

**APPROVED**  
DEC 18 2019

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

NO. 19-243

DATE December 18, 2019

C.D. 2

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: PROPOSITION 68 SPECIFIED GRANT; AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR RHODES PARK (PRJ21331); CITY COUNCIL RESOLUTION; AND ACCEPTANCE OF GRANT FUNDS

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>NRW</u>

  
 \_\_\_\_\_  
 General Manager

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Authorize the Department of Recreation and Parks (RAP) to submit the required Proposition 68 Specified Grant (Proposition 68) application for the Rhodes Park project (PRJ21331) (Project) in the amount and for the grant scope as further detailed in this Report to the State of California, Office of Grants and Local Services (State), subject to the approval of the Mayor and City Council;
2. Request City Council to adopt the accompanying Resolution (Attachment No. 1), which, among other things, approves of the filing of the Proposition 68 application packet (Attachment No. 2) for the Project, certifies that RAP has reviewed, understands and agrees to the general provisions contained in the sample grant agreement with the State (Attachment No. 3), and delegates authority to RAP's General Manager, Executive Officer, or Assistant General Manager, or designee, to conduct all negotiations, execute and submit all documents, including, but not limited to grant applications, agreements, amendments, payment requests, and all other required documents necessary for the completion of the Project;
3. Direct RAP staff to transmit a copy of the grant Resolution to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council approval, pursuant to the Los Angeles Administrative Code Section 14 as may be amended;
4. Direct RAP staff to return to the Board of Recreation and Parks Commissioners (Board) with the finalized project scope and CEQA analysis for the Project for approval;

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5. Direct RAP staff to transmit a copy of the grant award, when received, to the Mayor, CAO, CLA, and to the City Clerk for committee and City Council approval before accepting and receiving the grant award, pursuant to the Los Angeles Administrative Code Section 14 as may be amended;
6. Authorize RAP's General Manager to accept and receive the Proposition 68 grant funds, when awarded and subsequent to Mayor and City Council approval of such acceptance, and to execute a grant agreement with the State for the Project for the grant scope and amount as more fully set forth in this Report and with terms substantially similar to those set forth in the sample grant agreement attached to this Report as Attachment No.3, subject to the approval of the Mayor and City Council, and City Attorney approval as to form;
7. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Proposition 68 grant fund if awarded, from the State; and
8. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

On June 5, 2018, Proposition 68 was passed by California state voters to fund a \$4.1 billion "California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor For All Act of 2018" (Prop 68). Prop 68 is intended to fund state and local parks, beaches, environmental protection and restoration, water infrastructure, and flood protection projects.

In early July 2019, the State notified RAP that through the State budget process, Proposition 68 Specified Grant funds had been earmarked for one City of Los Angeles project through the Fiscal Year 2019-2020 California State budget process. The Prop 68 allocated project, is:

Project	Grant Scope	Grant Award Amount
Rhodes Park (PRJ21331)	Walking path, outdoor fitness equipment, smart irrigation system, refurbished turf areas and landscaping, shade trees, benches, solar trash receptacles, and drinking fountains.	\$500,000

Currently, the Rhodes Park project site is known as Valley Plaza Park. Valley Plaza Park is on City owned property under APN numbers 2333-002-901 and 2333-004-900. The properties were acquired in 1929, 1930 and 1931 for park purposes. Prior to the completion of the 170 Freeway the property was known as Victory Vanowen Park.

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The Prop 68 funds for the above projects will liquidate on June 30, 2022 since they were approved through the Fiscal Year 2019-2020 State Budget. The State requires RAP to complete the application process with a Resolution for the project before a grant agreement is issued. The State will issue a grant agreement upon approving the proposed Rhodes Park grant scope and Resolution. RAP must submit the approved Resolution to the State by January 2020.

RAP staff is requesting the authority for RAP's General Manager to submit the required Proposition 68 application and accompanying resolution to the State for approval. RAP staff is also requesting the authority for RAP's General Manager to execute the Proposition 68 Specified Grant Agreement and accept the grant funds for the Rhodes Park project once the grant funds are awarded and the acceptance of the grant funds and execution of the grant agreement is approved by Mayor and City Council.

### TREES AND SHADE

The proposed project does not require any trees to be removed. All existing trees will be protected in place. The proposed grant scope includes planting of approximately twenty-six new 24-inch box shade trees. RAP Staff will consult with the Forestry Division to ensure a diverse planting palate. RAP staff will return the Board of Recreation and Park Commissioners (Board) at a later date with a finalized plan detailing the species of trees to be planted.

### ENVIRONMENTAL IMPACT

The proposed Project consists of new landscaping and tree planting, installation of a new irrigation system and of accessory structures and of the construction of minor structures accessory to an existing institutional facility. RAP staff will return to the Board at a later date with the finalized project scope and CEQA analysis for approval.

### FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund in applying for Proposition 68 funds for this Project and accepting the grant funds when awarded. The maintenance costs for Rhodes Park after project completion is unknown at this time.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

<b>Goal No. 1:</b>	Provide Safe and Accessible Parks
<b>Outcome No. 1:</b>	Every Angeleno has walkable access to a park in their neighborhood.
<b>Key Metric:</b>	Percentage of Angelenos with park access within a ½ mile radius of their home.
<b>Target:</b>	60% by 2022

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**Result:** The improvements to this parcel of land will provide the approximately 8,900 residents in the ½ mile radius of the proposed Rhodes Park with improved access to recreational activities.

This Report was prepared by Nicole Panza, Management Assistant, Grants Administration, Finance Division and reviewed by Kai Wong, Senior Project Coordinator, Grants Administration, Finance Division and Bill Jones, Chief Management Analyst, Grants Administration, Finance Division.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment No. 1 – Resolution of the City Council of the City of Los Angeles – Rhodes Park
- 2) Attachment No. 2 – Rhodes Park Specified Grant Application Packet
- 3) Attachment No. 3 – Sample Grant Contract

**Council File No:** \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES

Approving the Application for  
**RHODES PARK**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVING  
APPLICATION FOR SPECIFIED GRANT FUND

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Los Angeles Department of Recreation and Parks, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF LOS ANGELES hereby:

1. Approves the filing of project application for specified grant project; and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project; and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the Department of Recreation and Parks' General Manager, Executive Officer, or Assistant General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The undersigned City Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a Resolution of the City Council of the City of Los Angeles adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**Specified Grant Project Application Form**

PROJECT NAME Rhodes Park	REQUESTED PROJECT AMOUNT \$ <u>500,000</u>	
PROJECT SITE NAME and PHYSICAL ADDRESS where project is located (including zip code) Rhodes Park Vanowen St. and Rhodes Ave North Hollywood, CA 91601	LAND TENURE ( <input checked="" type="checkbox"/> all that apply)  <input checked="" type="checkbox"/> Owned in fee simple by applicant <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement	
NEAREST CROSS STREET Vanowen St. and Rhodes Ave.		
Project is for Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/> Combination <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION Los Angeles County		
APPLICANT NAME AND MAILING ADDRESS City of Los Angeles Department of Recreation and Parks 221 N Figueroa St., Suite 200 Los Angeles, CA 90012		
<b>AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION</b>		
<u>Michael A. Shull, General Manager</u> Name ( <i>typed or printed</i> ) and Title	<u>michael.a.shull@lacity.org</u> Email address	<u>(213) 202-2633</u> Phone
<b>GRANT CONTACT - For administration of grant (<i>if different from authorized representative</i>)</b>		
<u>Bill Jones, Chief Management Analyst</u> Name ( <i>typed or printed</i> ) and Title	<u>bill.jones@lacity.org</u> Email address	<u>(213) 202-5657</u> Phone
PROJECT SCOPE: I represent and warrant that this application packet describes the intended use of the requested grant to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this application packet, including required attachments, is accurate.		
_____ Signature of authorized representative as shown in Resolution	_____ Date	
Print Name <u>Michael A. Shull</u>	_____	
Title <u>General Manager</u>	_____	



State of California – The Natural Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
**Project Scope/Cost Estimate Form**

<b>Pre-Construction (costs incurred prior to breaking ground such as, design, permits, CEQA)</b>	<b>Estimated cost</b>
Design	\$ 60,675
CEQA	\$ 75
<b>Project Scope Items</b>	<b>Estimated cost</b>
Walking path	\$ 118,000
Outdoor Fitness Equipment	\$ 102,750
Landscaping	\$ 52,000
Smart Irrigation System	\$ 112,000
Benches	\$ 10,000
Low Planter Fencing	\$ 12,500
Park Sign	\$ 5,000
Solar Trash Compacters	\$ 12,000
Drinking Fountain	\$ 15,000
	\$
	\$
	\$
	<b>Estimated TOTAL PROJECT COST</b>
Project Application Amount: \$ <u>500,000</u>	\$ 500,000

The grantee understands that this form will be used to establish eligible costs, and that all of the recreation features and major support amenities listed on this form must be completed and open to the public before final project payment is processed as specified in the Final Payments Section found on page **Error! Bookmark not defined.** of this guide.

(Signature) \_\_\_\_\_ Date \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## Funding Sources

PROJECTS funded by the program are not complete until all PROJECT SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these GRANT funds will contribute to is  
\$ 500,000

Anticipated completion date: December 2021

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2019-20 Budget Act	July 1, 2019	\$ 500,000

Submit a revised Funding Sources Form should funding sources be modified.



