

# APPROVED

March 19 2026

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

**NO.** 26-059

**DATE** March 19, 2026

**C.D.** #

### BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT:** GRANT AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION FOR SPECIAL PROJECT DELIVERY SUPPORT

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



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General Manager

Approved     X                          Disapproved                                         Withdrawn                   

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### RECOMMENDATIONS

1. Approve a proposed grant agreement (Agreement) with the Los Angeles Parks Foundation (LAPF) for special project delivery support, in substantially the form attached hereto as Attachment 1, subject to the approval of the Mayor and City Council and approval of the City Attorney as to form;
2. Authorize RAP's General Manager or designee to accept \$100,000 in charitable contributions from LAPF, as set forth in the Agreement and further described in this Report;
3. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the charitable contributions from LAPF for special project delivery support;
4. Direct RAP staff to transmit a copy of the Agreement and related documents 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 before accepting and receiving the grant funding from LAPF, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
5. Authorize RAP's General Manager or designee to execute the Agreement subsequent to all necessary approvals; and
6. Authorize RAP staff to make technical changes as needed to carry out the intent of this Report.

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### SUMMARY

The Los Angeles Parks Foundation (LAPF) mission is to enhance, expand, and promote public recreation, parks, and open space for the people of Los Angeles. LAPF continuously works to identify and address the need for park improvement(s) or program support, in consultation with RAP and other community partners.

Under the proposed grant agreement (Agreement), LAPF will provide \$100,000 for special project delivery support to manage LAPF projects in coordination with RAP, ensuring that such projects are delivered in accordance with RAP standards. The activities to be funded under the Agreement include the following:

#### *Project Management and Delivery*

- Coordinate and collaborate across RAP and funding partners to develop a project scope and definition and ensure awareness and engagement within RAP.
- Assist RAP and LAPF on all phases of park construction projects, including scope definition, planning, design review, permitting, procurement, construction, and closeout.
- Assist and coordinate with RAP Planning and Development in developing, maintaining and tracking detailed project schedules, budgets, and resource allocation plans.
- Serve as the primary liaison between RAP, external design consultants, construction contractors, funding agencies, and community stakeholders.
- Ensure all projects adhere to City codes, state and federal regulations, grant requirements, and established design specifications.
- Proactively identify potential project risks and develop mitigation strategies.
- Process change orders, review progress payments, and resolve contract disputes.

#### *Coordination and Communication*

- Assist RAP in gaining consensus among external partners, including funders and local Council Offices, regarding project scope and objectives and maintain communication with partners throughout the project execution.
- Conduct regular site inspections to monitor construction progress, quality of work, and contractor compliance with specifications and safety standards.
- Facilitate and lead project meetings with all relevant parties, ensuring clear communication and documentation of decisions and action items.
- Prepare and present project status reports, funding updates, and recommendations to RAP management and Board, City Council, and community groups.

#### *Technical Oversight*

- Review and approve construction plans, specifications, shop drawings, and submittals for technical accuracy and adherence to project goals.
- Oversee the bidding and contractor selection process in collaboration with RAP procurement staff.

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- Manage project closeout activities, including final inspections, punch list completion, warranty documentation, and transition to RAP maintenance staff.

### FISCAL IMPACT

The Board's approval of the Agreement and acceptance of the charitable contributions provided by LAPF will have no negative fiscal impact to RAP's General Fund.

This Report was prepared by Jimmy Kim, General Manager.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) LAPF Grant Agreement

## GRANT AGREEMENT

This Grant Agreement is between Los Angeles Parks Foundation ("Grantor") and the City of Los Angeles, by and through its Board of Recreation and Park Commissioners ("Grantee"). Grantor and Grantee are referred to individually as "Party" and collectively as the "Parties" in this Grant Agreement.

### RECITALS

The following recitals are relied upon by the Parties entering into this Grant Agreement:

- Grantor desires to make a grant of funds to Grantee for the purposes and on the terms set forth herein (the "Grant").
- The purpose of this Grant Agreement is to define the obligations, expectations, and responsibilities of Grantee in regard to the Grant funds.
- This Grant Agreement may be modified only by further written agreement of the Parties.

### GRANT TERMS

<b>Grant Period</b>	Term of this Grant Agreement will begin upon Grantee's receipt of grant funds and end 12 months thereafter.
<b>Grant Amount</b>	Total sum of <b>\$100,000.00</b> from Grantor for the following grant purpose set forth below.
<b>Grant Purpose</b>	Provide funding towards the hiring of Special Projects Delivery Assistance and including related costs.
<b>Grant Distribution</b>	One payment of <b>\$100,000.00</b> , to be distributed to Grantee within 15 days after execution of Grant Agreement.

