementation of the agreement and proposed project.

Section 3 of the proposed agreement states that if TPL elects to pursue additional funds, it will coordinate grant-writing responsibilities with the Department to attempt to raise the funds necessary to cover the full cost of the park development phase for the prospective property.

As detailed in Section 6 of the proposed agreement, TPL, at its own expense and at no cost to the Department, will develop a conceptual plan for the improvements that is consistent with the terms of the grant agreement and the desires of the Department, local community-based organizations, and the community as a whole. After TPL has received the Department's written approval of the conceptual plan, TPL will prepare detailed final plans and specifications for approval by the Board, which will also include funding sources and budget information to show the applicable improvements are fully funded prior to proceeding to development and construction.

Section 7 outlines the right of entry terms, including that the Department will permit TPL, its employees and agents, access to the prospective property at no cost to TPL to install the improvements pursuant to a right of entry agreement executed by TPL for the construction of improvements on Departmental property. During the term, the Department will give TPL authority to construct, operate, and maintain the project of installing the improvements on the prospective property in accordance with the plans and specifications, the terms of the grant agreement, and applicable Departmental standards and practices.

The selection of a contractor and installation of the improvements are described in Section 8 of the proposed agreement. TPL will select a contractor based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the improvements in accordance with the plans and specifications and the terms of the grant

agreement. TPL will require its contractor to comply with various conditions as specified in the contract, including: (a) keeping informed of all existing and future federal, state, county or City laws, regulations and municipal ordinances, which may affect the work on the improvements; (b) ensuring that subcontractors observe and comply with all existing and future safety requirements, laws, and regulations; and, (c) obtaining and maintaining insurance coverage in an amount acceptable to the Department and which names the Department as an additional insured regarding any work on Improvements done on Departmental property.

Section 9 states that TPL will be fully responsible for all payments to the contractor and all other contractors and subcontractors at no cost to the Department. This section also discusses the terms related to keeping the prospective property free from any liens, encumbrances, or stop notices.

TPL and the selected contractor will provide general management of construction activity if no professional construction management firm is hired for the improvements. The Department will participate in progress meetings to keep informed of construction activity and to ensure that work follows approved plans and specifications. The Department or its designee will conduct on-site construction inspections and approvals to ensure that construction of the improvements is in conformance with the plans and specifications. Upon substantial completion, the Department or its designee's staff will prepare a punch list which will need to be completed by contractor prior to receiving final acceptance as described in Section 15 of the proposed agreement.

TPL is responsible for paying, and/or obtaining a waiver from the City or County of Los Angeles, all permits, permit fees, or any other fees that are due to be paid to any agency of the City or County of Los Angeles in connection with the construction or opening celebration of the improvements.

Sections 13 and 14 of the proposed agreement outline the indemnification terms and insurance obligations, respectively.

Section 15 states that upon notice from TPL that the improvements on the prospective property have been installed in accordance with the plans and specifications, the Department or its designee will, within fifteen working days of such notice, perform a final inspection; provided, however, that TPL will not deliver such notice to the Department until TPL has: (1) obtained all necessary regulatory approvals; (2) submitted the completed punch list to the Department; and (3) submitted the waivers and releases required under Section 17 of the proposed agreement to the Department. Upon the Department's inspection and decision to accept the work, it will submit the project to the Board for final approval and acceptance. The Department will not allow public use of the improvements prior to its delivery of an acceptance letter to TPL.

As some of obligations of the grant agreement extend beyond installation of the improvements by TPL and acceptance by the Department, subject to the approval of the Board, the Department will assume the obligations of the grant agreement pertaining to use and maintenance of the prospective property and improvements and the land tenure requirements, and TPL and the Department each agree to execute an assignment and assumption agreement for such obligation in a form acceptable to the Department once it has delivered the acceptance letter to TPL and once this assignment and assumption agreement is approved by the Board.

Sections 17 and 20 of the proposed agreement describe the terms related to the delivery of the improvements and parameters for termination of the agreement, respectively.

Section 21 of the proposed agreement states that the Department may only use the prospective property and improvements in a manner which is consistent with the terms of the grant agreement. The Department assumes the obligations for use and maintenance of the prospective property and the improvements for the time and in the manner specified in the grant agreement, provided such assumption is approved by the Board.

The Department will work with TPL to provide an Environmental Compliance Certification Form as needed, which certifies the project is exempt or in compliance with the California Environmental Quality Act and/or the National Environmental Policy Act. TPL will be responsible for all costs associated with the completion of this process.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. The proposed agreement is subject to review by the City Attorney as to form.

FISCAL IMPACT STATEMENT

The Trust for Public Land (TPL) received grant funding in the amount of \$1,000,000.00 from the State of California Natural Resources Agency (CNRA) for the installation of urban greening, pedestrian improvements, and storm water capture features in Paxton Park. The completed improvements will require ongoing maintenance by the Department for a minimum of twenty years. The maintenance needs for the improvements is subject to future appropriation by Mayor and Council through the annual budget process. The anticipated maintenance costs cannot be determined at this time.

FINANCIAL POLICIES STATEMENT

To the extent applicable, the recommendation above complies with the City Financial Policies in that ongoing revenue will be used to meet ongoing expenditures.

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

May 16, 2024

Honorable Karen Bass, Mayor
City of Los Angeles
Room 303, City Hall

Dear Mayor Bass:

In accordance with Executive Directive No. 3, attached herewith for approval is the proposed Donation Agreement, substantially in the form on file in the Board Office between the Department of Recreation and Parks and the Trust for Public Land (TPL) for the development, construction, and renovation of a portion of Ritchie Valens Recreation Center.

Also attached is Board Report No. 24-107, which was adopted by the Board of Recreation and Parks Commissioners at its Regular Meeting held on May 16, 2024. After your review and recommendation, the proposed Donation Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed Donation Agreement, please contact Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch, at (213) 202-2612.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Report No. 24-107

cc: Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch



APPROVED

May 16 2024

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-107

DATE May 16, 2024

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RITCHIE VALENS RECREATION CENTER (AKA PAXTON PARK) – DONATION AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE TRUST FOR PUBLIC LAND FOR THE RENOVATION OF A PORTION OF RITCHIE VALENS RECREATION CENTER

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	for C. Santo Domingo	<u>DF</u>
C. Stoneham	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Donation Agreement (Agreement), substantially in the form on file in the Board Office between the Department of Recreation and Parks (RAP) and the Trust for Public Land (TPL) for the development, construction, and renovation of a portion of Ritchie Valens Recreation Center subject to the approval the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement concurrently to the Mayor in accordance with Executive Director No. 3, the City Council, and the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and,
4. Authorize RAP staff to make technical corrections to carry out the intent of this Report.

SUMMARY

Ritchie Valens Recreation Center (aka Paxton Park) is located at 10736 Laurel Canyon Blvd in the Pacoima area of the City. This 25.77-acre facility provides multipurpose fields, tennis and basketball courts, a swimming pool, a skate plaza, play areas, and a recreation center for the surrounding community. The majority of the facility is situated just south of the Ronald Reagan Freeway (Highway 118), but a portion of the facility– which includes a baseball diamond, bleachers, walking paths, and a parking lot is located on the north side of the freeway.

BOARD REPORT

PG. 2 NO. 24-107

The Trust for Public Land (TPL) was awarded a grant in the amount of \$1,000,000.00 from the State of California Natural Resources Agency (CRNA). The proposed project funded by the grant includes the installation of urban greening, pedestrian improvements, and stormwater capture features in Paxton Park along Haddon Avenue and in the nearby pedestrian tunnel under Highway 118 in Pacoima. TPL is required to complete the proposed project by March 1, 2026 per the terms of the grant agreement with CRNA. Following the installation of the grant-funded improvements, the performance period for the aforementioned improvements is twenty years.

TPL in conjunction with RAP will enter into a donation agreement (Agreement) for the development and construction of renovations of a portion of Ritchie Valens Recreation Center (aka Paxton Park). Per this Agreement, TPL shall act as the Grantee and shall be responsible for the following tasks:

- Community outreach related to the proposed project
- Development and design of conceptual and final plans
- Coordination of the construction of the project including construction management and related payments

Per the terms of this Agreement, RAP shall be responsible for the following:

- Approval of the conceptual plans at staff level
- Approval of the final plans by the Board of Recreation and Park Commissioners (Board)
- Issuance of Right-of-Entry Permit for construction
- Final acceptance of the completed project by the Board
- Maintenance of the project's improvements for twenty years

Upon approval of this Report, RAP will execute the Agreement with TPL and coordinate the implementation of the Agreement and proposed project.

ENVIRONMENTAL IMPACT

The proposed Project consists of a donation agreement between the City of Los Angeles Department of Recreation and Parks and the Trust for Public Land, which contemplates the renovation of a portion of an existing recreation center—an activity that could potentially have an impact on the environment. To this date, the characteristics of such renovation have not yet been defined. RAP staff will come back to the Board with recommendations for California Environmental Quality Act (CEQA) purposes when details of the renovation activity become available.

FISCAL IMPACT

The approval and execution of this Donation Agreement will have no impact on the General Fund.

BOARD REPORT

PG. 3 NO. 24-107

This Report was prepared by Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Donation Agreement Between The Department of Recreation and Parks and The Trust for Public Land for the Development and Construction of Renovation of a Portion of Ritchie Valens Recreation Center (a.k.a. Paxton Park) in the City of Los Angeles
- 2) Attachment 2 – Grant Agreement between TPL and CRNA

**DONATION AGREEMENT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
THE TRUST FOR PUBLIC LAND
FOR THE DEVELOPMENT AND CONSTRUCTION
OF
RENOVATIONS OF A PORTION OF RITCHIE VALENS RECREATION CENTER
(AKA PAXTON PARK) IN THE CITY OF LOS ANGELES**

This Donation Agreement ("Agreement") for Development and/or Construction of renovations of a portion of Ritchie Valens Recreation Center (aka Paxton Park) in the City of Los Angeles is entered as of _____, 20__ by and between the City of Los Angeles, Department of Recreation and Parks ("RAP"), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("Board") and the Trust for Public Land ("TPL"), a California non-profit public benefit corporation (RAP together with TPL, the "Parties" and each a "Party").

RECITALS

WHEREAS, TPL desires to create neighborhood parks and green space throughout Los Angeles that enhances the natural environment and provides recreational opportunities for all members of the community, particularly focusing in areas which are under-served by existing park space; and

WHEREAS, RAP supports the development of park renovations ("Improvements") built by TPL as part of this Agreement, particularly in areas that are under-served by existing parks and recreation facilities, and RAP intends to manage and maintain such Improvements for the benefit of the community once constructed/renovated by TPL in accordance with the terms of this Agreement; and

WHEREAS, this Agreement shall be subject to, and contingent upon, the award of a General Fund Specified Grant ("Grant Agreement") awarding funds to TPL via the California Natural Resources Agency ("CNRA") in support of the development and construction of the Improvements to be built at Ritchie Valens Recreation Center (aka Paxton Park) upon the prospective properties which are described in Exhibit A (each a "Prospective Property"), attached hereto, which list may be amended over time by mutual written amendment to this Agreement by the Parties, with the terms of this Agreement applying to each Prospective Property; and

WHEREAS, TPL shall be the Grantee under the Grant Agreement and shall coordinate the development and construction of the Improvements at the Prospective Property; and

WHEREAS, TPL will collaborate with RAP to perform a "Park Development Phase," which shall consist of: (i) TPL developing a conceptual plan for the Improvements, using the results of outreach already conducted by a local community organization; (ii) TPL contracting for and overseeing the construction of the Improvements; and (iii) TPL potentially identifying and applying for any additional funding necessary for construction of Improvements to the Prospective Property, although the current expectation is to use just the CNRA Grant Agreement to complete all design and construction of Improvements; and

WHEREAS, RAP is the owner and long-term steward of the subject Prospective Property, and RAP shall issue TPL a right-of-entry permit for the Prospective Property to construct the Improvements; and

WHEREAS, TPL expects that the Grant Agreement may be the best source of funds for the development and construction of the Improvements, and RAP is aware of and willing to agree to maintain, operate and use the Improvements as intended under the Grant Agreement for a term of twenty (20) years; and

WHEREAS, this Agreement is intended to summarize the primary roles and responsibilities of TPL and RAP towards the shared goal of getting the Improvements built and to highlight some of the contingencies that need to be satisfied in order to fulfill that objective, and TPL and RAP wish to enter into this Agreement to establish the terms whereby TPL and the RAP shall work together on the Improvements for the Park Development Phase.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that TPL's ability to construct and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon the award of the Grant Agreement. Accordingly, TPL will initially use its good faith efforts to make the request for grant funds under the Grant Agreement.
 - (a) Grant Applications. TPL shall be the applicant for funding requests for the Prospective Property and will be responsible for the application process thereto. RAP shall cooperate in the application process and shall have an opportunity to review and comment on such applications. RAP (subject to approval by the Board of Recreation and Park Commissioners ("Board")) shall accept an assignment of the maintenance and operation obligations under the Grant Agreement related to the Improvements and accept the Improvements upon completion of the Improvements by TPL. The applications shall make clear that RAP is or shall be the owner of the Prospective Property and will be the long-term steward of the Improvements after they are completed by TPL.
 - (b) Incorporation by Reference. The terms of TPL's construction and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and the Grant Agreement for the Prospective Property.
 - (c) Land Tenure Requirement. RAP will be the long-term steward of the Prospective Property park site on which the Improvements are built. RAP explicitly acknowledges that TPL will be relying upon RAP, as owner or future owner of the Prospective Property, to maintain, operate and use the Improvements as intended under the Grant Agreement for a term of twenty (20) years.
2. Term. The term ("Term") of this Agreement shall commence upon full execution and delivery hereof by the Parties hereto ("Effective Date"). Except those provisions which are explicitly stated to survive the termination of this Agreement, the Term shall expire on the date upon which RAP, subject to final acceptance and approval of the Improvements by the Board of Recreation and Park Commissioners, executes a letter accepting the Improvements as described in Section 15 below, or upon such earlier date as RAP or TPL terminates this Agreement in accordance with Section 20 below. RAP is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by TPL and accepted by RAP prior to expiration of any performance period specified in any Grant Agreement, and RAP shall cooperate with TPL in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement. The Term may also effectively end

when TPL, despite its good faith efforts, is unable to secure adequate grant funding to complete the Improvements.

3. INTENTIONALLY OMITTED

4. Grant-writing. If TPL elects to pursue additional funds, TPL will coordinate grant-writing responsibilities with RAP to attempt to raise the funds necessary to cover the full cost of the Park Development Phase for the Prospective Property.

5. Outreach. TPL, working closely with RAP and local community-based organizations and/or groups, shall conduct public workshops and/or other community outreach efforts designed to ascertain the needs of community members in the area surrounding the Prospective Property ("Outreach"). TPL shall use the results of the Outreach to develop a conceptual plan for the Improvements.

6. Development of Plans and Specifications. TPL, at its own expense and at no cost to RAP, shall develop a conceptual plan for the Improvements that is consistent with both (i) the terms of the Grant Agreement and (ii) the desires of RAP, local community-based organizations, and the community as a whole as gleaned through TPL-sponsored public workshops and other community outreach efforts. Following RAP's review and TPL's receipt of RAP's written approval of the conceptual plan, TPL shall prepare detailed final plans and specifications ("Plans and Specifications"), for RAP's review and approval. TPL will provide two (2) sets of the Plans and Specifications to RAP signed by a licensed landscape architect. TPL shall submit the Plans and Specification for approval by the Board of Recreation and Parks Commissioners, which will also include funding sources and budget information to show the applicable Improvements are fully funded prior to proceeding to development and construction. Such Plans and Specifications shall also include any environmental findings/assessments and any CEQA documentation and determinations related to the Improvements on the Prospective Property as may be required by RAP, along with remediation plans (including funding and budgeting of such remediation) for any environmental concerns identified in the Plans and Specifications.

7. Right of Entry. During the Term, RAP shall allow TPL, its employees and agents, access to the Prospective Property at no cost to TPL to install the Improvements pursuant to a Right of Entry agreement executed by TPL in a form customarily issued to third parties by RAP for the construction of improvements on RAP property. During the Term, RAP shall give TPL authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Property in accordance with the Plans and Specifications, the terms of the Grant Agreement, and applicable RAP standards and practices.

8. Selection of a Contractor; Installation of the Improvements. TPL will select a contractor ("Contractor"), based on the State of California's compliance requirements for the contractor selection process, including the three-bid process, to construct and install the Improvements in accordance with the Plans and Specifications and the terms of the Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL shall require its Contractor to provide a performance bond in the amount of 100% of the contract amount and in a form acceptable to RAP to ensure the completion of the Improvements. Without limitation, TPL shall require its Contractor to comply with the following:

- (a) The Contractor shall keep itself, himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner, affect the work on the Improvements.
 - (b) The Contactor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages.
 - (c) The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors and the Contractor shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.
 - (d) The Contractor shall obtain and maintain insurance coverage in an amount acceptable to RAP and which names RAP as an additional insured regarding any work on Improvements done on RAP property.
9. Payments. TPL will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to RAP. During the Term of this Agreement, the real property underlying the Prospective Property shall not be used as security for any loans or mortgages or otherwise have any liens, encumbrances, or stop notices placed on it. By way of specification without limitation, TPL shall keep the Prospective Property free from any liens, encumbrances, or stop notices arising out of work performed, materials furnished, or obligations incurred by TPL and shall indemnify, hold harmless and defend RAP from any liens, encumbrances, and stop notices arising out of any work performed or materials furnished by or at the direction of TPL. In the event that TPL shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien, encumbrance, or stop notice to be released of record by payment or posting of a proper bond, RAP shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to TPL, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien encumbrance, or stop notice. All such sums paid by RAP and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by TPL to RAP on demand.
10. Construction Management. If no professional construction management firm is hired for the Improvements, TPL and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, ensuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. RAP staff will participate in the scheduled progress meetings to keep abreast of construction activity and to ensure that work follows approved Plans and Specifications.
11. Construction Inspections. RAP or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. Upon substantial completion, RAP or its designee's staff will prepare a punch list ("Punch List"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 15.
12. Permits and Fees for Construction Events. Whenever permits, permit fees or any other fees (collectively, "Fees") are due to be paid to any agency of the City or County of Los

Angeles in connection with the construction or opening celebration of the Improvements, TPL shall pay (and/or obtain a waiver from the City or County of Los Angeles) of all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

13. Indemnification. Except for the active negligence or willful misconduct of RAP, or any of its boards, officers, agents, employees, assigns and successors in interest, TPL shall defend, indemnify and hold harmless RAP and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by RAP, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including TPL's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by TPL, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of RAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.
14. Insurance. During the term of this Agreement and without limiting TPL's obligation to indemnify, hold harmless and defend RAP, TPL shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146). The insurance must: (1) conform to RAP's requirements stated in Exhibit B; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 in the Standard Provisions for City Contracts (Rev. 9/22) [v. 1]); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. TPL shall comply with all Insurance Contractual Requirements shown on Exhibit 1. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement. TPL acknowledges and agrees that the specific Right of Entry agreements issued for the construction of the Improvements shall contain more specific insurance requirements as customarily required by RAP.
 - (a) The RAP, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TPL during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the TPL during the Term, including materials, parts or equipment furnished in connection with such work or operations.
 - (b) For any claims related to this Agreement, TPL's insurance coverage shall be primary insurance with respect to RAP, its officers, agents and employees.
 - (c) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - (d) TPL shall in all instances require their Contractor to have RAP as additionally insured.
15. Final Acceptance. Upon notice from TPL that the Improvements on the Prospective Property have been installed in accordance with the Plans and Specifications, RAP or its

designee shall, within fifteen (15) working days of such notice, perform a final inspection; provided, however, that TPL shall not deliver such notice to RAP until TPL has: (1) obtained all necessary regulatory approvals; (2) submitted to RAP the completed Punch List prepared by RAP or its designee pursuant to Section 11; and (3) submitted to RAP the waivers and releases required under Section 17 of this Agreement. If RAP's final inspection discloses any deficiencies, RAP shall prepare a new Punch List for completion by TPL and Contractor. Upon RAP's inspection and decision to accept the work, RAP will submit the project to the Board of Recreation and Park Commissioners for final approval and acceptance. Upon approval by the Board of Recreation and Park Commissioners, RAP shall prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL. Upon receipt of the Acceptance Letter, TPL shall immediately remove all of its property from the Prospective Property and shall repair, at TPL's cost, any damage to the Prospective Property caused by such removal or caused by TPL's construction activities on the Prospective Property. Prior to delivery by RAP of the Acceptance Letter to TPL, RAP shall not allow public use of the Improvements.

16. Assignment and Assumption of Grant Agreement. Some obligations of the Grant Agreement, (e.g., provisions pertaining to accepted uses and maintenance of the Improvements), extend beyond installation of the Improvements by TPL and acceptance thereof by RAP. Upon and subject to the approval of the Board of Recreation and Park Commissioners, RAP shall assume and accept the obligations of the Grant Agreement pertaining to use and maintenance of the Prospective Property and Improvements and the land tenure requirements discussed in Section 1(c) above, and TPL and RAP each agree to execute an assignment and assumption agreement for such obligation in a form acceptable to RAP once RAP has delivered the Acceptance Letter to TPL and once such assignment and assumption is approved by the RAP Board.
17. Delivery of Improvements. Following Final Acceptance by RAP, TPL shall deliver the Improvements free of all liens, easements or potential claims and shall provide RAP fully executed waivers and releases from the Contractor and all other contractors and subcontractors of all claims against RAP, its employees and agents. TPL shall assign to RAP any warranties or guaranties attendant or concomitant to its contracts with the Contractor and any other contractors and subcontractors. TPL shall also assign to RAP the right to any available remedies for latent defects. TPL shall deliver as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications.
18. Signage. RAP agrees that TPL shall have the right to erect informational plaques or signs on the Prospective Property, detailing proper use of Improvements and acknowledging the contributions of TPL, the grantors under the Grant Agreement, and community-based organizations, subject to the prior approval by RAP and the Board, and contingent upon the receipt of all necessary approvals pursuant to normal RAP procedures. Signage shall be installed by TPL during installation of the Improvements or by RAP following Final Acceptance but not prior to receiving approval by RAP and the Board. The Board of Recreation and Park Commissioners shall have the sole right to name the Prospective Property according to its naming policy.
19. Publicity. RAP and TPL agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement, or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. RAP and TPL agree to notify each other in writing of any press release, public announcement, or marketing of the Improvements at the Prospective Property. Any press release, public announcement, marketing

materials or brochures, prepared by either RAP or TPL regarding the installation of the Improvements shall appropriately acknowledge the contributions of both Parties. To the extent stipulated in any Grant Agreement, RAP and TPL shall duly notify any grantors, and each other, prior to any public or media events publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. RAP and TPL shall coordinate the scheduling and organization of any public or media event regarding the installation of the Improvements to provide the opportunity for attendance and participation by officials and/or representatives of both Parties; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either Party, in whole or in part pursuant to installation of the Improvements, shall contain any acknowledgements required under any Grant Agreement.

20. Termination. Any failure of TPL to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that TPL shall have a period of 15 business days from the date of written notice from RAP of such failure within which to cure such default under this Agreement. If such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, RAP shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

TPL shall have the right to terminate this Agreement if, despite TPL's good faith efforts, TPL is unable to secure grant funding for the installation of the development and construction of the Improvements on the Prospective Property.

If TPL successfully completes the installation of the Improvements on the Prospective Property and receives the Acceptance Letter from RAP then this Agreement shall specifically not be terminable by RAP with respect to any continuing obligations under the Grant Agreement for the maintenance and operation of the Improvements for which the Acceptance Letter is received, including the land tenure requirement of an applicable California Natural Resources Agency Grant Agreement.

21. Use and Maintenance of Prospective Property and Improvements. RAP may only use the Prospective Property and Improvements in a manner which is consistent with the terms of the Grant Agreement, and RAP assumes the obligations for use and maintenance of the Prospective Property and the Improvements for the time and in the manner specified in the Grant Agreement, provided such assumption is approved by the Board. RAP shall make no other use or sale or other disposition of the Prospective Property, except as authorized under the Grant Agreement. This Agreement shall not prevent the transfer of the property from RAP to another public agency, if the successor public agency assumes the maintenance and operation obligations imposed by the Grant Agreement to the satisfaction of the grantor, provided that such transfer is allowed under applicable City laws and regulations.
22. Memorandum of Grant Agreement. To the extent required under the terms of any applicable Grant Agreement, RAP agrees to execute (with notarized signatures) and deliver to TPL an original memorandum or notice of the Grant Agreement in a form acceptable to RAP. TPL may record any such memorandum or notice of Grant Agreement in the Official Records of Los Angeles County, California.