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CEQA Compliance Certification**

**Grantee:** City of Los Angeles, Department of Recreation and Parks

**Project Name:** Rhodes Park

**Project Address:** Vanowen St. and Rhodes Ave., North Hollywood, CA 91601

Is CEQA complete?  Yes  No Is completing CEQA a project scope item?  Yes  No

**What document was filed, or is expected to be filed for this project’s CEQA analysis (check one):**

- |   |  |
|---|--|
|   | Date complete/expected to be completed |
| <input checked="" type="checkbox"/> Notice of Exemption (attach recorded copy when filed) | _____                                  |
| <input type="checkbox"/> Notice of Determination (attach recorded copy when filed)        | _____                                  |
| <input type="checkbox"/> Other: _____   | _____                                  |

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

**Lead Agency Contact Information:**

Agency Name: City of Los Angeles Department of Recreation and Parks

Contact Person: Paul Davis

Mailing Address: 221 N. Figueroa St. 4<sup>th</sup> Floor, Los Angeles, CA 90012

Phone: (213) 202-2667 Email: paul.j.davis@lacity.org

**Certification:**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project’s construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
Authorized Representative  
(Signature)

\_\_\_\_\_  
Date

Michael A. Shull, General Manager  
Authorized Representative  
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

# Grant Deed

RICHARD O. BULLIS and GRACE J. BULLIS, husband and wife

in consideration of Ten (\$10.00) - - - - - DOLLARS,

to them in hand paid, receipt of which is hereby acknowledged, do hereby

**Grant to**

CITY OF LOS ANGELES, a municipal corporation

the real property in the City of Los Angeles

County of Los Angeles, State of California, described as

All of the Southeast Quarter of Lot 88, Property of  
the Lankershim Ranch Land & Water Co., as per map recorded  
in Book 31, pages 39 to 44, both inclusive, Miscellaneous  
Records of Los Angeles County.

To Have and to Hold to said Grantee its successors ~~and~~ or assigns

Witness our hand & this 19<sup>th</sup> day of June, 1930

*Richard O. Bullis*  
*Grace J. Bullis*

DESCRIPTION
Written by _____
Checked by <i>W. J. ...</i>
Date: 2-5-30

State of California, ) ss.  
County of Los Angeles, )

On this 19<sup>th</sup> day of June, 1930, before me,  
Estelle M. Lesage, a Notary Public in and for said  
County, personally appeared

Richard D. Bullis and Grace J. Bullis

known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument  
and acknowledged to me that he / she executed the same.

Witness my hand and official seal.

Estelle M. Lesage  
NOTARY PUBLIC in and for the County of Los Angeles, State of California.

My Commission Expires Mar. 4, 1934

**Brant Deed**  
INDIVIDUAL

TO

Dated

. 19

**Title Insurance and  
Trust Company**  
Title Insurance Building  
433 So. Spring Street  
Los Angeles, California

Order No. \_\_\_\_\_

When recorded please mail this deed to

12

193071

R W 8273-44

Victory-Vanowen Park

Covering a portion of Lot 88  
Radford Avenue and Van Owen  
Street Park

Block Lankershim Rand  
Tract Land & Water Co

File No. Job No.

Approved as to description JUN 27 1930

J. J. JESSUP  
City Engineer.

By *J. J. Jessup*  
City Engineer.

Approved as to Authority JUN 28 1930

R. F. WITTER  
Right of Way and Land Agent.

By N. C. DROWN  
Assistant Right of Way & Land Agent Deputy.

Approved as to form at \_\_\_\_\_, 19

*See Approval at  
City Engineer's  
Office on back of  
this instrument*  
City Attorney.

By \_\_\_\_\_  
Deputy.

PRESENTED TO COUNCIL  
Park Commission

ACCEPTED BY COUNCIL  
Park Commission

For Policy of Title See \_\_\_\_\_

STANDARD INSTRUMENT  
Checked as to parties, marital status, dates, ages,  
times, acknowledgments and corporate seal.  
*N. C. Drown*  
Asst. Right of Way and Land Agent.

RICHARD O. BULLIS and  
GRACE J. BULLIS, husband and  
TO Wife

CITY OF LOS ANGELES,  
a municipal corporation

Dated 19th of May, 19 30

*100/2* Executed at the request of the  
CITY OF LOS ANGELES  
For Improvement Purposes

RECORDED AT REQUEST OF  
TITLE INSURANCE & TRUST CO.

JUL 2 1930 8:30 A.M.

In Book 10160 Page 30  
of Official

Records, Los Angeles County, Cal.

*C. S. Bogard* County Recorder

I certify that I have correctly transcribed  
this instrument mentioned book

*M. E. Lewis 4138*

When recorded return to the City Clerk of the  
City of Los Angeles

**COMPALED**

RIGHT OF WAY AND LAND AGENT

*Room 404 City Hall*

Solicitor \_\_\_\_\_

*H*

*Free  
5*

*June 28 1930*  
By *W. H. W. W. W.*

104/104

State of California ) ss.  
County of Los Angeles

On this 31st day of March 19 31 before me,

D. JOSEPH COYNE a Notary Public in and for said

County, personally appeared JOHN ERICKSON

known to me to be the President, and REECE HEATON

known to me to be the Secretary of: VAN OWEN SAND / GRAVEL COMPANY, a Corporation

the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

*Joseph Coyne*  
Notary Public in and for the County of Los Angeles, State of California.

Corporation  
Grant Deed

VAN OWEN SAND & GRAVEL COMPANY,  
a corporation,

TO

CITY OF LOS ANGELES,  
Municipal Corporation.

Dated March 31st, 19 31.

Title Insurance and  
Trust Company  
Title Insurance Building  
433 So. Spring St.  
Los Angeles, California

Order No. 89243  
When recorded please  
mail this deed to

City Clerk  
Los Angeles  
Apply my check paper

14479

14479

*Section 1*

R/W 8273-43

571

VAN OWEN SAND & GRAVEL CO.  
 TO  
 CITY OF LOS ANGELES  
 CORPORATION DEED  
 Dated March 31, 1931

*CE 641*  
 Executed at the request of the  
 CITY OF LOS ANGELES  
 For Improvement Purposes

DO NOT SEND TO COUNCIL  
 RETURN TO REC'D OF WAY  
 AND

When recorded return to the City Clerk  
 City of Los Angeles

RIGHT OF WAY AND LAND AGENT  
 Room 790, City Hall

Solicitor

Covering a portion of  
 Lot 88  
 VICTORY VANOWEN PARK  
 Block \_\_\_\_\_ Tract \_\_\_\_\_  
 File No. \_\_\_\_\_ Job No. \_\_\_\_\_

Approved as to description APR 16 1931  
 W. J. JESSUP  
 City Engineer.

By *J. J. [Signature]* Deputy  
 Approved as to Authority APR 18 1931, 19

R. F. WETTER  
 Right of Way and Land Agent.  
 By *[Signature]* Deputy  
 Right of Way and Land Agent.

Approved as to form APR 20 1931, 19  
 ERWIN P. WERNER  
 City Attorney.

By *[Signature]* Deputy

PRESENTED TO COUNCIL  
 Park Com'n

ACCEPTED BY CITY  
 Park Com'n

For Policy of Title See

PLATTED APR 20 1931  
 DM. 7452-27

507  
 COMPARED  
 BENTZ  
 EMBREE

STANDARD INVESTMENT  
 Checked as to permits, unpaid taxes, etc.  
 [Signature]

AT REQUEST OF  
 VAN OWEN SAND & GRAVEL CO.  
 APR 23 1931 10:30 A.M.  
 10855 100 X  
 Los Angeles County, Cal.  
 County Recorder  
 [Signature] #116

*[Handwritten marks]*  
 9

RESOLUTION NO. 219

WHEREAS, the Board of Park Commissioners of the City of Los Angeles, California has received Grant Deed from Katherine Miller, a single woman, conveying to the City of Los Angeles, Parcel No. 45 of Victory-Vanowen Park, described as follows:

That portion of Lot 89, property of the Lankershim Ranch Land & Water Co., as per map recorded in Book 31, pages 39 to 44, both inclusive, Miscellaneous Records of Los Angeles County, and those portions of Lots 89, 90, 91, 92 and 84, Tract No. 9383, as per map recorded in Book 144, pages 24 and 25 of Maps, Records of said County, described as follows, to wit:

Beginning at the northeasterly corner of Lot 89, said property of the Lankershim Ranch Land & Water Co.; thence south  $0^{\circ}0'08''$  west along the easterly line of said last mentioned Lot 89, a distance of twelve hundred ninety-six and fifty-eight hundredths (1296.58) feet to a point in the northerly line of Victory Boulevard, 50 feet in width; thence north  $89^{\circ}59'$  west along said northerly line of Victory Boulevard, a distance of two hundred fifty-three and nineteen hundredths (253.19) feet to the south-easterly corner of said Tract No. 9383; thence north  $90^{\circ}17'08''$  west along the easterly line of said Tract No. 9383, a distance of twenty-five and thirty-three hundredths (25.33) feet to a point in the northerly line of Victory Boulevard (75 feet in width), as shown on said map of Tract No. 9383; thence north  $89^{\circ}59'$  west along said last mentioned northerly line of Victory Boulevard, a distance of ninety-one and fifty-six hundredths (91.56) feet to a point; thence north  $0^{\circ}0'30''$  east and parallel with the westerly line of said Lot 84, a distance of five hundred twenty-nine and twenty hundredths (529.20) feet to a point; thence northerly along a curve concave to the west, tangent at its point of beginning to said last mentioned course and having a radius of seven hundred fifty-three (753) feet, a distance of one hundred twenty-two and fourteen hundredths (122.14) feet, measured along the arc of said curve, to a point in a line parallel with and distant five (5) feet easterly, measured at right angles from the easterly line of said Lot 92; thence north  $9^{\circ}17'08''$  west along said last mentioned parallel line and tangent to said curve at its point of ending, a distance of one hundred seventy-six and sixty-eight hundredths (176.68) feet to a point; thence north-westerly, along a curve concave to the southwest, tangent at its point of beginning to said last mentioned parallel line and having a radius of eighty-three (83) feet, a distance of fifty-nine and thirty-nine hundredths (59.39) feet, measured along the arc of said curve, to a point; thence northwesterly along a curve concave to the southwest tangent at its point of beginning to said last mentioned curve at its point of ending and having a radius of seven hundred sixty-three (763) feet, a distance of fifty-one and seventy-nine hundredths (51.79) feet, measured along the arc of said curve, to a point; thence north  $51^{\circ}10'28''$  west and tangent to said last mentioned curve at its point

14383

of ending, to a point in a line parallel with and distant five (5) feet northerly, measured at right angles, from the southerly line of Lot 90, said Tract No. 9383; thence westerly along said last mentioned parallel line, to a point in the westerly line of said Lot 90; thence north-westerly, in a direct line, to the point of intersection of the northerly line of Kittridge Street with the northerly prolongation of the easterly line of Lot 67, said Tract No. 9383, said last mentioned point being also in the southerly line of Lot 88, said property of the Lankershim Ranch Land & Water Co.; thence south  $89^{\circ} 57' 52''$  east along said southerly line of Lot 88, a distance of six hundred ninety and forty-six hundredths (690.46) feet to the point of beginning.

Excepting therefrom so much of the above described parcel of land that may lie within the lines of any public street.

Subject to the following conditions and restrictions:

- (1) That the above described property, and the whole thereof, shall, at all times be kept and maintained by said party of the second part and its successors as and for a public park, and used only and solely for public park purposes.
- (2) The party of the second part agrees to improve said parcel of land as a public park, and, as a part of said improvement, to commence forthwith and diligently prosecute to completion, the construction of a roadway to be used for public street purposes forever, from the street commonly known as Victory Boulevard and along the southwesterly corner thereof, connecting with Kittridge Street and also extending along the south-westerly boundary line of the park, of which the premises herein conveyed is a part, to a connection with Whitsett Boulevard near the northerly end of said park, of which the property conveyed is a part, which roadway, along the southwesterly boundary of the lands conveyed in this instrument, shall be not less than ninety-one (91) feet wide and shall be constructed of some suitable, permanent road material; and in connection with the construction of said road to place curbing of standard specifications on the westerly line of said right of way from Victory Boulevard to Kittridge Street.
- (4) Party of the second part agrees to acquire, by deed, condemnation or otherwise, the remaining properties contained within the boundary lines of the proposed park map as designed, drawn and presented to the voters before the bond election held with respect to the issuance of bonds in connection with said park improvement, on the 2nd day of April 1929, and to commence forthwith and prosecute diligently the proceedings necessary to accomplish that purpose.
- (5) The party of the second part agrees for itself, its successors and assigns, that any breach of the foregoing conditions and covenants shall cause said premises to revert to the party of the first part, its successors or assigns; provided, nevertheless, that there shall be no forfeiture of title and neither the whole, nor any part, of the above described premises shall revert to or vest in the

party of the first part herein or its successors or assigns, upon the breach of any one or more of said conditions, unless and until the party of the second part herein shall fail and neglect to discontinue or cure any such breach or breaches for a period of ninety (90) days after written notice thereof, specifying and describing such breach or breaches, shall have been served personally upon the Mayor and the City Clerk of the party of the second part herein.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said grantee, its successors and assigns forever.

WHEREAS, the said Deed was approved by the City Engineer as to description on January 19, 1931 and by the City Attorney as to form on February 2, 1931,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the City of Los Angeles, California that Grant Deed, dated December 13, 1929, from Katherine Miller, a single woman, conveying to said City certain land above described be, and the same is hereby accepted by this Board on behalf of the City of Los Angeles, and

BE IT FURTHER RESOLVED, that a copy of this resolution be attached to said Deed when it is recorded.

I hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Park Commissioners of the City of Los Angeles, California, at a meeting held on February 27, 1931, by the following vote: Ayes: President Socha, Commissioners Barnes, Bovard, Griffith and Swanfeldt. Noes: None.

ATTEST:

Mabel W. Socha  
President

J. J. Vassitt  
Secretary

14383

THIS INDENTURE, made this 13 day of December 1929,  
between KATHERINE MILLER, a single woman, party of the first part,  
and the CITY OF LOS ANGELES, a municipal corporation of the State  
of California, party of the second part:

WITNESSETH:

That the party of the first part, for and in considera-  
tion of the sum of ten dollars (\$10.00) in lawful money of the  
United States, to her in hand paid, receipt of which is hereby  
acknowledged, does, by these presents, grant, bargain, sell, con-  
vey and confirm unto the said party of the second part, and to  
its successors and assigns forever, all that certain parcel of  
land situate in the County of Los Angeles, State of California, and  
bounded and described as follows, to wit:

That portion of Lot 89, property of the Lankershim Ranch  
Land & Water Co., as per map recorded in Book 31, pages  
39 to 44, both inclusive, Miscellaneous Records of Los  
Angeles County, and those portions of Lots 89, 90, 91,  
92 and 84, Tract No. 9383, as per map recorded in Book  
144, pages 24 and 25 of Maps, Records of said County,  
described as follows, to wit:

Beginning at the northeasterly corner of Lot 89,  
said property of the Lankershim Ranch Land & Water  
Co.; thence south  $0^{\circ} 0' 08''$  west along the easterly  
line of said last mentioned Lot 89, a distance of  
twelve hundred ninety-six and fifty-eight hundredths  
(1296.58) feet to a point in the northerly line of  
Victory Boulevard, 50 feet in width; thence north  
 $89^{\circ} 59'$  west along said northerly line of Victory  
Boulevard, a distance of two hundred fifty-three  
and nineteen hundredths (253.19) feet to the south-  
easterly corner of said Tract No. 9383; thence north  
 $9^{\circ} 17' 08''$  west along the easterly line of said  
Tract No. 9383, a distance of twenty-five and thirty-  
three hundredths (25.33) feet to a point in the  
northerly line of Victory Boulevard (75 feet in  
width), as shown on said map of Tract No. 9383; thence  
north  $89^{\circ} 59'$  west along said last mentioned north-  
erly line of Victory Boulevard, a distance of ninety-  
one and fifty-six hundredths (91.56) feet to a point;  
thence north  $0^{\circ} 0' 30''$  east and parallel with the  
westerly line of said Lot 84, a distance of five hundred  
twenty-nine and twenty hundredths (529.20) feet to a

point; thence northerly along a curve concave to the west, tangent at its point of beginning to said last mentioned course and having a radius of seven hundred fifty-three (753) feet, a distance of one hundred twenty-two and fourteen hundredths (122.14) feet, measured along the arc of said curve, to a point in a line parallel with and distant five (5) feet easterly, measured at right angles from the easterly line of said Lot 92; thence north 9° 17' 08" west along said last mentioned parallel line and tangent to said curve at its point of ending, a distance of one hundred seventy-six and sixty-eight hundredths (176.68) feet to a point; thence northwesterly, along a curve concave to the southwest, tangent at its point of beginning to said last mentioned parallel line and having a radius of eighty-three (83) feet, a distance of fifty-nine and thirty-nine hundredths (59.39) feet, measured along the arc of said curve, to a point; thence northwesterly along a curve concave to the southwest tangent at its point of beginning to said last mentioned curve at its point of ending and having a radius of seven hundred sixty-three (763) feet, a distance of fifty-one and seventy-nine hundredths (51.79) feet, measured along the arc of said curve, to a point; thence north 54° 10' 28" west and tangent to said last mentioned curve at its point of ending, to a point in a line parallel with and distant five (5) feet northerly, measured at right angles, from the southerly line of Lot 90, said Tract No. 9383; thence westerly along said last mentioned parallel line, to a point in the westerly line of said Lot 90; thence northwesterly, in a direct line, to the point of intersection of the northerly line of Kittridge Street with the northerly prolongation of the easterly line of Lot 67, said Tract No. 9383, said last mentioned point being also in the southerly line of Lot 88, said property of the Lankershim Ranch Land & Water Co.; thence south 89° 57' 52" east along said southerly line of Lot 88, a distance of six hundred ninety and forty-six hundredths (690.46) feet to the point of beginning.

Excepting therefrom so much of the above described parcel of land that may lie within the lines of any public street.

Subject to the following conditions and restrictions:

(1) That the above described property, and the whole thereof, shall, at all times be kept and maintained by said party of the second part and its successors as and for a public park, and used only and solely for public park purposes.

(2) The party of the second part agrees to improve said parcel of land as a public park, and, as a part of said improvement, to commence forthwith and diligently prosecute to completion, the construction of a roadway to be used for public street

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purposes forever, from the street commonly known as Victory Boulevard and along the southwesterly corner thereof, connecting with Kittridge Street and also extending along the southwesterly boundary line of the park, of which the premises herein conveyed is a part, to a connection with Whitsett Boulevard near the northerly end of said park, of which the property conveyed is a part, which roadway, along the southwesterly boundary of the lands conveyed in this instrument, shall be not less than ninety-one (91) feet wide and shall be constructed of some suitable, permanent road material; and in connection with the construction of said road to place curbing of standard specifications on the westerly line of said right of way from Victory Boulevard to Kittridge Street.

(4) Party of the second part agrees to acquire, by deed, condemnation or otherwise, the remaining properties contained within the boundary lines of the proposed park map as designed, drawn and presented to the voters before the bond election held with respect to the issuance of bonds in connection with said park improvement, on the 2nd day of April 1929, and to commence forthwith and prosecute diligently the proceedings necessary to accomplish that purpose.

(5) The party of the second part agrees for itself, its successors and assigns, that any breach of the foregoing conditions and covenants shall cause said premises to revert to the party of the first part, its successors or assigns; provided, nevertheless, that there shall be no forfeiture of title and neither the whole, nor any part, of the above described premises shall revert to or vest in the party of the first part herein or its successors or assigns, upon the breach of any one or more of said conditions, unless and until the party of the second part herein shall fail and neglect to discontinue or cure any such breach or breaches for a period of ninety (90) days after

written notice thereof, specifying and describing such breach or breaches, shall have been served personally upon the Mayor and the City Clerk of the party of the second part herein.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has affixed her name and seal the day and year first above written.

