

APPROVED

MAY 18 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-094

DATE May 18, 2023

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BALDWIN HILLS AND URBAN WATERSHEDS CONSERVANCY CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) GRANT FOR THE SLAUSON-CONNECT PARK PROJECT — AUTHORIZATION TO APPLY AND SUBMIT GRANT APPLICATION; GRANT RESOLUTION; AND ACCEPTANCE OF GRANT AWARD IF AWARDED

B. Aguirre _____ M. Rudnick _____
C. Santo Domingo _____ *N. Williams _____
B. Jackson _____

NDW

9/ki

General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary Sakisha Sarden

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to submit the Baldwin Hills and Urban Watersheds Conservancy (BHUWC) Proposition 68 Grant for the Slauson-Connect Park Project (Grant), as detailed in this Report and the Grant application attached hereto as Attachment, subject to the approval of the Mayor and City Council;
2. Approve the Resolution attached as Attachment No. 1 to this Report (Resolution), and recommend City Council adopt such Resolution as required under the Grant;
3. Direct RAP staff to transmit a copy of this report to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council for approval pursuant to the Los Angeles Administrative Code Section 14.6 et seq.;
4. Authorize RAP's General Manager to accept and receive the BHUWC Prop 68 Grant funds for the Project, if awarded and subsequent to Mayor and City Council approval of such acceptance, and to execute a grant agreement in substantially the form set forth as Attachment No. 2 to this Report for the Project scope and amount as more fully set forth in this Report, subject to the approval of the Mayor and City Council and City Attorney approval as to form;
5. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205;

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6. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

On June 5, 2018, Proposition 68 (Prop 68) was passed by a majority of California voters to fund a \$4.1 billion "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor for All Act of 2018". The purpose of Prop 68 is to fund state and local parks, beaches, environmental protection and restoration, water infrastructure, and flood protection projects. Under the Chapter 8 of Proposition 68, \$180,000,000 is allocated to the State Conservancy, Wildlife Conservation Board, and Authority Funding of which \$6,000,000 is allocated to the Baldwin Hills and Urban Watersheds Conservancy (BHUWC).

In mid-February 2023, RAP was invited to apply for the BHUWC Prop 68 Grant. The BHUWC Prop 68 Grant program would provide funds of \$2,257,000 that would benefit the BHUWC territory in one of the four categories: 1) Resource Protection and Restoration; 2) Vegetation Management and Fire Safety; 3) Visitor Serving Development and Improvement; or 4) Community Access, Education and Interpretation Projects.

A Los Angeles County Metropolitan Transportation Authority (MTA) property located at 5820 Normandie Avenue, Los Angeles 90047, has been identified by Council District (CD 9) to be within the BHUWC territory. RAP has been working with CD 9 and Public Works Bureau of Engineering (BOE) to create a new park. MTA would be leasing the subject property to the City to operate and maintain the project improvements. The Project grant scope under BHUWC Prop 68 grant is as follows:

- 1) Pedestrian Paving (Walking Path within Park with Historical Trail Pavement Treatment)
- 2) Athletic, Recreational, and Playfield Areas (Resilient surfacing)
- 3) Site Development (Green/Living Walls, Site Structures, Park Site Fixture of Furniture & Equipment, excluding Self-Cleaning Restroom & Park Signage)
- 4) Landscaping (Drought Tolerant Planting, Green Infrastructure Learning Area, Turf Areas, Trees, Ground Coverings, Park Irrigation)

The project budget for the grant award is \$2,257,000. The Grant application is attached as Attachment 3 of this Report.

Although matching funds are not required, the BHUWC Prop 68 application would be more competitive by providing additional funds to the Project. Thus, the City will be committing \$1,991,000 in Proposition K funds to cover site preparation and site utilities infrastructures for this park project.

The BHUWC Prop 68 Grant application deadline is June 30, 2023.

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Approved _____ Disapproved _____ Withdrawn _____

If Approved: Board President _____ Board Secretary _____

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2. Approve the Resolution attached as Attachment No. 1 to this Report (Resolution), and recommend City Council adopt such Resolution as required under the Grant;
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ENVIRONMENTAL IMPACT STATEMENT

The Los Angeles City Council approved a lease agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transit Agency (MTA) on June 7, 2021, for the lease of land on which the City would construct a public recreation building. ("Project"). (Council file 21-0581). The Council adopted a report recommending the Project is exempt from the requirements of the California Environmental Quality Act. (CEQA). Staff found that the current Project grant submittal and acceptance determination presented to the Board of Recreation and Parks Commissioners for consideration was envisioned as a component of the Project previously approved by the City Council, and thus presents no new potential environmental impacts to be independently analyzed under the California Environmental Quality Act.

FISCAL IMPACT STATEMENT

There is no anticipated fiscal impact to RAP's General Fund in connection with the application or acceptance of the Grant funds for the Slauson-Connect Park project. The maintenance of the proposed new park project will be determined when the proposed new park is completed by BOE and transferred to RAP for operation and maintenance.

This Report was prepared by Kai Wong, Service Coordinator, Grants Administration, Finance Division and reviewed by Bill Jones, Chief Management Analyst, Grants Administration, Finance Division

LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Baldwin Hills Conservancy Resolution
- 2) Attachment No. 2 – Baldwin Hills Conservancy Sample Agreement
- 3) Attachment No. 3 – Grant Application

COUNCIL FILE NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES
APPROVING THE APPLICATION FOR GRANT FUNDS FROM
BALDWIN HILLS AND URBAN WATERSHEDS CONSERVANCY (BHUWC) FOR
PROPOSITION 68 FUNDING FOR THE SLAUSON-CONNECT OPEN SPACE
PROJECT

WHEREAS, voters of California passed the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) in June of 2018. The State Legislature has appropriated funds to the Baldwin Hills and Urban Watersheds Conservancy (BHUWC) for capital outlay and local assistance projects within the territory. Funds are to be awarded for resource protection and restoration, vegetation management and fire safety, visitor-serving development and improvements, community access, education and interpretation projects consistent with the statute creating the BHUWC.

WHEREAS, the BHUWC has set forth the necessary procedures governing application for grant funds under the Proposition; and

WHEREAS, the Conservancy's procedures require the City Council of the City of Los Angeles to certify, by resolution, the approval of the application before submission of said application(s) to the Conservancy; and

WHEREAS, said application contains assurances that the City of Los Angeles must comply with; and

WHEREAS, the City of Los Angeles will enter into an Agreement with the Conservancy to provide funds for Slauson-Connect Park project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES HEREBY:

1. Approves the filing of an application with the BHUWC for Proposition 68 Funds for the above project; and
2. Certifies that the City of Los Angeles understands the assurances and certification in the application form; and
3. Certifies that City of Los Angeles will be responsible for the operation and maintenance of the project for so long as the City has site control of the project; including, but not limited to land acquisitions, capital improvement projects, and intellectual property-related deliverables (i.e. web-based content)

4. Certifies that City of Los Angeles has, or will have, sufficient funds to operate and maintain the project for so long as the City has site control of the project; or has the right to assign maintenance to another agency; and
5. Appoints the General Manager, Executive Officers, Assistant General Manager, or Chief Financial Officer of the Department of Recreation and Parks, 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 aforementioned project.

Approved and adopted the _____ day of _____, 2023.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of _____.

HOLLY L. WOLCOTT, City Clerk

By: _____

**GRANT AGREEMENT
BALDWIN HILLS CONSERVANCY**
State of California – The Resources Agency

GRANTEE	City of Los Angeles Dept. of Recreation and Parks		
PROJECT TITLE	Slauson Connect Park Project		
PERFORMANCE PERIOD	TBD	through	TBD

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Executive Officer of the Baldwin Hills Conservancy pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), agrees to fund the Project up to the Grant Amount.

PROJECT DESCRIPTION

See project description on the first page of the Grant Agreement.
Project is to be carried out in conformance with the attached scope of work in Exhibit A, (hereinafter referred to as the "Project") and all Contract provisions as stated herein.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$ 2,257,000 (Two Million Two Hundred Fifty-Seven Dollars and No Cents)
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The General and Special Provisions attached are made a part of and incorporated into the Contract.

GRANTEE		STATE OF CALIFORNIA	
GRANTEE NAME: Kounkuey Design Initiative (KDI)	AGENCY NAME: BALDWIN HILLS CONSERVANCY (BHC)	ADDRESS:	ADDRESS:
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE):		
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: David McNeill, Executive Officer		
DATE SIGNED:	DATE SIGNED:		

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT ENCUMBERED BY THIS DOCUMENT	AGREEMENT / AMENDMENT NUMBER	FUND TITLE: (Prop 68) California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018		
\$ 2,257,000	TBD			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	APPROPRIATION			
\$0.00	Local Assistance			
PROJECT NUMBER				
TOTAL AMOUNT ENCUMBERED TO DATE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$ 0.00				
T.B.A NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA
				PROJECT/ WORK PHASE

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

SIGNATURE OF ACCOUNTING OFFICER	DATE

**GRANT AGREEMENT
State of California – Baldwin Hills Conservancy**

Grantee Name: City of Los Angeles Dept. of Recreation and Parks
Project Title: Slauson Connect Park Project
Agreement No: BHCxxxx
Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
Program: Proposition 68
Appropriation: Local Assistance

PROJECT DESCRIPTION

INSERT

A detailed Project Scope and activities, Project Schedule and Project Budget are described and attached hereto as Exhibits A and B, respectively.

Grant Funds are to be used for planning, development, restoration, and acquisition of state and local parks, recreation areas and historical resources, and for land, air, and water conservation programs in accordance with the provisions contained in the Proposition 68 Grant Program and this Agreement.

**TERMS AND CONDITIONS OF GRANT
Special Provisions**

1. A resolution must be adopted by the Governing Body of the Grantee authorizing the execution of this Agreement and its terms and conditions.
2. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Proposition 68 signage requirements. Size, location and number of signs shall be determined by the State after consultation with Grantee and in compliance with Grantee's municipal code requirements. Required signage must be in place before Grant Funds for construction will be released.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
4. **Rights in Data:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Contract are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
5. Grantee shall comply with and satisfy all of the following conditions before the State will authorize Grantee to proceed with the construction of the Project:
 - A. Grantee's project representative shall present detailed progress reports as described in Section F2 of this Contract to the State during the performance period of the project. Said progress reports will be due in conjunction with requests for reimbursement and will include any changes made by the Grantee that affect the project's design or budget.
 - B. Grantee and the State shall cooperate fully to identify and resolve issues in a timely manner and shall consult with the Conservancy for all policy decisions and guidance. Grantee shall develop new Design Development documents for the project consistent with the agreed upon scope of work as described in Exhibit A and subject to the approval of the Conservancy.

General Provisions

A. Definitions

1. The term "Act" means Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Conservancy prior to award.

4. The term "Application Guidelines" means the Proposition 68 Grant Guidelines and Application.
5. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; Title 14, California Code of Regulations Section 15000 et seq.
6. The term "Contract" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
7. The term "Subcontractor" as used herein means any contractor or subcontractor that enters into an agreement with the Grantee pursuant to this Contract.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which all work for Project that is eligible for reimbursement must be complete and billed as described on page 1 of this Contract.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is capable of making daily management decisions.
10. The term "Design Development Documents" as used herein means the detailed drawings (plans, sections, elevations, specifications, etc.) and estimated costs of construction prepared by the Grantee.
11. The term "Construction Bid Package" as used herein means the detailed drawings (plans, sections, elevations, details, specifications, etc.) and estimated construction costs from which a bidder may prepare and submit a bid and associated budget through the public bidding process to be conducted by the Grantee.
12. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
13. 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).
14. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
15. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
16. The term "Conservancy" as used herein means the Baldwin Hills Conservancy.
17. 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.
18. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used beyond the Grant Funds provided by this Agreement.
19. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
20. The term "Project Budget" means the State approved cost estimate included as Exhibit B to this Agreement.

21. The term "Project Scope" means the description or activity for work to be accomplished by the Proposition 68 Grant Program.
22. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
23. The term "State" means the Baldwin Hills Conservancy or its representatives, or other political subdivision of the State.
24. The term "Monitoring" means the periodic checking of results of works against the targets laid down in the proposal, in order to ensure the effectiveness of the funding granted through the water bond, while simultaneously ensuring the longevity and sustainability of the infrastructure implemented on its behalf.
25. The term "Efficiency" means the quantity of time and resources put into the project relative to the outputs and outcomes they result in.
26. The term "Effectiveness" means the research process' success in attaining the goals and objectives proposed to the Conservancy by the grantee.
27. The term "Appropriateness" means usefulness of the project in comparison with other means of attaining the results being sought through project implementation.

B. Project Execution

1. Subject to the availability of funds under 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 agrees to periodic reviews by the State to determine if work is conducted in accordance with the approved Work Plan including a final review upon Project completion.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. 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 State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **TBD**.
5. Grantee agrees, to acknowledge the Conservancy as a source of funds in all public and inter-agency correspondence and exhibits related to the Project.
6. Grantee shall at all times ensure the Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.
7. Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date.
8. Changes to the scope resulting from CEQA compliance are permitted provided the State

determines that the project continues to meet all objectives of the Proposition 68 Grant Program and is consistent with the intent cited in the original Application.

9. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
 10. 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 shall certify to the State prior to commencement of construction that all applicable permits have been obtained.
 11. 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.
 12. 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.
 13. Grantee shall provide for public access to the Project in accordance with the intent of the Act.
 14. If acquisition of land is involved, grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
 15. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
- C. Progress Reports
1. Grantee shall submit Progress Reports on a quarterly basis, at minimum, during Project implementation.
 2. Progress Reports must be received and up-to-date before Payment Requests will be processed for payment.
- D. Project Costs
1. Any Grant Funds provided to Grantee under this Agreement 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. Up to ten percent (10%) of the reimbursement amount will be held back as a retention 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.
 2. Indirect and overhead costs shall not exceed 10% of the Grant Amount.

3. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, 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 increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing 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 preliminary costs as described in the program's grant guidelines.
4. Grant funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur during the Performance Period of the Contract and must be submitted for reimbursement within ninety (90) days of the Performance Period expiration date.

E. Payment Documentation:

1. All payment requests must be submitted using a completed Payment Request Form, attached as Exhibit C. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, employee pay rates and rate sheets, 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.
2. 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. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.

F. Project Administration

1. Grantee shall promptly submit written Project reports, deliverables 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 agrees to provide all technical and administrative services as needed for Contract completion; monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
3. Grantee ensures that the Contract requirements are met through regular communication with the State and progress reports. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.
 - a. The progress reports shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Contract. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices. Progress reports should directly address tasks, timelines, deliverables, milestones, and associated costs scheduled in the Plan referencing deliverables in Exhibit A.

b. The accompanying expenditure report should reflect tasks and deliverables in the quarterly progress report, including the projected costs associated with completion of remaining tasks. The sum of all quarterly expenditures should equal that of the approved Grant Amount. If at any point the Grantee exceeds the budgeted amount for completion of a task, it will be the Grantee's responsibility to notify the State and document steps taken to resolve the variance.

4. Disclosure Requirements - include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Contract:

"Funding for this project has been provided in full or in part through a Contract with the Baldwin Hills Conservancy (BHC) pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68),

The contents of this document do not necessarily reflect the views and policies of the BHC, nor does mention of trade names or commercial products constitute endorsement or recommendation of use."

5. Grantee shall use its best efforts to notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Contract and provide the opportunity for attendance and participation by BHC representatives.

6. Grantee must document steps taken in soliciting and awarding any first-tier subcontracts and submit them to the State for review and document all subcontractor activities in quarterly reports.

7. At the completion of this Project the Grantee Project Representative shall fill out and provide a project certification form to the State, attached as Exhibit D.

8. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

9. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

10. 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 **TBD**.

11. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

12. This Agreement may be amended by mutual agreement in writing between Grantee and 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 thirty (30) days before the effective date of the proposed amendment.

13. Grantee must document expenditures and account for all sources of other funds for the Project for review by the State.

14. Grantee indirect costs shall not exceed 10% of the project budget

G. Maintenance

1. The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the normal life of the Project or up to 20 years, consistent with the purposes for which this Grant was made. Grantee has the right to assign maintenance and operation to the

property owner or other agency pursuant to a Memorandum of Understanding or contract with the responsible entity prior to the end of the project performance period.

H. 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.
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 shall 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 acquisition of land for development and restoration of state and local parks, recreation areas and historical resources, and for land, air, and water conservation programs 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.
7. Final payment may not be made until the Project conforms substantially to this Contract as determined by the State.

I. Contingencies

1. Both parties agree that any contingency costs that are eligible for reimbursement shall be shared equally between the State and the Grantee until all State Grant Funds have been exhausted.

J. Loss of Grant Amount

1. The following actions may result in (1) the loss of all the Grant Amount allocated to Grantee that has not been disbursed or has been disbursed but has not yet been spent for project purposes,

or, (2) if a balance exists after Grant Funds have been disbursed and spent for project purposes, the following actions may require Grantee to return to State all remaining Grant Amount:

- a. A Grantee fails to return a signed Contract with the State within 60 days of receipt of the Contract.
- b. A Grantee fails to produce a Work Plan for approval by the State within 90 days of signing a Contract with the State.
- c. A Grantee fails to produce a Work Plan that is consistent with California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and the intent of State's objectives as stated in authorizing statute (Public Resources Code, Sections 79730-79738).
- d. A Grantee fails to complete the Project.

K. 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, flowing 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 and construction 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. Notwithstanding the foregoing, the Grantee or its authorized managing agency of the Project site shall assume full responsibility for the operation and maintenance of the Project upon certification of the completion of construction by the State. 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 Grantee because of the gross negligence of the State and 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.

L. 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, other matching funds, 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.

M. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

N. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
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.

O. 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.

P. 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.

Q. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

R. 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.

S. Assignment

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

EXEMPLAR

**Slauson Connect Park Project
PROJECT SCOPE & DELIVERABLES**

City of Los Angeles Dept. of Recreation and Parks will:

INSERT SCOPE

Project Deliverables:

- Project Administration
 - Progress Reports (submitted quarterly, at minimum)
 - Project Invoicing

EXEMPLAR

**Slauson Connect Park Project
PROJECT SCOPE & DELIVERABLES**

Project Site Map: **INSERT MAP**

EXEMPLAR

**Slauson Connect Park Project
PROJECT SCHEDULE**

EXEMPLAR

EXHIBIT B, Attachment 1

ELIGIBLE COSTS

COSTS EXPLANATION EXAMPLES

(All eligible costs must be supported by appropriate documentation.)

Personnel or Employee Services

- Must be computed according to the Grantee's prevailing wage or salary scales
- Must be computed on actual time spent on Project
- Must not exceed the Grantee's established rates for similar positions
- Wages and benefits
- Work performed by another section/department in agency
- Consultant Services
- Costs paid to consultants necessary for the Project
- Consultants must be paid in compliance with the Grantee's customary method and rate
- No consultant fee shall be paid to the Grantee's own employees without prior approval
- Costs paid to consultants necessary for the Project

Planning Costs

- Include planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs
- CEQA compliance
- Construction plans
- Master Plans

Personnel or Employee Services

- Must be computed according to the Grantee's prevailing wage or salary scales
- Must be computed on actual time spent on Project
- Must not exceed the Grantee's established rates for similar positions
- Wages and benefits
- Work performed by another section/department in agency

Consultant Services

- Costs paid to consultants necessary for the Project
- Consultants must be paid in compliance with the Grantee's customary method and rate
- No consultant fee shall be paid to the Grantee's own employees without prior approval
- Costs paid to consultants necessary for the Project

Miscellaneous

- Other Project-related costs
- Communications expenses
- Signs/Interpretive aids/Displays
- Travel costs are only to be reimbursed at the current State Rate(s) for travel.

EXHIBIT B, Attachment 2

INELIGIBLE COSTS

INELIGIBLE COSTS EXPLANATION EXAMPLES

(The following is a non-exclusive list of ineligible project costs.)

Operations and Maintenance Costs

- Costs necessary for the short or long-term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed

Non-fixed Equipment

- Equipment that is not permanently fixed to the project facility or used for construction

Mitigation Costs

- Costs associated with exclusively fulfilling mitigation requirements for this or other projects

Ceremonial or Publicity Expenses

- Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage)

Ineligible Travel

- Travel costs not directly associated with the project
- Travel claimed when no work time was claimed for the same period

Lobbying/Fundraising

- Costs associated with grant application preparation, for this grant or for others associated with this or any other project
- Costs associated with lobbying legislature or other bodies for funds for this or any other project

Contract Cost Overruns

- Unapproved contract costs overruns exceeding the allowable amount as per contract budget specification

EXEMPLAR

**Slauson Connect Park Project
BUDGET**

EXHIBIT B, Attachment 3

INSERT TABLE

EXEMPLAR

EXHIBIT C - Payment Request Form

State of California – The Resources Agency

BALDWIN HILLS CONSERVANCY

N/A
1. PROJECT NUMBER _____ 2. CONTRACT NUMBER _____

3. GRANTEE _____

4. PROJECT TITLE
 Advance Reimbursement Final | INVOICE # _____

5. TYPE OF PAYMENT _____

**6. PAYMENT INFORMATION
(ROUND ALL FIGURES TO THE NEAREST DOLLAR)**

- A. Total Grant Amount \$ _____
- B. Funds Billed to Date \$ _____
- C. Available (A. minus B.) \$ _____
- D. Amount of This Request \$ _____
- E. Remaining Funds after This Payment (C. minus D.) \$ _____

7. SEND WARRANT TO: _____ **ATTENTION:** _____

GRANTEE NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

8. SIGNATURE OF AUTHORIZED PERSON _____ TITLE _____ DATE _____

FOR BALDWIN HILLS CONSERVANCY ONLY

_____ BHC Executive Officer
PAYMENT APPROVAL SIGNATURE _____ DATE _____

PAYMENT INSTRUCTIONS

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

1. PROJECT NUMBER -- The number assigned by the State to this project.
2. CONTRACT NUMBER -- As shown in Certification of Funding section of the project contract.
3. GRANTEE -- GRANTEE name as shown on the project contract.
4. PROJECT TITLE -- Title of project for which payment is requested.
5. TYPE OF PAYMENT -- Check appropriate box.
6. PAYMENT INFORMATION
 - (a) Grant Project Amount -- The amount of state grant funds allocated to this project.
 - (b) Funds Billed to Date -- Total amount already billed for this project.
 - (c) Available -- (a. minus b.)
 - (d) Amount of This Payment Request -- Amount that is being requested.
 - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO – Grantee name, address, and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

EXEMPLAR

EXHIBIT D

PROJECT CERTIFICATION FORM

GRANTEE: _____

PROJECT NUMBER: BHCxxxx

GRANTEE CONTACT FOR AUDIT PURPOSES NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

PROJECT DESCRIPTION – list facilities developed and/or property acquired (use additional pages if necessary):

LIST OTHER FUNDS ON PROJECT (SOURCES AND **ACTUAL** AMOUNTS) (use additional pages if necessary):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____

IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above-named project(s) and that the project(s) is complete and we have made final payment for all work done.

Grantee Authorized Representative (signature)

Date

**State of California — Natural Resources Agency
BALDWIN HILLS CONSERVANCY**

GRANT APPLICATION FORM

PROJECT NAME		GRANT AMOUNT REQUESTED	
Slauson-Connect Park Development		\$2,257,000	
APPLICANT (Org. Name and Address)		TOTAL PROJECT AMOUNT	
City of Los Angeles Department of Recreation and Parks 221 N. Figueroa St., 2nd Floor Los Angeles, CA 90012		\$4,248,000	
APPLICANT'S AUTHORIZED REPRESENTATIVE (Name, Title, Phone)			
Jimmy Kim, General Manager, (213) 202-2633			
PROJECT ADDRESS (Including Cross-Street)			
5820 Normandie Boulevard Los Angeles, CA 90047			
COUNTY	SENATE DISTRICT	ASSEMBLY DISTRICT	
Los Angeles	District 30 Sydney Kamlager-Dove State Senator	District 54 Isaac Bryan Assemblyman	
PERSON W/ DAY-TO-DAY RESPONSIBLY FOR PROJECT (Name, Title, E-mail, Phone)			
Bill Jones, Chief Management Analyst, bill.jones@lacity.org, (213) 202-5657			
BRIEF DESCRIPTION OF PROJECT			
Develop a park with pedestrian walking path, athletic, recreational, and playfield areas, green/living walls, site structures, park site fixed furniture and equipment, green infrastructure learning area, irrigation, and landscaping			

TASK / MILESTONE	COST ESTIMATE	COMPLETION DATE
1. Site Clearing	\$71,000	October 2023
2. Site Demolition	\$78,000	October 2023
3. Hazardous Waste Remediation	\$155,000	October 2023
4. Site Earthwork	\$133,000	October 2024
5. Pedestrian Paving (Walking Path within Park with Historical Trail Pavement Treatment)	\$524,000	July 2025
6. Athletic, Recreational, and Playfield Areas (Resilient surfacing)	\$26,000	July 2025
7. Site Development (Green/Living Walls, Site Structures, Park Site FF&E, excluding Self-Cleaning Restroom & Park Signage)	\$1,279,000	July 2025
8. Landscaping (Drought Tolerant Planting, Green Infrastructure Learning Area, Turf Areas, Trees, Ground Coverings, Park Irrigation)	\$428,000	July 2025

9. Water Utilities (Park Irrigation)	\$103,000	July 2025
10. Sanitary Sewerage Utilities	\$32,000	July 2025
11. Storm Drainage Utilities	\$862,000	July 2025
12. Site Electric Distribution System (Park Electrical Utilities)	\$285,000	July 2025
13. Site Lighting (Park Lighting)	\$139,000	July 2025
14. Site Communications	\$133,000	July 2025
<i>I certify that the information contained in this project application form, including required attachments, is accurate.</i>		
NAME:		
SIGNATURE:		DATE:

GRANT APPLICATION FOR BHC PROP 68 FUNDS

Proposition 68: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access
for All Act of 2018

Application Checklist. All applications must be provided in 12-point font. The grant application must include the following:

		INCLUDED
1.	Cover page (no more than 1 page)	
2.	Table of Contents with corresponding page numbers.	
3.	A completed Application Checklist.	
4.	A completed grant application form. See P68 Grant Application on BHC website.	
5.	Identify only one (1) of the purposes of Chapter 8 of Proposition 68 Bond Law are achieved by the project and by which your application will be evaluated. <input type="checkbox"/> > Resource Protection and Restoration <input type="checkbox"/> > Vegetation Management and Fire Safety <input checked="" type="checkbox"/> > Visitor Serving Development and Improvement <input type="checkbox"/> > Community Access, Education and Interpretation Projects See Guidelines Section 4.3, Item 5.	
6.	A detailed scope of work, including a list of specific tasks, a detailed budget, and a timeline for project implementation (including an estimated completion date for each task)	
7.	Any preliminary project plans (i.e. drawings, conceptual or construction) as required	
8.	A detailed description of the need and urgency for the grant	
9.	A detailed description of how the project will provide multi-benefit ecosystem, water quality, water supply, and watershed protection and public benefits	
10.	A detailed description of how the project achieves one or more of the Purposes of Proposition 68. See Guidelines Section 4.3, Item 5.	
11.	A detailed description of how the project helps meet the State's greenhouse gas emissions reductions targets, including a quantification of the metric tons of CO ₂ or CO ₂ e removed or avoided, and an explanation of the methodology used to quantify this figure. See Guidelines: Section 2, Item 2.4 and Section 5 Item 2.5 and Section 6 Item 6.0 and EXECUTIVE ORDER B-30-15 (Brown).	

12.	A detailed description of how the project will promote and implement other relevant regional and state plans and policies. See Guidelines: Section 2	
13.	Indicate whether the project will have matching funds from private, local, or federal sources, and if so, to what extent (Include dollar amount.)	
14.	Indicate whether the project will benefit a disadvantaged community (Use the State Parks Community Fact Finder tool http://www.parksforcalifornia.org/communities to determine Median Household Income)	
15.	A detailed description of any new or innovative technology or practices that will be applied to the project;	
16.	A detailed method for monitoring and reporting on the progress and effectiveness of the project during and after project implementation;	
17.	A description of how the scope of work will further the Conservancy's strategic objectives; See Guidelines, Section 2.2. Strategic Objectives.	
18.	A description of how the scope of work will protect or enhance Ballona Creek (if applicable).	
19.	Completed CEQA document. See Attachment 1.	
20.	For Nonprofit Organizations, please submit completed Nonprofit Organization Pre-Award Questionnaire. See Attachment 2.	
21.	Conservancy's procedures require the Applicant to certify, by resolution, the approval of the application before submission of said application(s) to the Conservancy. See Attachment 3.	
22.	A completed payee data record (STD. 204) See Payee Data Form (STD. 204) on BHC website.	
23.	Corps Consultation Review Document (if applicable) See Attachment 4.	

Applications may be submitted electronically or via U.S. Mail.

Electronic: Send one PDF file (10 MB maximum size) to info@bhc.ca.gov. If you are unable to e-mail your application, you may mail or deliver the electronic files on a CD or other common file storage device.

U.S. Mail: The printed documents to
 Baldwin Hills Conservancy
Attn: Grant Program Manager
 5120 West Goldleaf Circle Drive
 Los Angeles, CA 90056.

PROJECT DESCRIPTION

Project scope is the part of project planning that involves determining and documenting a list of specific project goals, **deliverables**, features, functions, **tasks**, deadlines, and ultimately costs. In other words, it is what needs to be achieved and the work that must be done to deliver a project.

Describe each of the elements of the project description below with clear, but detailed answers.

1. **Need and urgency for the project.** Describe the specific problems, issues, or un-served needs the project will address. Include a detailed description of how the project will provide multi-benefit ecosystem, water quality, water supply, and watershed protection and public benefits.