<p><b>Grant-funded Activities</b></p>	<p><b>Project Management and Delivery</b></p> <ul style="list-style-type: none"> <li>● Coordinate and collaborate across RAP Executive Management, Recreation and Maintenance Branches, and funding partners to develop a project scope and definition and ensure awareness and engagement within RAP.</li> <li>● Assist RAP and LAPF on all phases of park construction projects, including scope definition, planning, design review, permitting, procurement, construction, and closeout.</li> <li>● Assist and coordinate with RAP Planning and Development in developing, maintaining and tracking detailed project schedules, budgets, and resource allocation plans.</li> <li>● Serve as the primary liaison between RAP, external design consultants, construction contractors, funding agencies, and community stakeholders.</li> <li>● Ensure all projects adhere to City codes, state and federal regulations, grant requirements, and established design specifications.</li> <li>● Proactively identify potential project risks and develop mitigation strategies.</li> <li>● Process change orders, review progress payments, and resolve contract disputes.</li> </ul> <p><b>Coordination and Communication</b></p> <ul style="list-style-type: none"> <li>● Assist RAP in gaining consensus among external partners, including funders and local Council Offices, regarding project scope and objectives and maintain communication with partners throughout the project execution.</li> <li>● Conduct regular site inspections to monitor construction progress, quality of work, and contractor compliance with specifications and safety standards.</li> <li>● Facilitate and lead project meetings with all relevant parties, ensuring clear communication and documentation of decisions and action items.</li> </ul>
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	<ul style="list-style-type: none"> <li>● Prepare and present project status reports, funding updates, and recommendations to RAP management and Board, City Council, and community groups.</li> </ul> <p><b>Technical Oversight</b></p> <ul style="list-style-type: none"> <li>● Review and approve construction plans, specifications, shop drawings, and submittals for technical accuracy and adherence to project goals.</li> <li>● Oversee the bidding and contractor selection process in collaboration with RAP procurement staff.</li> <li>● Manage project closeout activities, including final inspections, punch list completion, warranty documentation, and transition to RAP maintenance staff.</li> </ul>
<b>Grant Reporting</b>	Grantee will be required to complete a brief mid-year progress report and year-end final report during the 12-month period following receipt of the grant funds.

## **ADDITIONAL TERMS**

### **Representations and Warranties**

Grantee represents and warrants that the Grant funds will be used only in a manner that is consistent with Grantor's charitable purpose as nonprofit organization with a mission is to enhance, expand, preserve, and promote public recreation, parks and open space for the people of Los Angeles, in furtherance of the Grant Purpose, and not for any purpose prohibited by law. Grantee specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; or (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

### **Publicity/Co-Branding**

Grantee shall use its reasonable best efforts to ensure that press releases, interviews and other communications efforts related to the Grant Purpose and any events held in conjunction with the Grant Purpose indicate the support and involvement of Grantor.

Grantee shall submit to Grantor's staff for prior review and approval all press, news, or other media releases and other forms of publicity relating to Grantor's involvement with the Grant. All such submissions shall be directed to Grantor via Grantor's Executive Director, or designee as Grantor may indicate, for review and approval not less than five business days prior to dissemination by Grantee. Grantor shall not unreasonably withhold its approval of any such materials. Grantor shall have the right to independently publicize its efforts regarding the Grant.

Grantee agrees to provide to Grantor, via email to the contact address provided by Grantor, a minimum of one unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the Parties) relating to events or activities associated with the Grant at least once per quarter (three month period) during the Term of this Grant Agreement (the "Publicity Materials"). Recipient grants Grantor the right to use the Publicity Materials for the publicity of the Grant for the term of this Grant Agreement and warrants to Grantor that it has received any permissions needed to grant such right.

### **Indemnification**

Except for the gross negligence or willful misconduct of Grantor, Grantee and for

its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold harmless Grantor from all claims for bodily injury, personal injury, illness, death, property damage, or other damages, or losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the Grant and any breach by Grantee of any provision of this Grant Agreement.

### **Termination**

Grantor may terminate this Grant Agreement upon written notice to Grantee in the event of the following events of default within 14 calendar days after receipt of notice thereof:

- (i) Grantee fails to carry out their obligations as set out within this Grant Agreement, including, as within the reasonable judgment of Grantor, failing to carry out the Grant Program in the spirit in which it is entered;  
or
- (ii) By its actions or statements, Grantee materially harms the reputation of Grantor, as determined by Grantor in its reasonable judgment.

Grantor may immediately terminate this Grant Agreement without penalty or any further obligation upon written notice to Grantee in the event that Grantor determines that it lacks the financial ability to continue to support the Grant Program.

### **Other**

The terms of this Grant Agreement shall bind the respective successors and assigns of each Party. This Grant Agreement shall not be construed to constitute any form

of partnership, agency or joint venture between Grantor and Grantee. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto. The Parties agree that if any clause or provision of this Grant Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Grant Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. This Grant Agreement may be signed in counterparts. Any modifications to this Grant Agreement must be in writing and signed by both Grantor and Grantee.

### **Choice of Law/Venue**

This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflicts of laws. Any lawsuit arising out of or related to this Grant Agreement will be filed exclusively in a court of competent jurisdiction in the State of California.

This Grant Agreement may be executed in counterparts. By affixing their signatures below, the individuals signing on behalf of the Parties warrant they have read, understand and are authorized to enter into this Grant Agreement and intend to be bound by same. If signing electronically, the Parties acknowledge that they have read this Grant Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and

effect as a manual signature for purposes of validity, enforceability, and admissibility.

*[SIGNATURE PAGE FOLLOWS]*

**Grantee**

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date:

**Grantor**

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date:

**Approved as to form:**

Hydee Feldstein Soto  
City Attorney

By: \_\_\_\_\_  
Brendan Kearns  
Deputy City Attorney  
Date: