Council Meeting of
April 22, 2008

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Accept and appropriate a grant from the County of Los Angeles, approve a grant agreement with the County, and approve an agreement for landscaping service with the Los Angeles Conservation Corps.

Expenditure: $75,809

RECOMMENDATION

Recommendation of the Community Services Director that City Council:

1) Accept and appropriate a grant from the County of Los Angeles in the amount of $75,809;
2) Approve a grant agreement with the County for $75,809; and
3) Approve an agreement for landscaping service with the Los Angeles Conservation Corps in an amount not to exceed $52,745.

Funding

Funding is available through the Proposition A Excess Funds grant with the County of Los Angeles.

BACKGROUND

At the June 28, 2007 meeting, Council approved a resolution to apply for grant funding available under Proposition A Excess funds from the Fourth Supervisorial District (Attachment A). The grant application proposed to renovate areas at the Madrona Marsh. In August 2007, the City of Torrance was awarded the grant of $75,809.

ANALYSIS

The County of Los Angeles has provided a grant agreement to re-landscape and irrigate the Madrona Median and the Preserve's storm retention basin (Attachment B). The median project will make use of native plants to keep the invasive weeds located on the street median from encroaching onto the Madrona Marsh. The basin project will utilize native plants for soil retention on the basin walls.

As the City of Torrance's partner on the grant, the Los Angeles Conservation Corps (LACC) will provide the labor on both the median and basin projects. This agency provides at-risk youth with job skills training, educational opportunities, and work experience that emphasize conservation and service projects benefiting the

community. At a minimum LACC corps members will work an estimated 1,450 hours on the project (Attachment C).

The amount of grant funds approved by the County is $75,809. This includes $23,064 for plants and materials. The agreement with LACC is for $52,745 and runs through June 30, 2009 to coincide with the grant term. As required under the grant, LACC will provide a match of $5,700 in labor and materials. The City of Torrance will provide a match in labor and materials available in its operating budget of $11,400. The project is scheduled to be completed by September 2008.

Both project areas will be monitored and maintained by City of Torrance staff. The Friends of the Madrona Marsh and other City volunteers will not be working on the Median project; their assistance will be limited to the Basin project for safety reasons. The projects are under the purview of the City of Torrance Public Works Department, which has given its permission to go ahead with these projects.

Respectfully submitted,

JOHN JONES
Community Services Director

By _____
Tracy Drake
Manager/Naturalist Madrona Marsh

CONCUR:

_____
JOHN JONES
Community Services Director

_____
LeROY J. JACKSON
City Manager

Attachments: A) Resolution for acceptance grant funds application.
B) Grant Agreement with the County of Los Angeles (Limited Distribution)
C) Service Agreement with Los Angeles Conservation Corps.

AO:tlk:x/madronamarsh/2008/madrona median grant 4-22-08ci

ATTACHMENT A

RESOLUTION NO. 2007-61

RESOLUTION OF THE CITY OF TORRANCE CITY COUNCIL APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR FOURTH SUPERVISORIAL DISTRICT EXCESS FUNDING FOR *MADRONA MARSH RESTORATION PROJECT*

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

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

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

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

WHEREAS, said application contains assurances that *CITY OF TORRANCE* must comply with; and

WHEREAS, *CITY OF TORRANCE* will enter into an Agreement with the District to provide funds for acquisition and development projects.

NOW, THEREFORE, BE IT RESOLVED that the *City of Torrance City Council* hereby:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Fourth Supervisorial District Excess Funds for the above project; and
2. Certifies that *CITY OF TORRANCE* understands the assurances and certification in the application form; and
3. Certifies that *CITY OF TORRANCE* has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
4. Appoints the *DIRECTOR OF COMMUNITY SERVICES*, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Passed, approved and adopted this 12th day of June, 2007

/s/ Frank Scotto
Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

by /s/ Ron Pohl
Ronald T. Pohl, Assistant City Attorney

ATTEST:

/s/ Sue Herbers
Sue Herbers, City Clerk

TORRANCE CITY COUNCIL RESOLUTION NO. 2007-61

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Sue Herbers, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 12th day of June 2007 by the following roll call vote:

AYES:	COUNCILMEMBERS	Brewer, Drevno, Sutherland, Witkowsky and Mayor Scotto.
NOES:	COUNCILMEMBERS	None.
ABSTAIN:	COUNCILMEMBERS	None
ABSENT:	COUNCILMEMBERS	Nowatka.

/s/ Sue Herbers
Sue Herbers
City Clerk of the City of Torrance

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF TORRANCE)

This is to certify that the foregoing is a true and correct copy of the original document.

Dated: August 30, 2007

Sue Herbers

SUE HERBERS, City Clerk

ATTACHMENT B

Project Agreement

Los Angeles County Regional Park and Open Space District Grant

Excess Funds - Compet. Grant Program

(From Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992, and the Safe Neighborhood Parks of 1996 ("the 1996 Proposition"), which voters approved on November 5, 1996)

Grant No. 58K4-08-2141

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: City of Torrance

Project Name: Madrona Marsh Preserve Restoration Project

Grant Amount: Seventy-five thousand eight hundred nine dollars ($75,809.00)

Awarded pursuant to Funding Identification Code 4. f. 4. D..

Description of Project:

Expansion of exisiting natural land restoration activities at the Madrona Marsh Preserve. Activities to include 1/2 acre tract of land on the western edge of the facility and five acres on the Southeast corner of the property. The expansion involves the removal of non-native plant species, installation of a new irrigation system, and planting of native vegetation.

Project Performance Period: FROM: Date of Execution* TO: June 30, 2008

* *The date of execution is the date accompanying the District representative's signature on the last page of this agreement.*

Special Provisions

None.

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement.

2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.

3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.

4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.

5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the Funding Identification Code as described on Page 1 of this Agreement.

6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.

7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3,1992 and Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

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

   Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. The term of this Agreement is from the date of execution by both parties through June 30, 2019.

3. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District.

4. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.

5. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.

6. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

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

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

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

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

   Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority, women, disadvantaged and disabled veteran contractors or vendors; a list

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

8. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.

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

10. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.

11. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.

12. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

13. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

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

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:

   a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The

District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.

b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.

c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

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

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

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

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.

3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.

4. Grantee agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

   Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project.

5. Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site for a period of twenty (20) years from the date of this Agreement. Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.

7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

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

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

9. If Grantee sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

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

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 9 of this Agreement.

E. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension of all obligations of the District hereunder.

3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in

any way the District's legal or equitable remedies under this Agreement.

5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.

6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

F. Payment of Funds

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

   All Payment Request Forms should be sent to:

   The Regional Park and Open Space District
   c/o The Department of Parks and Recreation
   433 South Vermont Avenue, Fourth Floor
   Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.

3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

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

I. Financial Records

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

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

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

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

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

   If Grantee has received all grant monies prior to the audit, or if remaining grant monies are

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

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

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Propositions.

2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.

3. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. Grantee agrees that any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under the Propositions shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13 of the 1996 Proposition. The grantee shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.

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

L. Incorporation by Reference

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

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

M. Severability

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

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

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

GRANTEE:

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT:

By: _____
Director, Parks and Recreation

Date: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: Helen Parker
HELEN S. PARKER
Principal Deputy County Counsel

Grant No. 58K4-08-2141

Attachment A

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation, Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 5, 1996

FINAL TEXT AS AMENDED ON JUNE 18, 1996

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING AS THE LEGISLATIVE BODY OF THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, LEVYING AN ADDITIONAL ASSESSMENT WITHIN THE DISTRICT, AMENDING THE METHOD OF ASSESSMENT, AND AUTHORIZING THE EXPENDITURE OF DISTRICT REVENUES FOR ANY AUTHORIZED PURPOSE, SUBJECT TO APPROVAL BY THE COUNTY ELECTORATE

WHEREAS, the County of Los Angeles (the "County") has serious unmet needs for park, recreation, youth and senior facilities, and for positive recreational alternatives for at-risk youth to assist in gang prevention and intervention efforts, and contains irreplaceable park, recreation, beach, wildlife and natural open space land; and

WHEREAS, on November 3, 1992, sixty-four percent (64%) of voters within the County voting on the matter authorized formation of the Los Angeles County Regional Park and Open Space District (the "District"), the levy of a benefit assessment within the District, and a plan of expenditure of the proceeds of such assessment; and

WHEREAS, the Board of Supervisors of the County, acting as the legislative body of the District (the "Board"), finds and determines that the development, acquisition, improvement, restoration and maintenance of parks, recreational, cultural and community facilities and open space lands within the District confer a direct and special benefit to all parcels within the District by improving economic, environmental and recreational conditions resulting in maintained or enhanced property values; and

WHEREAS, the Board further finds and determines that the public interest and convenience require, and that it is in the best interest of the residents of the County, that an additional assessment be levied within Landscaping and Lighting District No 92-1, which is coterminous with the District, to fund the purposes of the District consistent with the plan of expenditure set forth in the Engineer's Report referred to below; and

WHEREAS, the County has many unique natural lands and is rich in biological diversity, and it is necessary and important that these natural resources be protected permanently and restored for the purposes of conserving biological diversity, protecting the health of the County's environment and for the enjoyment of this and future generations; and

WHEREAS, the Board further finds and determines that in order to provide for a more equitable apportionment of the assessment among the several properties within the District, the

portion of any vacant parcel, and the vacant portion of any partially improved parcel, in excess of two and one-half acres shall not be assessed, and it is necessary and appropriate to amend the method of assessment to reflect the foregoing change in the method of assessment of vacant or partially improved parcels which are greater than two and one-half acres in size, as detailed in the Engineer's Report referred to below; and

WHEREAS, the Board further finds and determines that it is in the best interest of the residents of the County to permit the District to expend any of its funds for any authorized purpose of the District, including the application of proceeds derived from the original assessment within the District to the plan of expenditure for the additional assessment set forth in this resolution, and vice versa; and

WHEREAS, a public hearing on the matters set forth in this resolution was called and held on June 13, 1996, and this resolution shall not take effect unless and until the question of approval of the matters set forth herein shall have been submitted to the electorate of the County and approved by a majority of voters voting on the question;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles County Regional Park and Open Space District, as follows:

Section 1. (a) This resolution is adopted pursuant to Section 5539.9(d)(2) of the Public Resources Code of the State of California (the "State"). The Board hereby adopts and approves the final engineer's report relating to the Additional Assessment (the "Engineer's Report") and filed with the Executive Officer-Clerk of the Board. The Additional Assessment shall be levied within the District at a rate not to exceed the amount set forth in the Engineer's Report, in accordance with the Engineer's Report and this resolution. The Engineer's Report describes the boundaries of the assessment district, the locations of certain of the improvements to be funded by the District, the method and rationale for spreading the proposed Additional Assessment in proportion to the benefit received by each lot or parcel of land within the District, and the proposed amendments to the method of assessment. The Engineer's Report is by this reference incorporated herein as though set forth in full at this place.