This community lacks park and recreational access for the residents. It is one of the disadvantage and underserved community in South Los Angeles. According to the 2016 Los Angeles Countywide Comprehensive Park & Recreation Needs Assessment (Study Area #164), the County of Los Angeles has determined this location to be in a "Very High Need) study area for park access. The surrounding area consists of mostly industrial, commercial buildings/businesses and residential homes along the very congested intersection of Normandie Avenue and Slauson Avenue.

Another issue is that there is a lack of safety for pedestrians and bicyclists who must travel along the Slauson Avenue corridor. According to a 2014 Feasibility study, the lack of sidewalks along Slauson Avenue posed a risk for pedestrians and the lack of bike facilities exposed bicyclists using Slauson Avenue to riding constrained, unsafe on-safe conditions, and competing with heavy and fast-moving vehicular traffic. Pedestrians and bicyclists face substantial risks for injury since the interception of Slauson and Normandie is part of a high injury network according to the City of LA's High Injury Network project (HIN). The HIN project indicates that nearly half of the High Injury Network streets (such as Slauson/Normandie) are in communities burdened with the poorest health outcomes and economic conditions. This lack of safe transportation network disadvantages youth, families, individuals with disabilities, and seniors who live near Slauson and Normandie to safely access parks and recreation.

With the new park, it will provide an open space area that will include historical and botanical education opportunities along the path, Discovery Garden for outdoor classroom, a habitat garden with bee hotels/bird houses, and a picnic area; a multipurpose plaza with basketball hoop; and flexible lawn area with mounds. It will also provide a safe access to recreation and a safe transportation network to connect the community to greater Los Angeles City and County.

One of the other challenges that this community faces due to the lack of green spaces its air and other environmental pollution. According to CalEnviroScreen 3.0, "people of color and low income Californians are more likely to live in areas with higher toxic chemical releases." For the residents near the Slauson Connect project site, deleterious toxic release percentile for this census tract is higher than 76.32% of the census tracts in California for the presence of toxic air chemicals that may be released by facilities and industries. The particulate matter (PM2.5) percentile for this census tract is higher than 84% of the census tracts in California and its prevalence exposes residents to air concentration that may include organic chemicals, dust, soot and metals. Furthermore, the drinking water contaminant percentile is higher than 79% of the census tracts in California. The prevalence of these environmental contaminants reflects an urgent need to mitigate these poor environmental conditions through greater carbon sequestration by planting trees and urban greenery as well as providing safe cleaner water and sustainable environmental practices as envisioned in the Slauson Connect project.

The project will plant new trees, grass areas, and landscapes that will increase carbon sequestration and provide a cooler microclimate through shade and evapotranspiration. The new Slauson Connect park will have an underground cistern that will provide safe, clean, water use and promote water conservation. Further, new drinking fountains and bottle fillers within the park will be installed to provide clean drinking water to park visitors.

2. **Goals and objectives.** The goals and objectives should clearly define the expected outcomes and benefits of the project. Include the following:

a.) A detailed description of how the project achieves one or more of the purposes of Proposition 68.

The Slauson Connect Park project will provide the community access and safety to a new park and recreation amenities such as outdoor learning area, and picnic area for social gathering. The project will plant trees and add landscaping, to mitigate carbon sequestration and to provide shades.

b.) A detailed description of how the project helps meet the State's greenhouse gas emissions reductions targets, including a quantification of the metric tons of CO₂ or CO₂e removed or avoided, and an explanation of the methodology used to quantify this figure

See attached (GHG) Air Quality and Greenhouse Gas Technical Report. (280 pages PDF) Need to summarized the information or provide graph or table with brief explanation.

c.) A detailed description of how the project will promote and implement other relevant regional and state plans and policies

The Slauson-Connect project which includes the community center and the park, has integrated the Southern Pacific Trails project as part of the Slauson-Connect project. The Southern Pacific Trails project scope is for the beautification of the railroad right-of-way, landscaping trails, and irrigation. Because of its location, it became part of the Rail to River Active Transportation Project. As part of the Rail to River Active Transportation Project, new environmental practices implemented will be consistent with the Upper Los Angeles River Watershed Management Group (ULAR EWMP) goals for green infrastructure programs to provide multiple benefits to the communities of South Los Angeles. The City of Los Angeles is a major coordinating stakeholder in ULAR EWMP. Urban Greening: The project will plant new trees, grass areas, and landscapes that will increase carbon sequestration and provide a cooler microclimate through shade and evapotranspiration. The entire Segment A section of the Rail to Rail project (6 miles) which includes Slauson Connect will plant approximately 7.5 acres of landscaping including 600 trees. Clean and Efficient Water Management: The new Slauson Connect park will have an underground cistern that will provide safe, clean, water use and promote water conservation. Further, new drinking fountains and bottle fillers within the park will be installed to provide clean drinking water to park visitors. The Rail to River Active Transportation Project will install new landscaping along Slauson Avenue with low impact development and nature-based solutions such as infiltration planters, biofiltration and hybrid infiltration areas to reduce water pollutants. This will help ensure that green infrastructure makes up over 58 percent of the control measure capacity in the EWMP to be implemented by 2028. Energy Efficiency and Sustainability: The City of Los Angeles Department of Recreation and Parks (RAP) will use sustainable practices that minimize carbon emissions to mitigate effects of climate change. In addition, Proposition 68 projects' regional benefits will advance the City's Green New Deal policies to create a "more sustainable, equitable city." Among the highest standards

set by any city, the Green New Deal calls for a 50% reduction in greenhouse gas emissions by 2025 and increasing tree canopy in low-income, severely heat impacted areas by at least 50% by 2028.

d.) Indicate whether the project will have matching funds from private, local, or federal sources, and if so, to what extent (Include dollar amount.)

The project will have matching funds of \$13,245,200 from Proposition K to fund the Site Preparation, Site Utilities, Electrical Site Improvements, and Site Communications and to fund other the community center and other project scope that will not be cover by the Baldwin Hills Conservancy Proposition 68 grant scope.

3. **Site Description.** Describe the project site or area, including site characteristics that are tied to your project objectives (i.e.: for acquisition of habitat, describe current vegetation assemblages, condition of habitats, known wildlife migration corridors, etc.). When relevant, include ownership and management information.

The project site, located at 5820 Normandie Boulevard, begins at the Northeast corner of Slauson Avenue and Normandie Boulevard, and stretches east to Budlong Avenue. The overall project site is approximately 81-foot-wide by 1,250-foot-long (or approximately 0.24 mile), totaling approximately 101,250 square feet or 2.32 acres. The project site for the new Slauson Connect park is an abandoned and unused freight railroad right of way. The site was formerly used as a railway line. However, the alignment has since been abandoned and the site is now a right of way owned by Los Angeles County Metropolitan Transportation Authority (MTA). Thus, the site has never been used as a park. Further, the project site is not adjacent to an existing park. The nearest park is Harvard Park which is 0.7 miles away. The current project site will be converted to a new park (Slauson Connect) along the Rail to River Active Transportation Project which will link neighborhoods, schools, and other key destinations through the heart of South Los Angeles.

The site will be leased by MTA to the City via the Department of General Services (GSD) as the contract administrator for the ground lease. The lease agreement addresses a 50- foot wide by 1,250- foot - long swath of the site, for the Project. The remainder of the site, 31 foot wide by 1,250' long, will be developed by METRO as part of their River 2 Rail Project.

4. **Specific Tasks.** Identify the specific tasks that will be undertaken and the work that will be accomplished for each task.