Katherine Miller  
Party of the First Part.

State of California, )  
County of Los Angeles. ) ss.

On this 3 day of December, 1929, before me, Mary Linnich, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared KATHERINE MILLER, known to me to be the person who signed the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal the day and year first above written.

Mary Linnich  
Notary Public  
in and for the County of Los Angeles, State of California.

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CITY CLERK

FILED	INDEXED
SERIALIZED	FILED
APR 10 1977	
49	
IN BOOK 10646	
PAGE 313	
OF CITY RECORDS	
LOS ANGELES, CALIF.	
City of Los Angeles	
City Clerk	

Christina County Register  
 certify that I have carefully examined  
 this document and it is a true and correct  
 copy of the original as shown to me.  
 Christina County Register  
 Christina County Register

COMPARED

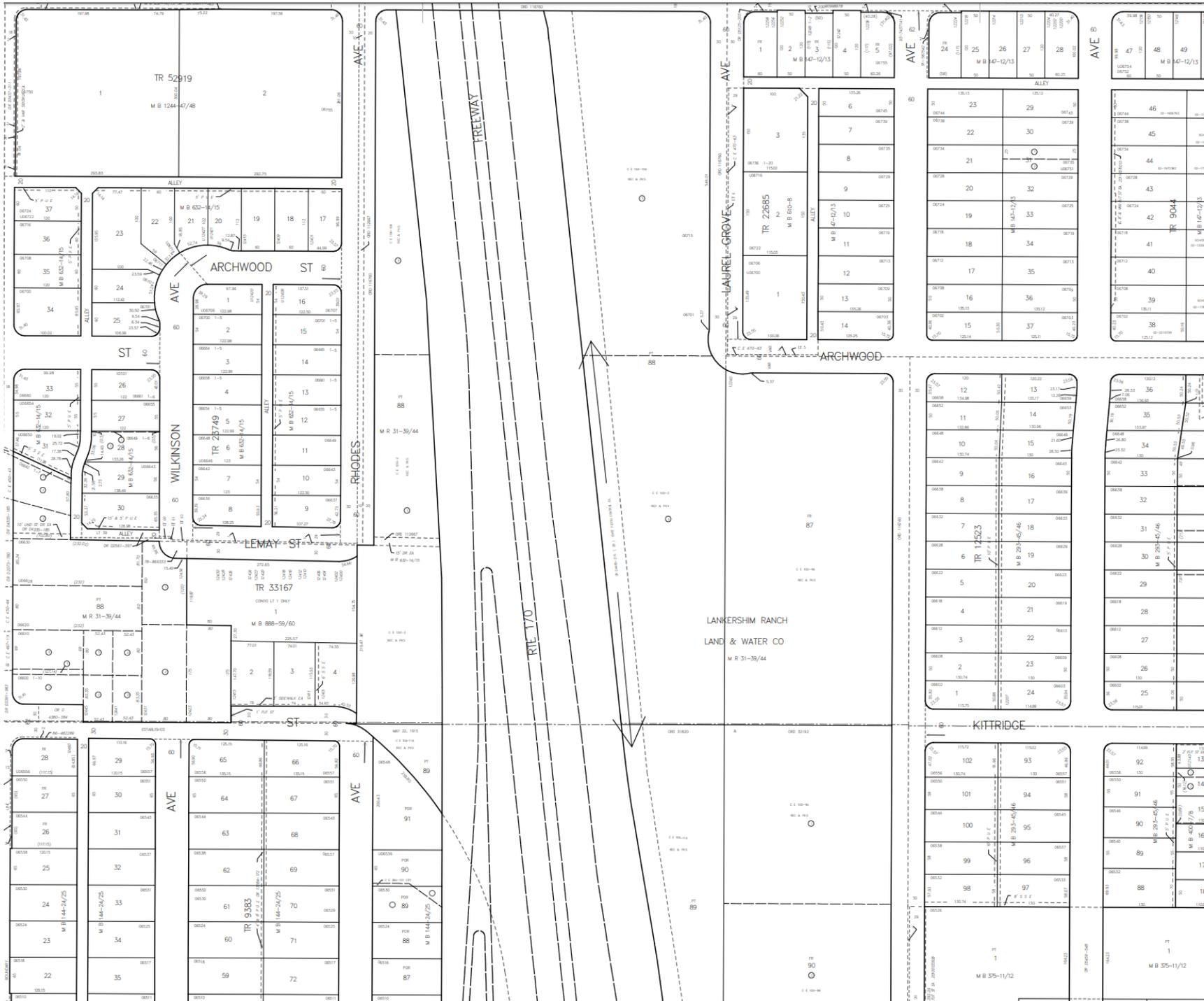
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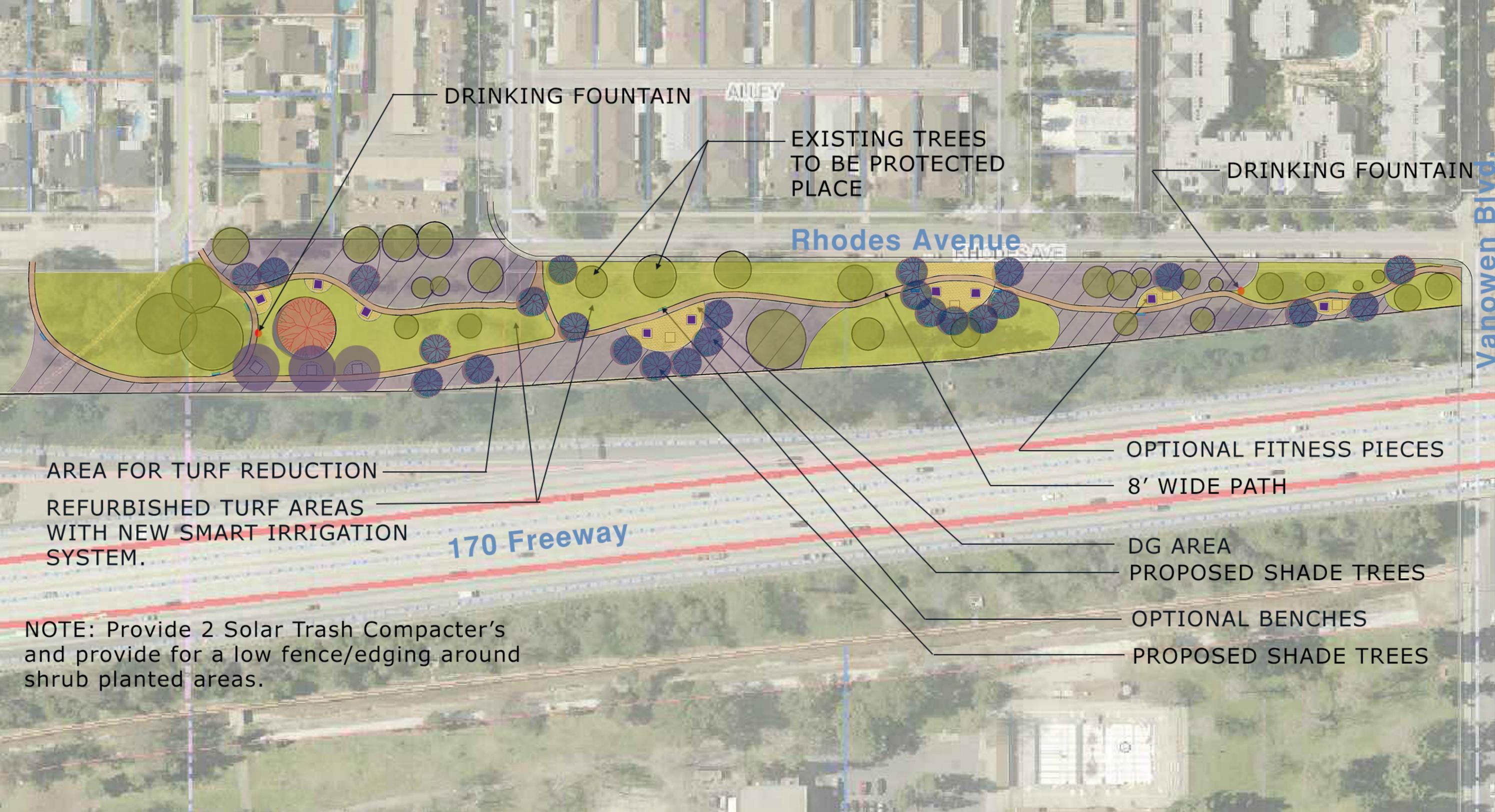
30

Feb 2nd 31  
by Christina

Christina 29  
Christina  
Christina  
OK

OK to record  
Christina





NOTE: Provide 2 Solar Trash Compacter's and provide for a low fence/edging around shrub planted areas.

NOTE:  
In areas of turf reduction some regionally compatible plant material will be added.

# RHODES PARK



# Contract

## State of California – The Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION

### Sample Specified Grant Contract

GRANTEE: [Grantee Name]

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2022

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the Project Scope/Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$[Grant amount]

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
GRANTEE

By

\_\_\_\_\_  
(Typed or printed name of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

Title

\_\_\_\_\_

Date

\_\_\_\_\_

#### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name](hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-0001(1) 2(x) (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2019 to June 30, 2022.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term “GRANT SCOPE” means the items listed in the Project Scope/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for [GRANT PROJECT Name] Specified Grant.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE,(b) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs

arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

## **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

## **K. Severability**

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

## **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT PROJECT.

## **M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

## **N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

## **O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

## **P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

\_\_\_\_\_  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_

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