Section 2. As used in this resolution, the following terms have the indicated meanings:

"Additional Assessment" means the assessment levied within the District pursuant to this resolution.

"Board" is used as defined in the recitals to this resolution.

"County" is used as defined in the recitals to this resolution.

"Department of Beaches and Harbors" means the Department of Beaches and Harbors of the County.

"Department of Children and Family Services" means the Department of Children and Family Services of the County.

"Department of Natural History Museum" means the Department of Natural History Museum of the County.

"Department of Parks and Recreation" means the Department of Parks and Recreation of the County.

"Department of Public Works" means the Department of Public Works of the County.

"District" is used as defined in the recitals to this resolution.

"Engineer's Report" is used as defined in Section 1 of this resolution.

"Financial Consultant" is used as defined in the Master Indenture, and also includes the independent auditing firm described in Section 21(i).

"Master Indenture" means the Master Indenture of Trust dated as of May 1, 1994, between the District and the Auditor-Controller of the County, as fiscal agent.

"Natural Lands" means an area of relatively undeveloped land which (a) has substantially retained its characteristics as provided by nature or has been substantially restored, or which can be feasibly restored to a near-natural condition and which derives outstanding value from its wildlife, scenic, open space, parkland or recreational characteristics, or any combination thereof, or (b) meets the definition of open-space land in Section 65560 of the California Government Code.

"1992 Assessment" means the assessment levied within the District pursuant to the 1992 Order.

"1992 Order" means the order of the Board, as amended on March 17, 1992, and approved by the voters of the County on November 3, 1992, pursuant to which the District was formed and the first assessment levied therein.

"Nonprofit Organization" means any charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which has among its purposes the provision of park, recreation or community services or facilities, gang prevention and intervention, tree-planting, or the conservation and preservation of wetlands or of lands

predominantly in their natural, scenic, historical, forested or open-space condition, or restoration of lands to a natural, scenic, historical, forested or open-space condition.

"Park" means a tract of land with scenic, natural, open-space or recreational values, set apart to conserve natural, scenic, cultural, historical or ecological resources for present and future generations, and to be used by the public as a place for rest, recreation, education, exercise, inspiration or enjoyment.

"Parks Fund" means the Los Angeles County Regional Park and Open Space District Park Fund, into which all revenue generated by the District is required to be deposited, in accordance with Section 21(e) of this resolution and Sections 21(c) and (d) of the 1992 Order.

"Public Agency" means any governmental agency established pursuant to the laws of the State that is authorized to acquire, develop, improve and restore real property for beach, wildlife, park, recreation, community, cultural, open space, water quality, or gang prevention and intervention purposes.

"State" is used as defined in Section 1 of this resolution.

"State Lands Commission" means the Lands Commission of the State of California.

Section 3. The following funds shall be awarded for the purposes set forth below, in amounts not to exceed the following:

(a) Sixty-nine million fifty thousand dollars ($69,050,000) to the County for the acquisition, development, improvement, restoration or rehabilitation of real property for recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, improvement of Santa Monica Bay, multi-use sports facilities, lakes, fishing and boating facilities, trails, rivers and streams, significant ecological areas, equestrian facilities, and museums and cultural facilities, in accordance with the following schedule:

(1) Fifty-one million fifty thousand dollars ($51,050,000) to the Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of real property for parks, recreation, wildlife habitat or natural lands in accordance with the following schedule:

A. One hundred thousand dollars ($100,000) for general improvements, including landscape and/or irrigation, at Amigo Park.

B. Six hundred thousand dollars ($600,000) for improvements to County parks in accordance with the Americans with Disabilities Act.

C. Three hundred fifty thousand dollars ($350,000) for acquisition and/or preservation of wetland habitat in the Antelope Valley, including interpretive exhibits, public facilities and/or restoration.

D. Five hundred thousand dollars ($500,000) for development of soccer facilities and/or general park improvements at Belvedere Park.

E. Seventy thousand dollars ($70,000) for security improvements at Bethune Park.

F. One million two hundred thousand dollars ($1,200,000) for rehabilitation of the swim beach and/or general park improvements at Bonelli Regional Park.

G. Three hundred thousand dollars ($300,000) for development and improvement of recreation facilities, including development a multi-purpose recreation facility, at Burton Park.

H. Three hundred thousand dollars ($300,000) for improvements to the community center at Campanella Park.

I. Two hundred fifty thousand dollars ($250,000) for general park improvements including security, landscape and/or irrigation improvements at Castaic Sport Complex.

J. One million seven hundred thousand dollars ($1,700,000) for rehabilitation of swim beach and/or general park improvements to the recreation and park facilities at Castaic Lake.

K. Two million ten thousand dollars ($2,010,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the Central area of the County including, but not limited to Athens, Del Aire, and Keller Park.

L. One million three hundred ninety-six thousand dollars ($1,396,000) for renovation and/or general improvements to park and recreation facilities at Cerritos Park.

M. Two million dollars ($2,000,000) for development and/or general improvements, including development of gymnasium/community activity facility, at City Terrace Park.

N. Two hundred fifty thousand dollars ($250,000) for security and/or general improvements at Devils Punchbowl.

O. One million six hundred fifty thousand dollars ($1,650,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the East Los Angeles and San Gabriel Valley areas including, but not limited to, Avocado Heights, Basset, Salazar, Atlantic Blvd., and/or Belvedere.

P. One million seven hundred thousand ($1,700,000) for development, rehabilitation and/or general improvements at El Cariso Park.

Q. One million five hundred thousand dollars ($1,500,000) for rehabilitation and/or general park improvements at Franklin D. Roosevelt Park.

R. Two million two hundred seventy-four thousand dollars ($2,274,000) for development of community recreation facilities and/or general improvements to the facilities at Gunn Avenue Park.

S. One million dollars ($1,000,000) for renovation of campground and/or general park improvements at Hart Regional Park.

T. One million five hundred thousand dollars ($1,500,000) for development of regional pool facilities and/or other park improvements at Jackie Robinson Park.

U. One million seven hundred forty-eight thousand dollars ($1,748,000) for development, rehabilitation and/or other general park improvements at Jesse Owens Park.

V. One million five hundred thousand dollars ($1,500,000) for general renovation and improvements to facilities at John Anson Ford Theatre.

W. One million three hundred ten thousand dollars ($1,310,000) for renovation and/or general improvements at La Mirada Park.

X. Four hundred thousand dollars ($400,000) for development and/or general improvements at Ladera Park.

Y. One hundred twenty-five thousand dollars ($125,000) for development and/or improvement of recreational facilities at Lake Los Angeles which are open and accessible to the public.

Z. Five hundred thousand dollars ($500,000) for development, improvements and/or expansion at Lennox Park.

AA. One million two hundred thousand dollars ($1,200,000) for development of gymnasium/community activity facility and/or general improvements at Loma Alta Park.

BB. Five hundred fifty thousand dollars ($550,000) for rehabilitation, renovation, development and/or general improvements at Los Robles Park.

CC. Six hundred thousand dollars ($600,000) for development of sports complex and/or general improvements at Magic Johnson Park.

DD. Eight hundred ten thousand dollars ($810,000) for rehabilitation and/or general improvements at Manzanita Park.

EE. Two hundred thousand dollars ($200,000) for improvements to the campground at Marshall Canyon Regional Park.

FF. Two hundred fifty thousand dollars ($250,000) for rehabilitation of park facilities at Mona Park.

GG. Three million seven hundred thousand dollars ($3,700,000) for acquisition, development, rehabilitation and/or general improvements of parks, natural lands and/or recreation facilities in the North County area, including but not limited to George Lane and Charles White Parks, and including but not limited to, the communities of Acton, Altadena, Littlerock and Pearblossom.

HH. One million five hundred thousand dollars ($1,500,000) for development of regional pool facilities and/or other park improvements at Pamela Park.

II. Two hundred thousand dollars ($200,000) for refurbishment of picnic areas and camp grounds and/or general improvements at Peck Park.

JJ. Five hundred thousand dollars ($500,000) for acquisition, development, security improvements and/or general improvements at Placerita Canyon County Park.

KK. One hundred twelve thousand dollars ($112,000) for development and/or general improvements at Rogers Park.

LL. Three hundred thousand dollars ($300,000) for development, refurbishment, rehabilitation and/or general improvements at Rosas Park.

MM. One hundred thousand dollars ($100,000) for refurbishing hard courts and/or lighting at Rowland Heights Park.

NN. One hundred thousand dollars ($100,000) for development and/or general improvements to facilities at San Dimas Park.

OO. Five hundred thousand dollars ($500,000) for refurbishment and development and/or general improvements at Santa Fe Dam Park.

PP. Seven hundred thirty thousand dollars ($730,000) for rehabilitation and development at Ume Grove and/or other general park improvements at Schabarum Park.

QQ. Eight hundred thousand dollars ($800,000) for general improvements at facilities serving senior citizens in accordance with the following schedule:

i. Two hundred fifty thousand dollars ($250,000) for general improvements and/or rehabilitation of senior citizen facilities in the North County.

ii. Five hundred fifty thousand dollars ($550,000) for general improvements and/or rehabilitation of senior citizen facilities in the East Los Angeles area, the San Gabriel Valley, and the Puente Hills area of the County.

RR. Two million one hundred sixty thousand dollars ($2,160,000) for accessibility improvements, general development, and rehabilitation of park and recreation facilities serving senior citizens, youth and/or at-risk youth in the Puente Hills and South County areas, including, but not limited to, Trailview, Country Wood and Blevins Parks.

SS. Four hundred seventy thousand dollars ($470,000) for rehabilitation and/or general improvements at Steinmetz Park.

TT. One hundred fifty thousand dollars ($150,000) for improvement and/or general restoration of trails in the north county.

UU. Two million dollars ($2,000,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community, youth and/or at-risk youth in densely populated, highly urbanized areas in the Central area of the County including, but not limited to, the communities of Athens, Watts, Willowbrook, and Florence.

VV. One million six hundred fifty thousand dollars ($1,650,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community,

youth and/or at-risk youth in densely populated, highly urbanized areas in the East Los Angeles area and the San Gabriel Valley.

WW. Six hundred seventy-five thousand dollars ($675,000) for acquisition, development and improvement of active sports fields at Val Verde Park.

XX. One million two hundred thousand dollars ($1,200,000) for development of nature center/museum, and/or general improvements at Vasquez Rocks Regional Park.

YY. Five hundred thousand dollars ($500,000) for development and/or general improvements at Victoria Park.

ZZ. Three hundred sixty thousand dollars ($360,000) for refurbishment of the pool and/or facilities at Washington Park.

AAA. Two hundred thousand dollars ($200,000) for general park and/or security improvements at the Whittier Narrows Nature Center.

BBB. Three million three hundred thousand dollars ($3,300,000) for refurbishment, development, expansion and/or general improvements at Whittier Narrows Park.

(2) Seven million dollars ($7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.

(3) Seven million dollars ($7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

(4) Four million dollars ($4,000,000) to the Department of Public Works for capital outlay projects to restore and improve the Santa Monica Bay by measurably reducing the toxicity of and/or pollutant load in urban runoff to the Bay, and in accordance with the criteria set forth in Section 9 of this resolution.

(b) Ninety-five million six hundred fifty thousand dollars ($95,650,000) for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, State parks, trail and river systems, mountain ranges and

canyons, significant ecological areas, and museums and cultural facilities in accordance with the following schedule:

(1) Eight million dollars ($8,000,000) to the Department of Beaches and Harbors to acquire, develop or improve facilities to enhance beaches and public access, improve water quality, rehabilitate or restore existing facilities and improve the safety of beach facilities along the sixty miles of coastline within the County, at County-owned or operated beaches.

(2) Eleven million dollars ($11,000,000) to the Department of Parks and Recreation for acquisition of lands for park, wildlife, natural and open space purposes, and for development of related recreation facilities and public access in the Baldwin Hills, including an amount not less than seven million dollars ($7,000,000) for acquisition of lands.

(3) One million dollars ($1,000,000) to the City of Los Angeles for improvement and development of the Cabrillo Marine Aquarium in accordance with Cabrillo Marine Aquarium Master Plan.

(4) Three hundred fifty thousand dollars ($350,000) to the Department of Parks and Recreation for development and improvements at Descanso Gardens.

(5) Twelve million dollars ($12,000,000) to the California Museum of Science and Industry for land acquisition and improvements within Exposition Park and for improvements to the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Exposition Park Master Plan, including an amount not less than eight million five hundred thousand dollars ($8,500,000) for the development and restoration of lands for park, recreational, community and open space use, and for walkways, tree-planting and landscape improvements, all within Exposition Park, including an amount not less than two million dollars ($2,000,000) for active recreation facilities; an amount not more than two million dollars ($2,000,000) for the improvement, development, renovation and rehabilitation of facilities, including exhibition spaces, at the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Master Plan; and an amount not less than one million dollars ($1,000,000) for the improvement, development, renovation and rehabilitation of facilities at the California Afro-American Museum.

(6) Eighteen million dollars ($18,000,000) to the Department of Parks and Recreation for the development, improvement, restoration and rehabilitation of the Hollywood Bowl, including rehabilitation of facilities and aging infrastructure, improvement of public access and facilities and improvement of access for persons with

disabilities, in accordance with the approved Hollywood Bowl Master Plan, and/or for grants to qualified Nonprofit Organizations for these purposes.

(7) One million four hundred fifty thousand dollars ($1,450,000) to the Department of Parks and Recreation for the improvement, restoration and rehabilitation of the Los Angeles Arboretum, and/or for grants to qualified Nonprofit Organizations for these purposes.

(8) Five million dollars ($5,000,000) to the Department of Natural History Museum for the improvement, development, restoration and/or rehabilitation of facilities of the Los Angeles County Natural History Museum, including development of exhibition space, and/or for grants to qualified Nonprofit Organizations for these purposes.

(9) Twelve million dollars ($12,000,000) to the Mountains Recreation and Conservation Authority (MRCA) for the acquisition, development, improvement and restoration of lands along the Los Angeles River, Tujunga Wash, Verdugo Wash, Pacoima Wash, Arroyo Seco, and Compton Creek, and other tributaries of the Los Angeles River as may be included by the Board, consistent with the Los Angeles County Los Angeles River Master Plan, for the purposes of providing recreational opportunities and public access, developing trails for walking, hiking, bicycling, and equestrian use, and restoring natural habitat for wildlife, along the entire length of the Los Angeles River and its tributaries (as defined in this paragraph). The MRCA shall consult with the Department of Public Works and the supervisorial districts through whose boundaries the Los Angeles River flows in developing the list of projects to be considered for expenditure of the funds pursuant to this paragraph and to be submitted to the Board for approval. The Department of Public Works shall review each proposed project for consistency with the Los Angeles River Master Plan and with the flood control plan of the Los Angeles River, and shall provide its findings to the MRCA to be submitted to the Board concurrently with projects submitted to the Board. The Board shall disapprove a project that it finds to be inconsistent with the Los Angeles River Master Plan or that it finds will negatively impact existing or proposed flood control projects. Not less than four million dollars ($4,000,000) shall be allocated for projects along the Los Angeles River in the Cities of Maywood, Lynwood, Compton and Bell Gardens, including projects along Compton Creek. First priority for all expenditures shall be given to land acquisition projects which result in a net increase of park, recreation and open space lands. No funds shall be expended on projects that could negatively impact any existing or proposed flood control project as determined by the Board of Supervisors.

(10) Twelve million dollars ($12,000,000) to the City of Los Angeles for the development, improvement and rehabilitation of the Los Angeles Zoo. The funds

shall be spent on the site of the Los Angeles Zoo and in accordance with the Los Angeles Zoo Master Plan.

(11) Two million five hundred thousand dollars ($2,500,000) to the City of Whittier for restoration and rehabilitation of the Pio Pico State Historic Park, in accordance with the Pio Pico State Historic Park General Plan.

(12) One million dollars ($1,000,000) to the City of Santa Clarita for the acquisition and development of lands for the Santa Clara River Park in accordance with the Santa Clara River Water and Recreation Features Plan.

(13) One million three hundred fifty thousand dollars ($1,350,000) to the Department of Parks and Recreation for general improvements to facilities at the South Coast Botanical Gardens.

(14) Ten million dollars ($10,000,000) to the Wildlife Corridor Conservation Authority for acquisition, improvement, and/or restoration of park and natural lands in the Puente Hills Wildlife Corridor east of Colima Road.

(c) One hundred thirty-one million five hundred fifty thousand dollars ($131,550,000) to the Department of Parks and Recreation for grants to incorporated cities within the District and the County for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community or cultural facilities, trails, wildlife habitat or natural lands in accordance with the following schedule:

(1) Thirty-five million dollars ($35,000,000) for grants to all incorporated cities within the District and to the County on a per parcel basis, including funds on a per parcel basis to the County for the unincorporated area of the County.

(2) Ninety-six million five hundred fifty thousand dollars ($96,550,000) for direct grants to cities in accordance with the following schedule:

A. Five hundred thousand dollars ($500,000) to the City of Agoura Hills for the development of a regional community center and gymnasium in partnership with the City of Calabasas.

B. Six hundred thousand dollars ($600,000) to the City of Alhambra for the rehabilitation and development of a walking/jogging trail system at Almansor Park.

C. Two hundred thousand dollars ($200,000) to the City of Arcadia for the development and refurbishment of a soccer facility at Civic Center Park.

D. Five hundred thousand dollars ($500,000) to the City of Artesia for the development of an at-risk youth recreation and service facility.

E. Three hundred fifty thousand dollars ($350,000) to the City of Avalon for improvement of beaches and the recreational diving park at Casino Point in accordance with the Avalon Urban Waterfront Restoration Plan.

F. Two hundred thousand dollars ($200,000) to the City of Baldwin Park for the rehabilitation and/or development of four regionally used sports fields.

G. Four hundred thousand dollars ($400,000) to the City of Bellflower for the development of Bellflower's portion of the West Branch Greenway and Bikeway project.

H. Two hundred fifty thousand dollars ($250,000) to the City of Beverly Hills for the development and rehabilitation of Beverly Gardens Park.

I. Eight hundred thousand dollars ($800,000) to the City of Burbank for the development of the Stough Canyon Nature Center Project and to develop and/or improve camping facilities at Stough Canyon.

J. Five hundred thousand dollars ($500,000) to the City of Calabasas for the development of a regional community center and gymnasium in partnership with the City of Agoura Hills.

K. One million one hundred seventy-five thousand dollars ($1,175,000) to the City of Claremont for the rehabilitation and development of a community center at the Danbury School site.

L. One million dollars ($1,000,000) to the City of Covina or to the agency responsible for the operation of Charter Oak Park for development and improvement of Charter Oak Park.

M. Four million two hundred thousand dollars ($4,200,000) to the City of Cudahy, in cooperation with the City of South Gate, for acquisition, improvement, and provision of public access for the Los Angeles River Recreation and Sports Complex adjacent to the Los Angeles River, and for restoration of riparian habitat.

N. One million six hundred twenty-five thousand dollars ($1,625,000) to the City of Culver City for development of the Culver City Senior Center.

O. Three hundred thousand dollars ($300,000) to the City of Downey for the rehabilitation and improvement of facilities at Rio San Gabriel Park.

P. Four hundred thousand dollars ($400,000) to the City of Duarte for rehabilitation of the Duarte Regional Teen Center in partnership with the City of Bradbury.

Q. One million five hundred thousand dollars ($1,500,000) to the City of El Monte for the development and improvement of the Community Center/Swimming Pool Complex.

R. Two hundred fifty thousand dollars ($250,000) to the City of Gardena for the improvement and rehabilitation of park facilities at Rowley Park.

S. One million six hundred thousand dollars ($1,600,000) to the City of Glendale for the development of the new Senior/Adult Recreation multi-purpose center.

T. One million four hundred thousand dollars ($1,400,000) to the City of Glendora in accordance with the following schedule:

i. Nine hundred thousand dollars ($900,000) for the development of a regional teen center.

ii. Five hundred thousand dollars ($500,000) for the acquisition of wildlife lands and natural habitat in the Glendora Wildlife Corridor.

U. Two hundred fifty thousand dollars ($250,000) to the City of Hawaiian Gardens for the expansion, improvement, and rehabilitation of the Lee Ware Community/ Aquatics Facility.

V. Five hundred seventy-five thousand dollars ($575,000) to the City of Hawthorne for the development of Memorial Center Gymnasium.

W. One million dollars ($1,000,000) to the City of Hermosa Beach for the development, expansion and rehabilitation of the Hermosa Beach Municipal Pier and Waterfront Plaza.

X. One million seven hundred twenty-five thousand dollars ($1,725,000) to the City of Inglewood for the development, improvement and rehabilitation of Centinela Park.

Y. One million dollars ($1,000,000) to the City of La Mirada for the development of a Community/Senior Citizen Center.

Z. Seven hundred thousand dollars ($700,000) to the City of La Puente for the development, improvement and/or rehabilitation of the La Puente Park Community Center with emphasis on facilities for at-risk youth and other community youth.

AA. Six hundred thousand dollars ($600,000) to the City of Lakewood in accordance with the following schedule:

i. Three hundred thousand dollars ($300,000) for the rehabilitation of athletic safety field lights at three regionally used city facilities.

ii. Three hundred thousand dollars ($300,000) for the development and rehabilitation of multipurpose courts at the following city parks: Boyar, Bloomfield, Bolivar, Del Valle and San Martin.

BB. One million eight hundred thousand dollars ($1,800,000) to the City of Lancaster in accordance with the following schedule:

i. Eight hundred thousand dollars ($800,000) for the development of the Lancaster Regional Sports Complex.

ii. One million dollars ($1,000,000) for the acquisition of prime desert woodland habitat and the development of public access to the Lancaster Prime Desert Woodland Preserve.

CC. Two hundred seventy-five thousand dollars ($275,000) to the City of La Verne to develop and improve the La Verne Regional Sports Parks.

DD. One hundred seventy-five thousand dollars ($175,000) to the City of Lawndale for the expansion and rehabilitation of Jane Addams Park.

EE. Nine million nine hundred thousand dollars ($9,900,000) to the City of Long Beach in accordance with the following schedule:

i. Five hundred thousand dollars ($500,000) for the development and rehabilitation of Belmont Pier.

ii. Two million dollars ($2,000,000) for the rehabilitation of Belmont Plaza Pool including development of security systems.

iii. Three million five hundred thousand dollars ($3,500,000) for the development of the Park on Golden in downtown Long Beach.

iv. Three million nine hundred thousand dollars ($3,900,000) for the acquisition, development and improvement of Westside Park..

FF. Thirty million dollars ($30,000,000) to the City of Los Angeles in accordance with the following schedule:

i. One million dollars ($1,000,000) to improve and restore natural habitat at the Ballona Lagoon Marine Preserve in accordance with the Ballona Lagoon Marine Enhancement Preserve enhancement plan.

ii. One million eight hundred thousand dollars ($1,800,000) for the development and improvement of Cabrillo Marine Aquarium in accordance with the Cabrillo Aquarium Master Plan.

iii. Two million dollars ($2,000,000) for the development and improvement of Compton-Slauson Park.

iv. Five hundred thousand dollars ($500,000) for the acquisition and/or development of lands for park purposes near Eagle Rock.

v. One million nine hundred thousand dollars ($1,900,000) for the development and improvement of park and recreation facilities at Elysian Park including trails, picnic facilities, playground and landscaping, in accordance with the Elysian Park Master Plan, Bishop Canyon Improvement Project.

vi. One million nine hundred thousand dollars ($1,900,000) for the development, and/or rehabilitation of the Travel Town Locomotive Pavilion at Griffith Park.

vii. One million eight hundred thousand dollars ($1,800,000) for the development of facilities and/or improvements related to the swim lake at Hansen Dam Recreation Area.

viii. Two million three hundred thousand dollars ($2,300,000) for the development, improvement, and/or rehabilitation of Housing Authority recreation facilities throughout the City of Los Angeles, including the San Fernando Valley.

ix. Seven million dollars ($7,000,000) for acquisition, improvement, development and/or rehabilitation of park, recreation, community and open space lands and/or facilities, and/or for grants to Nonprofit Organizations for these purposes. Funds shall only be spent in communities which meet the following criteria: 1) densely-populated, highly urbanized areas; 2) low per capita percentage of park, recreation, community or open space lands or facilities; 3) high population of youth, particularly at-risk youth, and where at least 25 percent of the community is under 18 years of age; and 4) lack of other positive recreation alternatives for youth. Expenditure of funds shall result in a net increase of park, recreation, community or open space lands or facilities. Not less than three million five hundred thousand dollars ($3,500,000) of these funds shall be spent on acquiring land or facilities for the purposes described in this paragraph. Priority shall be given to projects which have matching funds, to densely-populated areas, projects which serve multiple communities, or joint applications from Public Agencies and qualified Nonprofit Organizations.

x. One million five hundred thousand dollars ($1,500,000) for development and/or improvements at MacArthur Park including development of athletic fields.

xi. Five hundred thousand dollars ($500,000) for the development and/or restoration of trails in the Northern and Northeast San Fernando Valley connecting to the Angeles National Forest, to be expended by the Santa Monica Mountains Conservancy as the Public Agency responsible for implementation of the Rim of the Valley Trail Corridor pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.

xii. Two million eight hundred thousand dollars ($2,800,000) for the development, restoration and/or improvement of recreation facilities and restoration of natural lands at the Sepulveda Basin Recreation Area, including an amount not less than one million dollars ($1,000,000) for bicycle trails connecting to Sepulveda Basin, excluding trails along the Los Angeles River. Not less than one million dollars ($1,000,000) shall be spent on restoration of the Sepulveda Basin Wildlife Area and the

development of a native plant/wildlife area west of the existing wildlife area.

xiii. Four million dollars ($4,000,000) for the acquisition and improvement of land for park and open space purposes adjacent to and in the vicinity of Stoney Point in the San Fernando Valley, to be expended by the Santa Monica Mountains Conservancy. Any unexpended portion of these funds shall be used for acquisition of natural lands and open space within the wildlife corridor between Brown's Canyon and the Santa Susana Mountains unit of the State Park System.

xiv. One million dollars ($1,000,000) for development and/or improvement of the Mid-Valley Senior Citizen Center in the San Fernando Valley.

GG. Nine hundred seventy-five thousand dollars ($975,000) to the City of Lynwood for the development and improvement of Mervyn M. Dymally Congressional Park.

HH. Seven hundred thousand dollars ($700,000) to the City of Malibu for the rehabilitation and restoration of the Malibu Pier.

II. Five hundred thousand dollars ($500,000) to the City of Manhattan Beach for the development and improvement of the Cultural Arts Community Center.

JJ. Five hundred thousand dollars ($500,000) to the City of Monrovia for the development and rehabilitation of the Recreation Park Armory Facility.

KK. Four hundred fifty thousand dollars ($450,000) to the City of Montebello for the development and rehabilitation of the City Park Aquatics Center.

LL. One million dollars ($1,000,000) to the City of Monterey Park for the development and rehabilitation of Barnes Park.

MM. One million dollars ($1,000,000) to the City of Norwalk in accordance with the following schedule:

i. Three hundred seventy five thousand dollars ($375,000) for the development and improvements to Foster Street Greenbelt and Regional Trail Connection.

ii. Six hundred twenty five thousand dollars ($625,000) for the development, rehabilitation, and improvement to the Norwalk Aquatic Pavilion.

NN. Two million five hundred thousand dollars ($2,500,000) to the City of Palmdale for the development of the Anaverde Basin/Sports Complex.

OO. Five hundred thousand dollars ($500,000) to the City of Palos Verdes Estates for the acquisition of land for coastal access, trails and other open space purposes.

PP. Three hundred thousand dollars ($300,000) to the City of Paramount for the development of an at-risk youth center located at Progress Park.

QQ. One million nine hundred thousand dollars ($1,900,000) to the City of Pasadena in accordance with the following schedule:

i. One million dollars ($1,000,000) for the development and rehabilitation of Hahamonga Watershed Park in accordance with the Hahamonga Park Master Plan.

ii. Nine hundred thousand dollars ($900,000) for the development and rehabilitation of Brookside Park's Fannie Morrison Facility for the planned Kidspace Museum.

RR. One million dollars ($1,000,000) to the City of Pico Rivera for the development and rehabilitation of the Pico Rivera Community Center/Rio Hondo Park.

SS. Four million dollars ($4,000,000) to the City of Rancho Palos Verdes for the acquisition of critical natural lands and wildlife habitat in the vicinity of Portuguese Bend for preservation as open space.

TT. Three hundred thousand dollars ($300,000) to the City of Redondo Beach for the rehabilitation, development and/or improvement of Seaside Lagoon.

UU. One million dollars ($1,000,000) to the City of Rolling Hills Estates for the acquisition of natural lands, wildlife habitat, open space and/or equestrian facilities.

VV. One million dollars ($1,000,000) to the City of Rosemead for the development of Garvey Park Recreation Center.

WW. One hundred fifty thousand dollars ($150,000) to the City of San Dimas for the development and rehabilitation of Horsethief Canyon Park Multi-Use Trail System.

XX. Seven hundred thousand dollars ($700,000) for the City of San Fernando for the development of the Youth Activities Center at Las Palmas Park.

YY. One million seven hundred thousand dollars ($1,700,000) to the City of San Gabriel for the acquisition and/or development of park and recreation facilities located adjacent to Smith Park.

ZZ. Two million dollars ($2,000,000) to the City of Santa Clarita for the development and improvement of the Santa Clarita Valley Regional Park.

AAA. One million seven hundred thousand dollars ($1,700,000) to the City of Santa Monica for the improvement and rehabilitation of beach and bluff areas to improve access and to provide improvements for recreational activities. Funds shall only be used for improvements to beach and park lands.

BBB. Two hundred fifty thousand dollars ($250,000) to the City of Signal Hill for the development of hiking trails around Signal Hill.

CCC. Two hundred seventy-five thousand dollars ($275,000) to the City of South El Monte for the development of boxing and weight room facilities at the Aquatics and Community Fitness Center.

DDD. Four hundred thousand dollars ($400,000) to the City of South Gate for the development and/or rehabilitation of an at-risk youth center at Hollydale Industrial Park.

EEE. One million five hundred thousand dollars ($1,500,000) to the City of Torrance in accordance with the following schedule:

i. Three hundred thousand dollars ($300,000) for the development of a nature history center and improvements at Madrona Marsh Nature Preserve.

ii. One million dollars ($1,000,000) for the development of the Sports Complex in Charles H. Wilson Park.

iii. Two hundred thousand dollars ($200,000) for rehabilitation and improvements to the Victor E. Benstead Plunge.

FFF. Four hundred thousand dollars ($400,000) to the City of Walnut for the development of the Senior Citizens Activity Center.

GGG. One million one hundred thousand dollars ($1,100,000) to the City of West Hollywood for the development and improvement of the Plummer Park Youth, Senior and Community Center.

HHH. Three million dollars ($3,000,000) to the City of Whittier in accordance with the following schedule:

i. Five hundred thousand dollars ($500,000) for the development and improvement of Parnell Park.

ii. Two million five hundred thousand dollars ($2,500,000) for the acquisition of natural lands within the Whittier Hills Wilderness area for preservation of wildlife and natural lands and to provide public access and trails, to be expended by the Whittier-Puente Hills Conservation Authority.

(d) Twenty-two million seven hundred fifty thousand dollars ($22,750,000) to the Santa Monica Mountains Conservancy, pursuant to Division 23 of the Public Resources Code and the provisions of this resolution, to acquire sensitive and critical mountain and canyon lands, streams, wildlife lands, trails and scenic areas, and to develop parks, trails, public access, senior facilities and camps for at-risk youth in mountain and canyon areas, including lands and areas in the Santa Monica Mountains and the San Fernando Valley and San Gabriel Valley foothills, including seventeen million seven hundred fifty thousand dollars ($17,750,000) for lands and areas in the Santa Monica Mountains and including five million dollars ($5,000,000) for the Santa Clarita Woodlands and/or the Rim of the Valley Trail Corridor, with first priority being given to completion of the Santa Clarita Woodlands Park, and for grants to Nonprofit Organizations pursuant to Section 33204.2 of the Public Resources Code.

Section 4. (a) The grant funds authorized pursuant to Section 3 shall be subject to the District's existing application and disbursement guidelines and procedures to the extent consistent with this resolution and as the same may be amended from time to time by the Board consistent with this resolution, and to the guidelines and procedures set forth in this resolution. The Department of Parks and Recreation shall continue to administer the District's grant application and disbursement program, and all applicants for a grant disbursed pursuant to Section 3 of this resolution shall submit an application to the Department of Parks and

Recreation for grant approval. The Department of Parks and Recreation shall notify all affected Public Agencies as to the date when funds for grants under this resolution will be available, which shall not be later than July 1, 1997.

(b) The recipient agency of funds for any specific identified project pursuant to this resolution and the 1992 Order shall hold a public hearing regarding funding such specific identified project, either individually or as part of a broader or more general public hearing prior to said agency's application to the District for use of these funds.

Section 5. (a) The grant funds authorized pursuant to subsection (c)(1) of Section 3 shall be allocated to cities which were incorporated on or prior to June 30, 1996, and to the County (representing the unincorporated area of the District), on the basis of each city's and the unincorporated area's respective total number of parcels of land (all as of June 30, 1996). Such figures shall be determined by the Los Angeles County Assessor.

(b) Individual applications for grants pursuant to subsection (c) (1) of Section 3 shall be submitted to the Department of Parks and Recreation for approval as to conformity with the requirements of this resolution. In order to utilize available grant funds as effectively as possible, adjoining jurisdictions shall be encouraged to combine projects and submit joint applications.

(c) The minimum amount that an applicant may request for any individual project is fifteen thousand dollars ($15,000). Any agency may allocate all or a portion of its per parcel share to a regional or state project or another neighboring jurisdiction and all agencies shall be encouraged to form partnerships with school districts for park and recreation purposes.

(d) Funds allocated to per-parcel grants pursuant to subsection (c)(1) of Section 3 shall be available for expenditure not later than July 1, 1997. These funds shall be expended or committed for expenditure by the recipient by June 30, 2001. Commencing on July 1, 2001, any such grant funds under subsection (c)(1) of Section 3 which are not expended or committed to expenditure by the recipient shall be available for allocation to one or more classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution, and per parcel grant funds that were originally allocated to incorporated cities shall only be spent within municipalities. Upon reallocation by the Board, the original recipient of the funds shall have no further claim to the funds.

(e) (1) Funds allocated to grants for specific identified projects pursuant to subsections (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 shall be available for expenditure not later than July 1, 1997, and shall be expended or committed for expenditure by the recipient prior to June 30, 2003. If these funds are not expended or committed for expenditure prior to June 30, 2003, then, after July 1, 2003 (except as provided in paragraph (2) of this subsection), the agency

to which the funds are originally allocated for a specific identified project may submit to the Board an alternative plan for expenditure of the funds in accordance with the purposes of this resolution within the city or area of the District in which funds were originally authorized to be expended. The Board, in its capacity as governing body of the District, may approve the plan by a majority vote. If the revised plan of expenditure is approved by the Board, the reallocated funds shall be expended or committed to expenditure within three years after Board approval of the new plan of expenditure, and if not so expended or committed to expenditure within such three-year period, the funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(2) The agency to which funds are originally allocated under subsection (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 may submit to the Board an alternative plan for expenditure of said funds prior to July 1, 2003, only if one or more of the following conditions exists: (A) that due to natural disasters or other acts of nature the project is incapable of being carried out at the original designated site; (B) if an acquisition project, that no lands are for sale or can be acquired within the original designated project area; (C) that the original specific identified project will be carried out using an alternate source of funds; or (D) that the original specific identified project described in Section 3 of this resolution has been completed for less than the amount allocated. The governing body of the recipient agency shall adopt a resolution making findings that one or more of the above conditions exist and the agency shall submit such resolution, together with detailed supporting documentation of such condition(s), to the Department of Parks and Recreation.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(3) If funds allocated to grants for specific identified projects pursuant to subsections (a)(1) and (c)(2) of Section 3 are not expended or committed for expenditure by the recipient prior to June 30, 2003, and if an alternative plan for expenditure is not submitted to the Board prior to June 30, 2004, these funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

Section 6. (a) Funds allocated to the City of Los Angeles pursuant to paragraphs (3) and (10) of subsection (b) of Section 3, and to the City of Santa Clarita pursuant to paragraph (12) of

subsection (b) of Section 3 shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c). Funds allocated to the City of Whittier pursuant to paragraph (11) of subsection 3(b) shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c), and the City of Whittier shall demonstrate to the satisfaction of the Department of Parks and Recreation that the State has authorized the City to expend such funds at the Pio Pico State Historic Park, and provided that the City has obtained all necessary approvals for such project; if the City of Whittier is unable to satisfy the conditions in this sentence, the funds shall be allocated for expenditure within the Whittier Hills in accordance with Section 3(c)(2)(HHH)(ii).

(b) If the City of Los Angeles elects to expend the funds allocated in subsection (c)(2)(FF)(iii) of Section 3 pursuant to an agreement with another Public Agency, the District shall grant these funds directly to said Public Agency, provided that the City of Los Angeles shall certify the long-term recreational use of the improvements. The funds allocated to the City of Los Angeles in subsection (c)(2)(FF)(iv) of Section 3 shall be expended by the Santa Monica Mountains Conservancy as the public entity responsible for implementation of the Rim of the Valley Trail Corridor Master Plan pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.

Section 7. (a) The funds allocated in subsections (a)(2) and (a)(3) of Section 3 shall be available as grants on a competitive basis to Public Agencies and Nonprofit Organizations. The funds shall be encumbered by the recipient within three years of the date when such grants are awarded. The Department of Parks and Recreation shall allocate a share of such competitive funds for expenditure in the unincorporated area of the District using the same procedures specified in subsection (a) of Section 5. The funds allocated pursuant to subsection (a)(2) of Section 3 for competitive grant programs shall be divided equally among the respective purposes specified therein, consistent with the procedures developed by the District for similar competitive grant funds pursuant to the 1992 Order.

(b) Competitive funds allocated pursuant to Section 3 and the 1992 Order shall be made available on a regular annual basis until all such funds are encumbered, and the Department of Parks and Recreation shall notify affected Public Agencies and Nonprofit Organizations of the availability of such funds. Organizations representing ten or more cities shall be given the opportunity by the Department of Parks and Recreation to be fairly represented in the evaluation process established by the Department of Parks and Recreation pursuant to the 1992 Order to evaluate all competitive grant applications. For all competitive grants awarded pursuant to Section 3 and the 1992 Order to Nonprofit Organizations and to Public Agencies from a city with a population of 100,000 or less, costs eligible for reimbursement shall include reasonable costs of preparation of documents needed to apply to the District for the grant, including costs of biological assessments required pursuant to subsection (c) of Section 8, up to three percent (3%) of the total grant amount awarded. In each year that competitive grant funds are available, an amount not less than two and one-half percent (2.5%) of funds available to the District in that

year for administrative purposes shall be expended by the District through grants or contracts to independent firms or qualified Nonprofit Organizations for the purpose of providing a technical assistance program to Public Agencies and Nonprofit Organizations throughout the District in preparation of competitive grant requests. The District shall prepare said technical assistance program for Board approval. The Board shall have the ability to adjust the percentage of funds used for said purposes if it determines that the level of funding required to provide the Board-approved technical assistance program is less than the stated percentage. Two hundred fifty thousand dollars ($250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Rim of the Valley Trail Corridor, and two hundred fifty thousand dollars ($250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Santa Monica Mountains.

(c) All other criteria being equal, priority for allocation of any competitive grants under this resolution shall be given to those cities, and to Nonprofit Organizations applying jointly with those cities, which are not designated recipients of funds for specific identified projects in subsection (c)(2) of Section 3 of this resolution or subsection (b)(2) of Section 8 of the 1992 Order. Any city or Nonprofit Organization which would otherwise be entitled to a priority under this subsection (c) shall not be entitled to such priority after it has been awarded a competitive grant under this resolution or the 1992 Order.

(d) In awarding competitive grants, priority shall be given to those proposals which provide for the employment of youth, and particularly at-risk youth, from the area in which the proposed project is located, or which include or are to be administered by a Nonprofit Organization with a demonstrated history of youth employment, gang prevention and intervention, and training programs for at-risk youth, including local community conservation corps and the California Conservation Corps. Such priority shall give due consideration to the employment of female, as well as male, at-risk youth. In furtherance of this goal, the Board may adopt such rules and regulations, and impose such conditions on the recipients of funds under this resolution and the 1992 Order, as the Board may determine to be necessary or appropriate.

(e) One or more individual jurisdictions may enter into an agreement with one or more Public Agencies or Nonprofit Organizations for the purpose of carrying out a grant pursuant to this Section, subject to the requirements of Sections 10 and 11.

Section 8. (a) Funds allocated for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 and the 1992 Order shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the restoration, rehabilitation or acquisition of natural lands and the development of recreational resources along rivers and streams in the County, including the Santa Clara, San Gabriel and Los Angeles Rivers or their tributaries. These funds shall be used only for the acquisition and/or restoration of lands for natural habitat, wildlife enhancement, and/or development of compatible recreational resources.