#	Task Name	Description
1	Site Preparation	Site Clearing Site Demolition Hazardous Waste Remediation Site Earthwork
2	Site Improvement	Pedestrian Paving (Walking Path within Park with Historical Trail Pavement Treatment) Athletic, Recreational, and Playfield Areas (Resilient surfacing) Site Development (Green/Living Walls, Site Structures, Park Site FF&E, excluding Self-Cleaning Restroom & Park Signage)

		Landscaping (Drought Tolerant Planting, Green Infrastructure Learning Area, Turf Areas, Trees, Ground Coverings, Park Irrigation)
3	Site Utilities	Water Utilities (Park Irrigation) Sanitary Sewerage Utilities Storm Drainage Utilities
4	Electrical Site Improvements	Site Electric Distribution System (Park Electrical Utilities) Site Lighting (Park Lighting)
5	Site Communications	Phone lines and Wi-Fi
6		
7		

Add or delete rows as necessary.

5. Work Products. List the specific work products or other deliverables in which the project will result.

The community will have new park that will remove and beautify the blight in their neighborhood. It will create a new green open space which will also be a safe park space for residents who travel using the transportation network and/or use it for areas as the community focal points for physical fitness, family celebrations, and community events. Children can play at the Green Infrastructure Learning Area and walk along the Green Living Wall with their parents and friends. Taking walks, jogging or meeting along the new pathways and open space will provide regular and safe outdoor activities for intergenerational members of families including seniors, and youth, along with residents with disabilities and daily commuters who pass through the transportation corridor and ,ay enjoy the park features as they walk by.

6. Measuring Success. For projects involving restoration, construction or land acquisition, describe the plan for monitoring, evaluating and reporting project effectiveness, and implementing adaptive management strategies if necessary. Identify who will be responsible for funding and implementing ongoing management and monitoring.

The Public Works/Bureau of Engineering (BOE) will manage the Design and Construction of the Slauson Connect Park project, and will be responsible for reporting the Project’s effectiveness throughout Design and Construction. A Design-Build Project delivery Method has been adapted to address the volatile construction market, and to expedite the delivery of the facility.

The Department of Recreation and Parks (RAP) will be responsible for the management and monitoring of the grant.

7. Project Maps and Graphics. Provide the following project graphics with your application. Project maps and design plans should be combined into one pdf file with a maximum size of 5 MB. Project photos should be provided in jpg format.

- Regional Map – Clearly identify the project’s location in relation to prominent area features and significant natural and recreational resources, including regional trails and protected lands.

- Site-scale map – Show the location of project elements in relation to natural and man-made features on-site or nearby. Any key features discussed in project description should be shown.
- Design Plan – Construction projects should include one or more design drawings or graphics indicating the intended site improvements.
- Site Photos – One or more clear photos of the project site.

See Attachment No. ### on page ##.

PRELIMINARY BUDGET AND SCHEDULE

In the budget matrix below, relist the tasks identified in #4 above and for each provide: 1) the estimated completion date for the task, 2) the estimated cost of the task, and 3) the funding sources (applicant, Conservancy, and other) for the task. The table will automatically sum the totals for each row and column. To do this, highlight the whole table and press the F9 key on your keyboard.

Task Number	Task	Completion Date	Applicant's Funding	Baldwin Hills Conservancy Funds	Other Funds	Total Cost
1.0	Site Preparation					\$ 0
1.1	Site Clearing	October 2023	\$71,000			\$ 71,000
1.2	Site Demolition	October 2023	\$78,000			\$78,000
1.3	Hazardous Waste Remediation	October 2023	\$155,000			\$155,000
1.4	Site Earthwork	October 2024	\$133,000			\$133,000
2.0	Site Improvement					\$ 0
2.1	Pedestrian Paving (Walking Path within Park with Historical Trail Pavement Treatment)	July 2025		\$524,000		\$524,000
2.2	Athletic, Recreational, and Playfield Areas (Resilient surfacing)	July 2025		\$26,000		\$26,000
2.3	Site Development (Green/Living Walls, Site Structures, Park Site FF&E, excluding Self-Cleaning Restroom & Park Signage)	July 2025		\$1,279,000		\$1,279,000
2.4	Landscaping (Drought Tolerant Planting, Green Infrastructure Learning Area, Turf Areas, Trees, Ground Coverings, Park Irrigation)	July 2025		\$428,000		\$428,000
3.0	Site Utilities					\$ 0

3.1	Water Utilities (Park Irrigation)	July 2025	\$103,000			\$103,000
3.2	Sanitary Sewerage Utilities	July 2025	\$32,000			\$32,000
3.3	Storm Drainage Utilities	July 2025	\$862,000			\$862,000
4.0	Electrical Site Improvements	July 2025				\$103,000
4.1	Site Electric Distribution System (Park Electrical Utilities)	July 2025	\$285,000			\$285,000
4.2	Site Lighting (Park Lighting)	July 2025	\$139,000			\$139,000
5.0	Site Communications	July 2025	\$133,000			\$133,000
TOTAL			\$1,991,000	\$2,257,000	\$ 0	\$4,248,000

In Kind Services

In-kind services or contributions include volunteer time and materials, bargain sales, and land donations. Describe and estimate the value of expected in-kind services.

ADDITIONAL INFORMATION

Provide clear, concise answers to each question below. Unless otherwise specified, please limit your answer to one concise paragraph. See grant application instructions for more information. For question #4, limit your answer to 1-3 sentences per relevant plan. Most questions should be answered by all applicants, enter "**not applicable**" if a question does not pertain to your project.

1. **Proposition 68 Goals.** Which of the following purposes of Chapter 8 of Proposition 68 are achieved by the project [**check only one (1) that most applies to your project**]:

Purposes of Proposition 68 include:

- Resource Protection and Restoration.** The state provides funds which facilitate the protection and restoration of wildlife, habitat, and historical/archaeological resources, including habitat restoration projects.
- Vegetation Management and Fire Safety.** The state provides funds which facilitate fire safety and any required or recommended fuel modification zones.
- Visitor Serving Development and Improvement.** The state provides funds which provide for enhanced visitation, urban accessibility and safety to open space, parks and greenspace (including signage, restrooms, entrances, parking, trail building or repairs, etc...). This includes new projects to implement statutory requirements to provide better accessibility under the Americans with Disabilities Act (ADA).
- Community Access, Education and Interpretation Projects.** The state provides funds which are required to achieve or expand the outreach mission of the Conservancy and provide interpretive programs and materials to substantially enhance knowledge, appreciation, and enjoyment of the natural environment, open space, parklands and waterways.

2. **Consistency with other State Plans:** If the proposed project will help to implement or promote the goals of any of the State Plans listed below, check that plan and specify which goals, objectives, priority actions, etc. will be furthered by the project. Limit your answers to 1-3 sentences per plan.

- CA Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan
- California Water Action Plan

The Proposed Project will strengthen protections for climate vulnerable communities, bolster public health and safety to protect against increasing climate risks by implementing the following:

- The installation of drought tolerant native planting, shrubs, ground cover, vertical vine planting, and trees.
- Utilization of sub-surface irrigation systems for trees, shrubs, vines and bushes.
- The installation of a cistern to capture stormwater and to reuse it for subsurface irrigation
- The installation of an early learning children's playground, and educational plaques that teach the community about water conservation and the usage of drought tolerant/ native planting
- The installation of brightly covered paving (high albedo) to reflect sun, and subsequently reduce the Urban Heat Island effect for this project.

The elements noted above will reduce water consumption for the initial establishment and ongoing watering for the selected drought tolerant plants and trees. The educational components will further the State's goals to advertise to the community the importance of utilizing native and drought tolerant planting, as well as the importance of water conservation.

As the world continues to warm, it is anticipated that urban heat islands will increase the risk of residential fires. It is therefore imperative that we continue to design and construct green spaces in the urban areas of Los Angeles

3. California's 2017 Climate Change Scoping Plan.

- a. Identify which goals of the California Climate Change Scoping Plan the project will promote or implement.

The Project will implement strategies to sequester Carbon Dioxide and to capture, treat, and reuse stormwater.

- b. Identify the climate change/global warming plan(s) and any other regional or plans that apply to the specific project area. For each, list those goals, objectives, priority actions, etc. that the project will promote or implement.

The Project seeks to meet the goals of the following climate change policies:

- California Executive Order B-30-15
- California Global Warming Solutions Act of 2006 – also known as AB 32
- Senate Bill 32 (SB 32) (Pavley, Chapter 249, Statutes of 2016), California Global Warming Solutions Act of 2016: emissions limit and Assembly Bill 197 (AB 197) (E. Garcia, Chapter 250, Statutes of 2016), State Air Resources Board: greenhouse gasses: regulations.
- Senate Bill 350 (SB 350) (De Leon, Chapter 547, Statutes of 2015), Golden State Standards

The planting installed as part of the Project will sequester 1,149,559.9 pounds of CO2

4. Best Scientific Practices. Describe how the project is consistent with best scientific practices where achievable and appropriate.

For this project, the Best Scientific Practices is not applicable. However the Best Management Practices is to 1) use sandbags to manage water erosion and pollution during construction and 2) use plant palettes of California native species and plants that are drought tolerant and help reduce water consumption, maintenance, and hardscape repair costs.

5. New Technology. Does the project employ new or innovative technology or practices? If yes, describe those technologies and/or practices.

The Project will incorporate LED lighting and security cameras, water conserving sub surface irrigation systems and a cistern to capture, treat and reuse stormwater runoff.

6. Sustainability. Describe how the project will deliver sustainable outcomes in the long-term.

The project will 1) incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release. 2) Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors,

or on-site water recycling that reduces potable water consumption, or the project will not require additional use of water. 3) At least 10% of the materials for the project construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling or recoverable materials generated during construction. 4) Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and round cover.

7. Project and Applicant History: Provide a history of the project, and any background information not provided in the project description. Is the project related to any previous or proposed Baldwin Hills Conservancy projects? If so, which ones and how are they related?

The Slauson Connect project at the site location also entails a 12,000-square-foot multifaceted facility that will house flexible multipurpose rooms to accommodate a variety of recreation related programs, a childcare center, and after school classrooms, with a primary focus on youth recreational programming. The project also will include restrooms at the park. This project is not related to any previous or proposed Baldwin Hills Conservancy projects.

8. Environmental Review: Projects funded by the Conservancy must be reviewed in accordance with the California Environmental Quality Act (“CEQA”). CEQA does not apply to projects that will not have either a direct or indirect effect on the environment. For all other projects, if the project is statutorily or categorically exempt under CEQA, no further review is necessary. If the proposed project is not exempt, it must be evaluated by a public agency that is issuing a permit, providing funding, or approving the project, to determine whether the activities may have a significant effect on the environment. The evaluation results in a “Negative Declaration (Neg. Dec),” “Mitigated Negative Declaration (MND),” or “Environmental Impact Report.” **See CEQA Compliance Certification document in Attachment 1 to this application.**

Please select the appropriate answer:

The proposed project....

Is not a project under CEQA. Briefly specify why.

Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption.

Requires Negative Declaration, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date. Please note that the Conservancy will need to review and approve any CEQA document and cannot present a project to the Conservancy Board for funding consideration without a completed CEQA document.

Please see Attachment No. ### on page ##.

9. Support: Obtain letters from the public agencies, identified project partners, park owner/operator non-profit organizations, elected officials and other entities and individuals that will support the project.

Please see Attachment No. ### on page ##. There are XXX Support Letters from the communities supporting the project.

10. Regional Significance: Describe the regional significance of the project with respect to recreation (regional trails and parks, staging areas, environmental education facilities, etc.), agricultural resources, and natural resources (including listed species, identified high priority habitat, wildlife corridors, watersheds, and agricultural soils).

The project will sit as a node along the METRO Rail to River (R2R) Pedestrian and Bikeway Project. Both Projects sit on the former site of a now defunct Railway that once served all of South Los Angeles.

11. Disadvantaged Communities. Does the project benefit a disadvantaged or severely disadvantaged community? If yes, specify which community and how it will be benefited by the project.

Disadvantaged Community (DAC) — Census block-groups with a Median House Hold Income (MHHI) less than 80% of the California MHHI. The threshold is derived from American Community Survey 5-year estimates at the block-group geographic level, per the California Public Resources Code (PRC), Section 75005(g).

Severely Disadvantaged Community (SDAC) — Census block-groups with a Median Household Income (MHHI) less than 60% of the California MHHI. The threshold is derived from American Community Survey 5-year estimates at the block-group geographic level, per the California Public Resources Code (PRC), Section 75005(g).

Use the State Parks Community Fact Finder tool to determine State Median Household Income (MHHI); Go here <http://www.parksforcalifornia.org/communities>

The project will benefit the South Los Angeles community. According to the Community FactFinder Report Project ID #109537, it has zero park acres per 1,000 residents. The nearest park, Harvard Park is 0.7 miles from the project location. The residents around this project site will have access to a new park within ½ miles.

Please see Attachment No. ### on page ##.

12. Need for Conservancy Funds: What would happen to the project if no funds were available from the Conservancy? What project opportunities or benefits could be lost and why if the project is not implemented in the near future?

If there are no funds available from the Conservancy, the project will be delay until additional funds are found. The community will have to wait for another two years or so for the project to be implemented and another two years to enjoy the park and recreation access.

13. Vulnerability from Climate Change Impacts Other than Sea Level Rise: Using the latest regional scenarios, predictions and trends, describe how the project objectives or project may be vulnerable to impacts (fire, drought, species and habitat loss, etc.) from climate change, other than sea level rise, coastal erosion or flooding. Identify design, siting, or other measures incorporated into the project to reduce these vulnerabilities.

The Project seeks to reduce the climate vulnerability in the surrounding neighborhood, that may be realized in a fire, and/ or drought, by installing drought tolerant trees and planting, and water reuse systems to effectively reduce the Urban Heat Island effect.

14. Greenhouse Gas Emissions/Climate Change: If the proposed project will result in production of greenhouse gas emissions (including construction impacts and vehicle miles travelled as part of a public access component), describe the measures your project includes to reduce, minimize or avoid greenhouse gas emissions through project design, implementation construction, or maintenance. What, if any, are the possible sources or sinks of greenhouse gases for your project, such as carbon sequestration from habitats at the site? If one of the project goals is to sequester carbon (reduce greenhouse gas concentrations), how do you intend to ensure continued long-term sequestration while achieving project objectives? Do you have any plans to seek carbon credits for the carbon sequestration activities on the project site?

The Project seeks to reduce GHG emissions by installing native drought tolerant Trees and plants, which will subsequently sequester 1149559.9 pounds of carbon. We currently do not intend to seek carbon credits for the sequestration activities.

15. Willing Seller: Projects that involve acquisition of property must involve a willing seller. If your project includes property acquisition, please describe the status and expected conclusion of landowner negotiations.

Not Applicable.

16. Conservation Corps. For restoration and ecosystem protection projects, Grantee to include Corps Consultation Review Document (if applicable); Indicate whether the project will use the services of local or state conservation corps **See Attachment 4** to this application.

Please see Attachment No. ### on page ###.

The California Conservation Corps has responded that the landscaping work is feasible.

ATTACHMENT 2 – Non-Profit Organization Pre-Award Questionnaire
NOT APPLICABLE

“Nonprofit organization” means a nonprofit corporation qualified to do business in California and qualified under Section 501(c)(3) of the Internal Revenue Code. All nonprofit organizations must complete this questionnaire and include it in their application.

CONTACT INFO

Organization	Not Applicable		
Contact Person		Email	
Phone		Fax	

GENERAL INFORMATION

1. Please attach a copy of your most recent financial reports with your response to this questionnaire.
2. Have you had a financial audit within the last three years by an independent auditor?
 Yes No

If yes, please provide a copy of the audit report.

3. Does your organization have appropriate segregation of duties to prevent one individual from processing an entire financial transaction? Yes No
4. Does your organization have controls to prevent expenditure of funds in excess of what is approved in your project budget? Yes No
5. Does your organization have a conflict of interest policy? Yes No
6. How much unrestricted money does your organization raise annually?
7. Is there a Finance Committee of the board of directors, or does the Board make all financial decisions?
8. What are the Treasurer’s duties?

CASH MANAGEMENT

9. Are grant funds accounted for through segregated accounts? Yes No
10. Are all disbursements properly documented with evidence of receipt of goods or performance of service? Yes No

PAYROLL

11. Does your organization have a time reporting system developed to determine and explain proper labor and overhead charges billed to the grant? Yes No

12. Have you developed procedures to ensure fair and competitive contracting? Yes No

13. Is there an effective system of identifying expenditures for time, travel and purchase of supplies to determine relevancy to individual grant projects? Yes No

PROPERTY MANAGEMENT

(Complete this section, if State grants will be used to purchase physical assets.)

14. Are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts? Yes No

15. Are there effective procedures for authorizing and accounting for the disposal of property and equipment? Yes No

INDIRECT COSTS

16. Does the organization have an established methodology for calculating indirect costs or overhead? Yes No

17. Is this used consistently for all grants and contracts? Yes No

COST SHARING

18. Does the organization have a means to determine and document that it has met cost-sharing goals for each project? Yes No

19. Do your financial records identify the receipt and expenditure of funds separately for each grant or contract? Yes No

COMPLIANCE

20. Does your organization have a formal system for complying with the payment of prevailing wages? Yes No

21. Does your organization have a system in place to ensure it does not use contractors who may be suspended or debarred from receiving federal or state contracts? Yes No

I certify that the above information accurately represents the organization of which I am a representative.

Name and title of person completing questionnaire:

NAME:	
SIGNATURE:	DATE:

Attachment 3 – Resolution Template (Prop 68)

COUNCIL FILE NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES

APPROVING THE APPLICATION FOR GRANT FUNDS FROM

THE BALDWIN HILLS CONSERVANCY

FOR PROPOSITION 68 FUNDING FOR THE SLAUSON-CONNECT OPEN SPACE PROJECT

WHEREAS, voters of California passed the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) in June of 2018. The State Legislature has appropriated funds to the BHC for capital outlay and local assistance projects within the territory. Funds are to be awarded for resource protection and restoration, vegetation management and fire safety, visitor-serving development and improvements, community access, education and interpretation projects consistent with the statute creating the Baldwin Hills Conservancy (BHC).

WHEREAS, the Baldwin Hills Conservancy has set forth the necessary procedures governing application for grant funds under the Proposition; and

WHEREAS, the Conservancy’s procedures require the City Council of the City of Los Angeles to certify, by resolution, the approval of the application before submission of said application(s) to the Conservancy; and

WHEREAS, said application contains assurances that the City of Los Angeles must comply with; and

WHEREAS, the City of Los Angeles will enter into an Agreement with the Conservancy to provide funds for Slauson-Connect Park project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES HEREBY:

1. Approves the filing of an application with the Baldwin Hills Conservancy for Proposition 68 Funds for the above project; and
2. Certifies that the City of Los Angeles understands the assurances and certification in the application form; and
3. Certifies that City of Los Angeles will be responsible for the operation and maintenance of the project for so long as the City has site control of the project; including, but not limited to land acquisitions, capital improvement projects, and intellectual property-related deliverables (i.e. web-based content)
4. Certifies that City of Los Angeles has, or will have, sufficient funds to operate and maintain the project for so long as the City has site control of the project; or has the right to assign maintenance to another agency; and
5. Appoints the General Manager, Executive Officers, Assistant General Manager, or Chief Financial Officer of the Department of Recreation and Parks, 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 aforementioned project.

Approved and adopted the _____ day of _____, 2023.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of _____.

HOLLY L. WOLCOTT, City Clerk

By: _____

ATTACHMENT 4 – Corps Consultation Process & Document

California Conservation Corps and Certified Community Conservation Corps Proposition 68 – Parks, Environment and Water Bond Guidelines *Corps Consultation Process*

Applicants for grants from the Conservancy for restoration and ecosystem protection projects shall consult with representatives of the California Conservation Corps (CCC) and the California Association of Local Conservation Corps (CALCC), the entity representing the certified community conservation corps, (collectively, “the Corps”) to determine the feasibility of the Corps participation.

Applicants seeking funds for Proposition 68 projects should consult with representatives of CCC AND CALCC (hereafter collectively referred to as Corps) to determine the feasibility of the Corps’ participation. **Both CCC and CALCC must be consulted prior to application submission.**

The Corps have developed the following consultation process:

Step 1: Prior to submittal of an application, the Grantee will compile the following information:

- Project Title
- Project Description (identifying key project activities and deliverables)
- Project Map (showing project location)
- Project Implementation estimated start and end dates

Step 2: Grantee submits the information via email concurrently to the CCC and CALCC representatives.

California Conservation Corps representative:

Name: Andrea Gabriel
Email: Prop68@ccc.ca.gov
Phone: (916) 341-3272

California Association of Local Conservation Corps representative:

Name: Hannah Tillman
Email: Inquiry@Prop68CommunityCorps.org
Phone: (916) 426-9170 x4

Step 3: Within five (5) business days of receiving the project information, CCC and CALCC representatives will review the submitted information, contact the

applicant if necessary and respond to the applicant with a Corps Consultation Review Document (template attached) informing them:

(1) It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project; or

(2) It is feasible for CCC and/or certified community conservation corps services to be used on the project and identifying the aspects of the project that can be accomplished with Corps services.

Note: While the Corps will take up to five (5) business days to review projects, applicants are encouraged to contact CCC/CALCC representatives to discuss the Corps' project costs and feasibility **early in the project development process**.

The Corps cannot guarantee a compliant review process for applicants who submit project information fewer than five (5) business days before an application deadline.

Step 4: Applicant submits application and Corps Consultation Review Document to Funder. If the Corps determine their participation is feasible, the applicant must describe the project components involving Corps in the application and provide an estimated budget for that component.

Step 5: Funder reviews applications. Applications with documentation demonstrating that the Corps have been consulted will be given preference for a receipt of grant.

NOTE: Applicants that have been awarded funds for projects where the Corps has determined Corps services can be used must thereafter work with either CCC or CALCC to develop a scope of work and enter into a contract with the appropriate Corps.

The Corps have determined that it is not feasible to use their services on projects that do not include field work. Only projects without field work are exempt from the consultation process and do not need to submit the Corps Consultation Form to Funding Entities.

Compliance with Public Resources Code Section 80001(b)(5)

Public Resources Code Section 80001(b)(5) requires to the extent practicable, that projects provide workforce education and training, contractor, and job opportunities for disadvantaged communities. Partnering with Corps will provide workforce education, training and job opportunities for the young adult members of Conservation Corps.

Please use the document posted here: [Corps Consultation Review Document](#)

Please see Attachment No. ### on page ###.