23. CEQA Compliance. RAP shall work with TPL to provide an Environmental Compliance Certification Form as needed, which certifies the Project is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). TPL shall be responsible for all costs associated with the completion of said process.
24. Miscellaneous.
- (a) Any amendments to this Agreement must be in writing signed by TPL and RAP and must be approved by the Board of Recreation and Park Commissioners. This Agreement may be signed in counterparts.
 - (b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.
 - (c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Property as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City and County of Los Angeles's charter, its municipal code and applicable state and federal laws, building codes and regulations.
 - (d) Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto as Exhibit A, is hereby incorporated by reference

Except as expressly provided to the contrary, all approvals, consents and determinations to be made by RAP hereunder may be made by General Manager of RAP or his or her designee in his or her sole and absolute discretion.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement to be executed as of the date first written above.

Executed this _____ day
of _____, 2024

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its BOARD
OF RECREATION AND PARK
COMMISSIONERS

By signing below, the signatory attests that
they have no personal, financial, beneficial,
or familial interest in this Agreement.

By _____
President
By _____
Secretary

Executed this _____ day
of _____, 2024

THE TRUST FOR PUBLIC LAND, a California
non-profit public benefit corporation

By _____
Guillermo Rodriguez,
California State Director

Approved as to Form:
HYDEE FELDSTEIN SOTO,
City Attorney

ATTEST:
HOLLY L. WOLCOTT,
City Clerk

By _____
BRENDAN KEARNS
Deputy City Attorney

By _____
Deputy City Clerk

Date _____

Date _____

Council File Number: _____ Date of Approval: _____

Said Agreement is Number _____ of City Contracts

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

SB

9/18/2023

GRANTEE NAME: The Trust for Public Land

PROJECT TITLE: Green Parkways: NE Valley

AUTHORITY: Budget Act of 2022 (Chapters 43, 45 and 249, Statutes of 2022)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2217-0

TERM OF LAND TENURE: 20 years from date of project completion as evidenced by the Certification of Completion Form

SM 9/18/2023

PROJECT PERFORMANCE PERIOD: May 1, 2023 to March 1, 2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to the Budget Act of 2022 (Chapters 43, 45 and 249, Statutes of 2022).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: \$1,000,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

THE TRUST FOR PUBLIC LAND

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By: Guillermo Rodriguez
Guillermo Rodriguez

By: Andrea Scharffer
Andrea Scharffer

Title: California State Director

Title: Deputy Assistant Secretary, Bonds & Grants

Date: 9/19/2023

Date: 9/20/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING				AGREEMENT NO.		FUND					
\$1,000,000.00				GF2217-0		0001 – General Fund					
ADJ. INCREASING ENCUMBRANCE						FISCAL PO NO.					
ADJ DECREASING ENCUMBRANCE				FUNCTION							
				Local Assistance							
UNENCUMBERED BALANCE		REF NO.		FUND		ENACTMENT YEAR		ACCOUNT NO.		ALT ACCOUNT	
		1021		0001		2022		5432000		5432000000	
PROGRAM	PCBU	PROJECT		ACTIVITY		RPTG STRUCTURE		SVC LOCATION		AGENCY USE	
0320	0540	0540GF22170		22204		05402001		22204			2023

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

9/26/2023

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: The Trust for Public Land

PROJECT TITLE: Green Parkways: NE Valley

AGREEMENT NUMBER: GF2217-0

AUTHORITY: Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

The project will install urban greening, pedestrian improvements, and stormwater capture features in Paxton Park along Haddon Avenue and in the nearby pedestrian tunnel under Highway 118 in Pacoima.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions



1. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall provide a copy of the fully executed use agreement between Grantee and the City of Los Angeles Department of Parks and Recreation for the development, operation and maintenance of this Project.
2. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement

4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes

as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.
11. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

12. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - e. Overhead costs are generally limited to a maximum of 15% of total direct costs.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of

funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.
3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and

non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State 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 State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers,

agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TWENTY (20) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.
3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair

Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of

the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT****General Fund Specified Grant FY 2022-2023**

Grantee Name: The Trust for Public Land

Project Title: Green Parkways: NE Valley

Agreement Number: GF2217-0

Project Scope:

The Project installs urban greening, pedestrian improvements, and stormwater capture features in Paxton Park along Haddon Avenue in Pacoima. In addition, the existing unlit pedestrian tunnel under Highway 118 next to the park will be improved with lighting and a mural. The Project will create a safer connection for pedestrians traveling from the Pacoima Wash to the larger Transformative Climate Communities project on Haddon Avenue south of Highway 118.