No less than sixty percent (60%) of funds available for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 shall be used for acquisition, restoration and rehabilitation of natural lands along these rivers and streams. Remaining funds shall be available for development of recreational resources compatible with any existing or restored natural habitat.

(b) Funds allocated for competitive grants pursuant to subsection (a)(3) of Section 3 shall be available as competitive grants for at-risk youth recreation and service facilities only for projects which demonstrate at least sixty percent (60%) usage of the facilities by at-risk youth. The foregoing restriction shall also apply to funds allocated under the 1992 Order for competitive grants for at-risk youth recreation and service facilities. Priority for these grants shall be given to those applications which demonstrate equal attention to the specific needs of girls and boys. An amount not less than five hundred thousand dollars ($500,000) shall be granted to the Department of Children and Family Services for development and/or improvement of at-risk youth recreation and service facilities at MacLaren Hall. An amount not less than two million five hundred thousand dollars ($2,500,000) shall be allocated to the Mountains Recreation and Conservation Authority for acquisition and development of an at-risk youth camp in the Whittier Puente Hills east of Colima Road for the use of, and accessible to, at-risk youth from densely-populated, highly-urbanized areas with a high population of at-risk youth and with low per capita percentage of park, recreation, community or open space lands or facilities.

(c) Funds allocated for competitive grants for acquisition and/or restoration of natural lands pursuant to subsection (a)(2) of Section 3 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the acquisition, improvement and/or restoration of natural lands including but not limited to coastal sage scrub, desert, coastal dunes, coastal prairies, chaparral, vernal pools, oak woodlands, forests and native grasslands habitat. Applications for these grant funds shall include a biological assessment of the site including current and historical information, a restoration plan and a long-term habitat management plan. Applicants shall provide documentation of consultation with experts in conservation biology and natural habitat restoration and shall provide documentation that said plans and assessments have been reviewed by these experts.

Section 9. (a) Funds authorized pursuant to subsection (a) (4) of Section 3 shall be available for grants to Public Agencies and shall be expended only for capital outlay projects which meet one or more of the following criteria: (1) protect public health in recreational waters; (2) preserve and enhance the ecological integrity of significant watersheds containing Significant Ecological Areas; (3) are Best Management Practices as defined in the Storm Water NPDES permit for the County and approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board; and (4) reduce runoff into Santa Monica Bay where the runoff travels across lands that contribute large amounts of toxic pollutants to the storm drain system, or measurably reduce the toxicity of that runoff. Proposed projects shall be submitted to the Regional Water Quality Control Board for review and approval.

(b) The Department of Public Works shall prepare, and submit to the Board for approval, a timeline and proposed criteria and procedures for evaluating grants authorized pursuant to subsection (a)(4) of Section 3 of this resolution (and subsection (a)(6) of Section 8 of the 1992 Order) no later than March 30, 1997. The Regional Water Quality Control Board shall in a public process review and give final approval to the criteria and procedures for evaluating these grants.

Section 10. No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

(a) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds. With the approval of the granting agency, the recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this Section.

(b) To use the property only for the purposes of this resolution and to make no other use, sale, or disposition of the property, except as provided in Section 11.

(c) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under this resolution shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13. The recipient shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.

(d) To comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended, to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes, or other evidences of indebtedness issued to finance such disbursement of funds to such recipient.

The conditions specified in paragraphs (a), (b), (c) and (d) of this Section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 3 of this resolution from the recipient to another Public Agency, to a Nonprofit Organization authorized to acquire, develop, improve, restore and/or operate real property for park, wildlife, recreation, community, open space or gang prevention and intervention purposes, or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

Section 11. (a) Before the use of any property acquired, developed, improved, rehabilitated or restored through a grant pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, the recipient of said funds must hold a public hearing relative to such proposed change in use or sale or other disposition of said property, and at the conclusion of such public hearing, the recipient must adopt a finding that the proposed change in use or sale or other disposition of said property will further the purposes of this resolution. If the recipient adopts such a resolution and proceeds with the change in use or sale or other disposition of said property, an amount equal to the greater of (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated, or restored with the grant, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

(b) Nothing in this Section shall limit a grantee from transferring property acquired pursuant to this resolution to the National Park Service or the State Park System, with or without consideration.

Section 12. (a) All real property acquired pursuant to this resolution shall be acquired in compliance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code. Public Agencies and Nonprofit Organizations receiving funds under this resolution shall certify compliance to the Department of Parks and Recreation. Funds disbursed to a Public Agency under this resolution may be expended by that receiving Public Agency, or by a joint exercise of powers entity established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code pursuant to an agreement with such receiving Public Agency.

(b) For purposes of this resolution, the term "acquisition" includes gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to the District, conditional or unconditional, for park, conservation, recreational, community, cultural, wildlife habitat, natural lands or other

purposes for which real property may be acquired or developed pursuant to this resolution, shall be made in the name of the County and accepted and received on behalf of the District in the name of the County by the Board. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3.

Section 13. Reasonable public access to lands acquired in fee with funds made available pursuant to this resolution shall be provided except where that access may interfere with resource protection. "Reasonable public access" includes, but is not limited to, parking and public restrooms.

Section 14. All funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out. In furtherance of the goal of increasing employment opportunities for at-risk youth, the Board may adopt such rules and regulations, and impose such conditions on recipients of funds under the 1992 Order and this resolution, as the Board may determine to be necessary or appropriate.

Section 15. To the maximum extent feasible, Public Agencies and Nonprofit Organizations shall be encouraged to use funds received pursuant to this resolution to provide funding through agreements with community conservation corps, the California Conservation Corps, and with other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth in this resolution.

Section 16. Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp or overflowed lands, or other wetlands, whether or not those lands have been granted in trust to a local Public Agency, any agency receiving funds pursuant to this resolution shall submit to the State Lands Commission any proposal for the acquisition of those lands. The State Lands Commission may, at its discretion, within ninety (90) days after such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submission and to the Department of Parks and Recreation.

Section 17. (a) Funds that are granted pursuant to Section 3 for the purposes of development, improvement, rehabilitation and/or restoration shall be expended for these purposes only on lands owned by the applicant Public Agency or Nonprofit Organization or subject to a lease or other interest held by such Public Agency or Nonprofit Organization. If such lands are not owned by the applicant or subject to such other interest held by the applicant, the applicant shall first demonstrate to the satisfaction of the administering agency that the

project will provide public benefits commensurate with the type and duration of the interest in land held by the applicant.

(b) No wetlands or riparian habitat acquired pursuant to this resolution shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) Any restoration of natural habitat lands restored pursuant to this resolution and the 1992 Order shall use only species native to California to the maximum extent feasible. Funds allocated pursuant to Section 3 that are used for landscaping, planting trees or any other planting projects shall use drip irrigation or other water conserving irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, except when such use can be shown to be infeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems. Any recipient of funds for planting on natural lands shall make every effort to use only plant species and vegetation types which are appropriate to the local ecosystem of the site.

(d) Notwithstanding subsection (e) of this Section, the development of recreational resources or facilities pursuant to this resolution and the 1992 Order shall not degrade the natural values present or being restored along rivers, tributaries and wetlands, nor shall they be used for flood control projects.

(e) Any project funded pursuant to this resolution and the 1992 Order shall include sufficient funds to mitigate damage done to natural lands as a result of said project as otherwise required by law.

(f) No funds shall be used to pay for mitigation which is required to be carried out by state or federal law in connection with a project or activity which is not funded pursuant to this resolution or the 1992 Order.

Section 18. No provision of this resolution shall be construed as authorizing the condemnation of publicly-owned lands.

Section 19. Funds provided to the Santa Monica Mountains Conservancy shall be held and disbursed by the District and, upon application by the Conservancy, shall be expended solely for projects approved by the Board, pursuant to such criteria as the Board may in its discretion adopt; provided, that said funds shall be for projects identified in the annual work program of the Conservancy transmitted to the Governor and the Legislature pursuant to paragraphs (1) and (2) of subdivision (a) of Section 33208 of the Public Resources Code, as amended from time to time after a noticed public hearing, and provided that the Board may disapprove a project in an incorporated city only upon a finding that the acquisition or improvement of a project will

involve the acquisition of or access to a site identified or proposed for present or potential future sanitary landfill purposes by the County, or involve any other land or project which may directly or indirectly hinder or impact the ability of the County to use any site so identified for such purposes. All land acquired in whole or in part with funds allocated to the Conservancy hereunder shall be purchased from willing sellers, and in no event shall funds allocated to the Conservancy hereunder be used to pay or reimburse the purchase price of land acquired through the exercise of the power of eminent domain. Disbursement of funds pursuant to subsection (d) of Section 3 shall be governed by the procedures specified for the 1992 order in the order of the Board dated March 29, 1994, and such method of disbursement shall continue to apply to the 1992 Order and to funds provided pursuant to this resolution, except that funds shall be expended within five years of disbursement.

Section 20. If funds are allocated in a citywide measure adopted by the City of Los Angeles in 1996 for any project located at the site of a project identified in subsections (c)(2)(FF)(i) through (xiv), inclusive of Section 3, and in subsection (b)(3) or (b)(10) of Section 3, the funds allocated in this resolution for that project may be reallocated by the Board for another project with regional recreation or open space benefit consistent with the purposes of this resolution within the City of Los Angeles. Such project shall be approved by the City Council of the City of Los Angeles.

Section 21. (a) The Department of Parks and Recreation shall administer for the District all funds for the projects and programs described in this resolution. Administrative costs eligible for funds available for project planning and design of projects funded pursuant to this resolution and the 1992 Order shall include project design and inspection when said inspection is required by the agency responsible for carrying out the project. In any year, a recipient agency may utilize an amount not more than one percent (1%) of the funds which it is eligible to receive under subsection (b) of Section 23 for reimbursement of accounting and bookkeeping costs as applicable overhead to pay for compliance with the District's accounting and reporting requirements.

(b) Consistent with subsection (a) of Section 23, proceeds of the Additional Assessment shall be used for: (i) costs of maintenance and servicing of projects funded by the District (whether such projects were funded through the application of cash proceeds of assessments or proceeds of bonds, notes or other evidences of indebtedness issued by the District in accordance with this resolution or the 1992 Order) or otherwise acquired pursuant to this resolution, (ii) payment of actual administrative costs associated with carrying out the purposes of the District, by the District and recipient Public Agencies, and (iii) either to pay directly the costs of projects authorized pursuant to this resolution or the 1992 Order, or to pay debt service on any bonds, notes or other evidences of indebtedness of the District.

(c) It is the intention of the District to issue bonds, notes or other evidences of indebtedness, to fund all or a portion of the costs of the projects listed in Section 3 of this

resolution. Such bonds, notes or other evidences of indebtedness may be issued in one or more series at such times and in such principal amounts as the Board may determine in its sole discretion.

(d) All proceeds of the Additional Assessment shall be deposited into the Parks Fund established pursuant to the 1992 Order. The Auditor-Controller of the County, on behalf of the District, may create any other funds, accounts or subaccounts necessary or desirable to account for the funds of the District, including the proceeds of assessments and bonds, notes and other evidences of indebtedness issued by the District.

(e) In accordance with the 1992 Order, all revenue generated by the District, including the proceeds from the issuance of any bonds, notes or other evidences of indebtedness, shall be deposited in the Parks Fund and shall be allocated among all affected Public Agencies within the District as defined in Section 5506.9 of the California Public Resources Code, for expenditure consistent with the purposes of Division 5, Chapter 3, Article 3 of said Public Resources Code and of the 1992 Order and this resolution. The County shall be reimbursed from the Parks Fund for the actual costs of administration of the District and the costs of issuance of bonds, notes or other evidences of indebtedness by the District.

(f) If the County purchases a surety bond to replace cash in a debt service reserve fund, either before or after bonds are issued, the cash so replaced shall be allocated in the same manner described in Section 24.

(g) No proceeds of any bonds, notes or other evidences of indebtedness issued by the District shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of bonds, notes or other evidences of indebtedness of the District.

(h) The amounts of all allocations designated in Section 3 are net amounts, and shall not be reduced for administrative costs of the District.

(i) The District shall contract for an independent audit to be conducted annually by an independent auditing firm for the purposes of determining compliance by the District with the terms of this resolution and the 1992 Order, and to report on the status of all expenditures, grants and contracts as of the end of each fiscal year, including all fund balances; such audit to be completed and such auditor's report to be issued by January 1 of the following year. The Board may establish by resolution the scope of the annual audit which may include among other things an audit of the funds received and expended pursuant to this resolution and the 1992 Order by any recipient agency, including but not limited to the Department of Parks and Recreation, the Santa Monica Mountains Conservancy, the City of Los Angeles and the Department of Beaches and Harbors.

(j) The District shall manage its revenues and issue debt in a manner so as to ensure that sufficient funds are available in accordance with the terms of the Master Indenture to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09, and shall annually prepare a Plan of Revenues and Expenditures for the entire life of the 1992 Assessment and the Additional Assessment which demonstrates such availability of funds. The annual Plan of Revenues and Expenditures shall be prepared following completion of the annual audit referred to in subsection (i) of this Section and shall be adopted by the Board prior to June 30 of each year. In preparing the Plan of Revenues and Expenditures the District shall consult with an independent Financial Consultant, and may incorporate directly or by reference all or any portion of the engineer's report prepared by the District for that fiscal year.

Section 22. The Additional Assessment shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such Additional Assessment is first levied and collected by the District.

Section 23. (a) In each of the first twenty (20) years after the date the Additional Assessment is first levied and collected, a minimum of eighty percent (80%) of all proceeds of the Additional Assessment levied and collected by the District shall be used for capital outlay projects, including, but not limited to, acquisition and improvement of real property. For purposes of this resolution, capital outlay projects include the servicing of bonds, notes or other evidences of indebtedness issued by the District.

(b) On an annual basis, fifteen percent (15%) of all proceeds of the Additional Assessment and the 1992 Assessment (or such greater percentage of the proceeds of the Additional Assessment and the 1992 Assessment, not to exceed twenty percent (20%), as determined by the Board) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded by the District pursuant to the 1992 Order and this resolution. Such maintenance and servicing amount of the Additional Assessment and the 1992 Assessment shall be allocated each year as follows: (1) to the County (for the benefit of the Department of Parks and Recreation, or the Department of Beaches and Harbors, or any other applicable department as determined by the Board), an amount obtained by multiplying the aggregate amount of such maintenance and servicing funds to be allocated for such year by a fraction, the numerator of which is the number of parcels of land in the unincorporated area of the County and the denominator of which is the total number of parcels of land in the County; (2) to the Santa Monica Mountains Conservancy, or any other agency designated by it to manage properties acquired pursuant to this resolution or the 1992 Order by the Conservancy or any joint powers entity to which the Conservancy is a party which has acquired properties pursuant to the 1992 Order or this resolution, a percent of the total maintenance and servicing funds that equals the percent of the total capital outlay funds that are allocated to and/or to be expended by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority pursuant to Section 3 of this resolution; and (3) except as

provided in the next paragraph, to each incorporated city within the District, an amount obtained by multiplying the maintenance and servicing funds remaining after the allocations described in the preceding clauses (1) and (2) by a fraction, the numerator of which is the number of parcels of land in such city and the denominator of which is the total number of parcels of land in the incorporated areas of the County. Of the maintenance and servicing funds allocated to the County in this resolution and the 1992 Order, the Department of Beaches and Harbors shall be allocated an amount obtained by dividing the total amount of funds allocated to the Department of Beaches and Harbors in this resolution and the 1992 Order by the total amount of funds allocated for specific identified projects and for per parcel grants to the Department of Parks and Recreation in this resolution and the 1992 Order. On an annual basis, one million seven hundred thousand dollars ($1,700,000) shall be deducted from the maintenance and servicing funds allocated to the City of Los Angeles in this resolution and the 1992 Order, and such amount shall be used to pay debt service on bonds, notes or other evidences of indebtedness issued to fund the project described in Section 8(b)2.V.x of the 1992 Order. In the event of an inconsistency between this Section and Section 23 of the 1992 Order, this Section shall prevail.

The allocations described in this Section 23 shall be made only to those recipients which certify that (1) such funds shall be used only to maintain and service projects funded by the District pursuant to this resolution or the 1992 Order, and (2) such funds shall be used to supplement existing levels of service and not to fund existing levels of service.

(c) If operation and maintenance and/or ownership of the County's beaches are transferred to a non-County entity in the future, the funds allocated pursuant to this section for maintenance and servicing of the County's beaches shall be re-allocated by the Board for maintenance and servicing of projects funded by this resolution or the 1992 Order.

Section 24. (a) To the extent permitted by applicable law and not inconsistent with the other provisions of this resolution, in each fiscal year, as determined by the independent audit conducted pursuant to subsection (i) of Section 21, a portion of the excess of (1) assessment revenues collected pursuant to this resolution and the 1992 Order plus investment earnings thereon, and any other revenues of the District (excluding bond proceeds or any other evidences of indebtedness, but including collections of delinquent assessments and interest and penalties thereon), all cumulative to the date of the independent audit, over (2) amounts expended for capital outlay (excluding capital outlay funded with bond proceeds or other borrowed funds), and amounts expended or allocated for maintenance and servicing, administrative costs and debt service, all cumulative to the date of the independent audit (such excess being hereinafter referred to as the "Excess"), shall be allocated by the Board for grants in furtherance of the purposes of this resolution and the 1992 Order. The independent Financial Consultant referred to in subsection (j) of Section 21 shall annually determine what portion of the Excess from the prior year may be made available in the next fiscal year pursuant to this Section 24 without impairing the ability of the District to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09 and without

impairing the District's ability to issue or repay bonds, notes or other evidences of indebtedness (such amount being hereinafter referred to as the "Available Excess"). The independent Financial Consultant shall make a recommendation as to the Available Excess to the District for its use in preparing the annual Plan of Revenues and Expenditures referred to in subsection (j) of Section 21. In each year, 80% of the Available Excess as identified in the Plan of Revenue and Expenditures approved by the Board shall be allocated by the Board pursuant to this section and in accordance with the following schedule (to the extent permitted by applicable law and not inconsistent with the other provisions of this resolution): 80% shall be allocated for capital projects and 20% shall be allocated for maintenance and servicing of those capital projects.

(b) Over the life of the 1992 Assessment and the Additional Assessment, a total of ten percent (10%) of the funds expended for capital outlay pursuant to subsection (a) shall be allocated for competitive grants pursuant to subsections (a)(2) and (a)(3) of Section 3, which shall be allocated equally among each supervisorial district; the remainder of the funds to be expended pursuant to subsection (a) of this Section shall be equally distributed between the category of highest priority regional open space and recreation projects (as defined in this Section) and the category of regional park and recreation facilities (as determined by the District). Of the annual amount of funds allocated pursuant to this Section, capital funds shall be available only to those agencies which have expended or committed to expenditure the capital funds allocated to said agencies in any category of expenditure under this resolution and the 1992 Order, except that the amount available for the category of regional park and recreation facilities shall be equally distributed between grants to the County and incorporated cities. Grants to incorporated cities shall be made only to those cities that have expended or committed to expenditure all funds allocated to them in all categories of expenditure under this resolution and the 1992 Order. In any year, first priority for expenditure of funds under this section shall be given to land acquisition projects. Capital funds not encumbered in any fiscal year shall be available for reallocation by the Board, pursuant to this section, in the subsequent annual allocation.

(c) For purposes of this section, "highest priority regional open space and recreation projects" shall mean projects for the purposes of and expended by the agencies identified in subsections (b)(2), (b)(9), (b)(14), and (d) of Section 3, including the Santa Clarita Woodlands, and for projects along Ballona Creek consistent with the purposes and conditions specified in subsection (b)(9).

Section 25. Individuals who qualify for the California Property Tax Postponement Program (Sections 20581 et seq. of the California Revenue and Taxation Code) may also qualify for postponement of the Additional Assessment. The Treasurer and Tax Collector of the County shall notify those individuals who have qualified for the Property Tax Postponement Program of this provision.

Section 26. The method of assessment contained in the Engineer's Report with respect to the 1992 Assessment is hereby amended to the extent and with the effect that the portion of any vacant parcel of land, and the vacant portion of any partially improved parcel of land, in excess of two and one-half acres shall not be assessed. Notwithstanding any discrepancies, differences or variations between the Engineer's Report with respect to the 1992 Assessment and the Engineer's Report with respect to the Additional Assessment, it is the intent of this resolution that the method of assessment with respect to both the 1992 Assessment and the Additional Assessment shall be identical in all respects. Any such discrepancies, differences or variations in the method of assessment shall be resolved in favor of the Engineer's Report with respect to the Additional Assessment.