Project elements funded by General Fund grant:

- Construction management
- Labor compliance
- Design
- Permits
- Site preparation
- Approximately 15 15-gallon trees with bubbler irrigation
- Approximately 100 linear feet of bioswales
- 500 shrubs and groundcover plants
- Approximately 75 cubic yards of mulch
- Upgrade and expand existing irrigation system to approximately 12,000 square feet
- Approximately 930 linear feet of root barrier
- Approximately 250 linear feet of Omega steel fencing
- One ADA compliant walking and bike path including eight lights within Paxton Park.
- Lighting for existing pedestrian tunnel
- Site amenities including approximately:
 - 1 mural
 - 3 benches
 - 3 picnic tables with shade
 - 2 shade structures over bleachers
 - 5 fitness stations
 - 1 play equipment
 - 6 trash receptacles
 - 2 bicycle racks
 - One hydration station with potable water connection
 - Directional signage

The public will access the project along Haddon Avenue and via the future Pacoima Wash Greenway.

EXHIBIT A

Project Schedule:

Activity Description	Timeline
Concept design	May 2023 – July 2023
Permit coordination	July 2023 – October 2023
Design development/Construction drawings	July 2023 – October 2023
Permitting	August 2023 – November 2023
Prepare bid packages and hire General Contractor	December 2023 – March 2024
Construction Period	March 2024 – January 2026
Submit Project Closeout package	February 2026

Cost Estimate: See Exhibit A-1

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**



**Exhibit A-1: Cost Estimate
The Trust for Public Land
Green Parkways: NE Valley
GF2217-0**

Project Elements		Total Cost*	General Fund Grant
NON-CONSTRUCTION			
1	Direct Project Management		
A	Construction Manager Consultant	\$ 100,000.00	\$ 100,000.00
B	Labor Compliance Consultant	\$ 3,000.00	\$ 3,000.00
Subtotal Task 1		\$ 103,000.00	\$ 103,000.00
2	Planning, Design, and Permitting		
A	Design Consultant	\$ 135,000.00	\$ 135,000.00
B	Permit Costs	\$ 5,000.00	\$ 5,000.00
Subtotal Task 2		\$ 140,000.00	\$ 140,000.00
SUBTOTAL NON-CONSTRUCTION:		\$ 243,000.00	\$ 243,000.00
CONSTRUCTION			
3	Construction		
A	Soil Testing	\$ 16,000.00	\$ 16,000.00
B	Mobilization & Clearing	\$ 56,000.00	\$ 56,000.00
C	Traffic Control, SWPPP, Survey	\$ 43,000.00	\$ 43,000.00
D	ADA Walking and Bike Paths	\$ 66,000.00	\$ 66,000.00
E	Landscape Planting & Irrigation	\$ 154,000.00	\$ 154,000.00
F	Fencing, Lighting and Signage	\$ 71,000.00	\$ 71,000.00
G	Site Amenities (mural, hydration station, bike rack, trash receptacle, benches, picnic tables, shade structures)	\$ 135,000.00	\$ 135,000.00
H	Fitness and Play Equipment	\$ 86,000.00	\$ 86,000.00
SUBTOTAL CONSTRUCTION:		\$ 627,000.00	\$ 627,000.00
4	Contingency		
A	Contingency	\$ 130,000.00	\$ 130,000.00
PROJECT TOTAL		\$ 1,000,000.00	\$ 1,000,000.00

*All project expenditure documentation should be available for audit whether paid with grant funds or other funds.

**In-service payroll may not include a "billable rate" or administrative cost allocation.

***Overhead costs are allowable and generally limited to 15% of total direct costs of the grant.