Section 27. Any revenue generated by the District (including the proceeds of any indebtedness of the District) which is available for capital outlay purposes, may be applied to fund any project contemplated under the 1992 Order or this resolution. In furtherance of this provision, proceeds of the 1992 Assessment which are to be applied to capital outlay purposes may be applied to fund projects under this resolution, and proceeds of the Additional Assessment which are to be applied to capital outlay purposes may be applied to fund projects under the 1992 Order. In addition, any proceeds of the 1992 Assessment or the Additional Assessment which are to be applied to capital outlay purposes may be applied to pay the principal of, or interest on, any bonds, notes or other indebtedness of the District, regardless of the time of issuance or the use of the proceeds of such bonds, notes or indebtedness.

Section 28. In case any provision of this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this resolution shall not in any way be affected or impaired thereby.

Section 29. This resolution shall not take effect unless approved by a majority of the voters of the County voting on the matter at a general or special election called by the Board for such purpose. If so approved by the voters, this resolution shall take effect, and the Additional Assessment shall exist and be deemed approved, all as of the date of the election, without regard to the date of certification of the election results.

Section 30. The officers and employees of the County and ex officio the officers and employees of the District, are and each of them acting alone is, hereby authorized and directed to take any and all actions which are necessary or desirable to carry out the purposes of this resolution and the 1992 Order.

Section 31. The County Counsel is hereby authorized and directed to prepare a final text of this resolution, incorporating all amendments to the version on file with the Clerk of the Board on June 13, 1996, and approved by the Board, including appropriate paragraph numbering and/or lettering, cross references and other technical or conforming changes as County Counsel may deem necessary or desirable to carry out the Board's intent and for clarity and ease of reading.

Technical and conforming changes shall include but not be limited to the insertion of new paragraphs in the appropriate place with an appropriate numerical or letter designation and the renumbering or re-lettering of other subsections and paragraphs to reflect the insertion, together with the updating of cross-references to such renumbered and re-lettered subsections and paragraphs in other portions of the resolution.

Section 32. The list of improvements in the Final Engineer's Report is amended to conform with descriptive and fiscal changes made to projects in Section 3 of this resolution.

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The foregoing resolution was on the 18th day of June, 1996, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JOANNE STURGES, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: _____
Principal Deputy County Counsel

mjs15:measure.bos
6/17:final

Attachment B

Grant Application Form and Resolution of the City of Torrance

for Madrona Marsh Preserve Restoration Project

Grant No. 58K4-08-2141

The complete application is on file with the District and is hereby incorporated by reference.

EXHIBIT A

County of Los Angeles
Regional Park and Open Space District
Grant Application Form

This form and required attachments must be submitted for each project.

Project Name: Madrona Marsh Preserve Restoration Project	***For District Use Only*** Grant Number: 58K4 - 08 - 2141 Program Manager:
Project Applicant: *(Name of agency and mailing address)* City of Torrance 3031 Torrance Blvd. Torrance, CA 90503	Proposition Section(s) Grant Amount Requested: $75,809.00 Total Project Cost: $92,909.00 Source(s) of other funds: City of Torrance-$11,400 LACC-$5,700 Project Address: 3201 Plaza Del Amo Torrance, CA 90503

Grant Applicant's Representative Authorized in Resolution:

Name	Title	Phone
Norm Reeder	Acting Comm.Svcs. Dir.	310 618-5950

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

Name	Title	Phone
Tracy Drake	Nature Center Manager	310 782-0639

Brief Description of Project:
Expansion of existing natural land restoration activities at the Madrona Marsh Preserve. Activities to include a 1/2 acre tract of land on the western edge of the facility and five acres on the southeast corner of the property. The expansion involves the removal of non-native plant species, installation of a new irrigation system, and planting of native vegetation. The project benefits the more than 700 native plant and animal species that call the preserve home.

Project Performance End Date: / / 30-Jun-08

For **Development** Projects - Land Tenure:

Project is 5.5

5.5 Acres owned by Applicant (fee simple)
_____ Acres available under a _____ year lease
_____ Acres - Other *(please explain)*

For **Acquisition** Projects:

Project is _____ acres.

_____ Acquired in fee simple by Applicant
_____ Acquired in other than fee simple *(please explain)*

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

Norm L Reeder — *Signature of Applicant's Representative as shown in resolution.*

8/29/07 — *Date*

revised 1/00

RESOLUTION NO. 2007-61

RESOLUTION OF THE CITY OF TORRANCE CITY COUNCIL APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR FOURTH SUPERVISORIAL DISTRICT EXCESS FUNDING FOR *MADRONA MARSH RESTORATION PROJECT*

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

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

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

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

WHEREAS, said application contains assurances that *CITY OF TORRANCE* must comply with; and

WHEREAS, *CITY OF TORRANCE* will enter into an Agreement with the District to provide funds for acquisition and development projects.

NOW, THEREFORE, BE IT RESOLVED that the *City of Torrance City Council* hereby:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Fourth Supervisorial District Excess Funds for the above project; and
2. Certifies that *CITY OF TORRANCE* understands the assurances and certification in the application form; and
3. Certifies that *CITY OF TORRANCE* has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
4. Appoints the *DIRECTOR OF COMMUNITY SERVICES*, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Passed, approved and adopted this 12th day of June, 2007

/s/ Frank Scotto
Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

by /s/ Ron Pohl
Ronald T. Pohl, Assistant City Attorney

ATTEST:

/s/ Sue Herbers
Sue Herbers, City Clerk

TORRANCE CITY COUNCIL RESOLUTION NO. 2007-61

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)

I, Sue Herbers, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 12th day of June 2007 by the following roll call vote:

AYES:	COUNCILMEMBERS	Brewer, Drevno, Sutherland, Witkowsky and Mayor Scotto.
NOES:	COUNCILMEMBERS	None.
ABSTAIN:	COUNCILMEMBERS	None
ABSENT:	COUNCILMEMBERS	Nowatka.

/s/ Sue Herbers
Sue Herbers
City Clerk of the City of Torrance

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF TORRANCE)

This is to certify that the foregoing is a true and correct copy of the original document.
Dated: June 13, 2007

Sue Herbers
SUE HERBERS, City Clerk

ATTACHMENT C

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of April 23, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Los Angeles Conservation Corps, a California non-profit agency ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide conservation services on the Madrona Marsh Resotration Project.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2009.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $52,745 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Tracy Drake, Nature Center Manager is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Monica Acosta
Brent Scheiwe

9 **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be

caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Los Angeles Conservation Corps Sea Lab P.O. Box 15868 Los Angeles, CA 90015 Fax: 310-318-7437
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **YOUTH SENSITIVE SAFETY CLAUSE**
CONTRACTOR, along with any employees or agents that provide any services enumerated in this Agreement, is required to be fingerprinted at the Torrance Police Department prior to commencing any service.

31. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so

executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto,
Mayor

Los Angeles Conservation Corps
a California non-profit agency,

By:_____
Bruce Saito
Executive Director
Los Angeles Conservation Corps

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:_____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 9/13/06

Exhibit A—Scope of Services

Description of Project

A. The City of Torrance seeks to expand its natural lands restoration activities at the Madrona Marsh Preserve. Contractor will provide labor crews to remove weeds and non-native vegetation, restore natural areas, and install irrigation elements.

B. This project has two service areas.

1. The first project area is a ½ half-acre strip of land considered part of the Madrona Marsh Preserve; this project area will be referred to as the Madrona Median Project.

2. The second project area is the five-acre tract of land on the southeast corner of the property; this project area will be referred to as the Madrona Marsh Basin Project.

General Information

A. The services contracted by the CITY from the CONTRACTOR under this agreement will be for the Madrona Marsh Restoration Project. Services will be consistent with the Los Angeles County Regional Park and Open Space District Grant Proposal submitted by the City of Torrance for the Madrona Marsh Preserve Project.

B. A comprehensive project timeline will be mutually developed and shared with each party in writing upon execution of this agreement.

C. CONTRACTOR's labor crews will check in and check out with the Nature Center Manager or designee on a daily basis.

D. All labor crews will be supervised by CONTRACTOR staff at all times.

E. CONTRACTOR's crews will obey all safety standards in providing service under this agreement. Safety violations will be noted and documented by the Nature Center Manager. All documented violations will be submitted to the CONTRACTOR in writing. Continual disregard for safety standards may lead to a cancellation of this agreement.

F. CONTRACTOR will call or email the Nature Center Manager on a weekly basis to discuss the progress of the project, problems encounters, safety issues, and upcoming plans.

G. All tools and equipment for the project will be provided by the City of Torrance. Contractor may provide hand tools at the discretion of the Nature Center Manager.

CONTRACTOR's Fee

1. CONTRACTOR will provide, at a minimum 10 LACC corps members, for a total of 1,450 hours on the Madrona Marsh Restoration Project. CONTRACTOR will provide a minimum of one work crew per work shift as agreed to under the predetermined work schedule. CONTRACTOR will keep detailed records as to when the work shifts begin including, but not limited to crew check in times at the CONTRACTOR's location and subsequent travel times. Travel time will be considered as compensated time.

Exhibit B--Compensation Schedule

1. Method of Payment

   A. Payments to the CONTRACTOR will be made following receipt of an invoice that shows the services rendered and accompanying documentation. All accompanying documentation must be signed by the CONTRACTOR.

   B. CONTRACTOR will submit an invoice for service no later than 90 after the conclusion of the project. Due to the timelines of the grant funding this project, invoicing after 90 days may incur a penalty to be determined at a later date.

2. Accompanying Documentation

   A. The following documents will be submitted to the CITY at the time of invoicing as appropriate:

   B. The CONTRACTOR will submit timesheets for each worker on the project. CONTRACTOR will provide a schedule of pay rates and benefits for each corps member and supervisor employed under this project.

   C. CONTRACTOR will submit work schedules that correlate to specific Project Elements listed in the grant application under the Madrona Median and Madrona Basin projects.

   D. The CONTRACTOR will submit all receipts for materials purchased under this agreement if applicable. All charges not related to labor, must receive prior approval by the Nature Center Manager.

   E. CONTRACTOR has provided a Labor Cost Schedule (dated 11-6-07) for billing purposes and is incorporated into this agreement if not physically attached.

3. CONTRACTOR Match

   A. The LACC matching funds required under the grant will total $5,700. Services used as match will be tracked by CONTRACTOR and submitted to the Nature Center Manager during the invoicing process.

B. Match documentation may be in the form of receipts of payment for materials, staff timesheets for services provided, or other documentation pre-approved by the Nature Center Manager. At the conclusion of the project, the CONTRACTOR will submit a summary calculation of match details that should include pay rates and benefit rates of project staff.

C. If the cost of the senior staff coordination does not total $5,700 during the service period, other match contributions may be approved by the City.