

APPROVED

SEP 02 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-150

DATE September 02, 2021

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SKID ROW COMMUNITY VACCINATION OUTREACH GRANT BY THE MAYOR'S FUND FOR LOS ANGELES AND THE LOS ANGELES PARKS FOUNDATION FOR VACCINATION OUTREACH AT SAN JULIAN AND GLADYS PARKS; ACCEPTANCE OF GRANT FUNDS

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
* J. Kim	<u>JK</u>	N. Williams	_____

M. Sluse
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Sybil Patonukas* Board Secretary *F. A. ...*

RECOMMENDATIONS:

1. Accept the "Skid Row Community Vaccination Outreach" grant through the Mayor's Fund for Los Angeles (MFLA) and the Los Angeles Parks Foundation (LAPF) in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200) in support of vaccination outreach at San Julian Park and Gladys Park in the Skid Row area of the City (Grant), subject to the approval of the Mayor and City Council pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
2. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to accept and receive the awarded Grant funds;
3. Direct RAP staff to transmit a copy of any Grant documents to the Mayor in accordance with Executive Directive 3 (Villaraigosa Series), Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and the City Clerk for Council Committee and City Council approval of the Grant, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
4. Direct that appropriate recognition be given to the Mayor's Fund and LAPF for the award of the Grant; and,
5. Authorize RAP's Chief Accounting Employee or designee to make any technical corrections as necessary to carry out the intent of this Report.

BOARD REPORT

PG. 2 NO. 21-150

SUMMARY:

The Mayor's Fund for Los Angeles (MFLA) is a nonprofit public benefit organization that is dedicated to improving life for Los Angeles residents through economic prosperity, community resiliency, civic improvements, and government efficiency. MFLA selects organizations that are committed to engaging public and private resources, demonstrates collaboration, seeks innovative solutions, and yields measurable and transformational impact.

MFLA awarded LAPF the Skid Row Community Vaccination Outreach Grant in the amount of \$15,000 to support new and existing programming, as well as provide access to information and vaccination opportunities regarding the COVID-19 virus at San Julian and Gladys Parks in the Skid Row area of the City. LAPF will, in turn, be granting a portion of these funds to RAP to support these services. LAPF is the primary grantee of the Grant funds from MFLA as only nonprofit organizations may apply for these funds. LAPF will assess a 12% administrative fee and grant the remaining funds in the amount of Thirteen Thousand, Two Hundred Dollars (\$13,200) to RAP to be utilized for COVID-19 vaccination outreach at San Julian and Gladys Parks.

Through this Report, RAP staff requests acceptance of the Grant awarded by MFLA and LAPF.

STRATEGIC PLAN:

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Strengthened capacity of staff to promote public health/public safety while assisting individuals experiencing homelessness.

FISCAL IMPACT:

Acceptance of this Grant will have no impact on RAP's General Fund, except for unknown savings, as Grant funds may offset some expenditures. LAPF remains the primary grantee of these funds from MFLA and RAP is the subgrantee of these funds from LAPF.

This report was prepared by Belinda Jackson, Executive Director.



MAYOR'S FUND LOS ANGELES

Grantee Agreement

Skid Row Community Vaccination Outreach Grant

Los Angeles Parks Foundation

THIS GRANT AGREEMENT is entered into and made effective as of the 1st day of July, 2021 (“Effective Date”), by and between THE MAYOR’S FUND FOR LOS ANGELES, a California nonprofit public benefit corporation (the “Fund”), and **Los Angeles Parks Foundation** a California *501c3 nonprofit (?)* public benefit corporation (“Grantee”).

This Agreement is made with reference to the following facts:

A. The Fund is a charitable organization dedicated to supporting projects and programs of its own or of departments of the City of Los Angeles or other not-for-profit institutions which benefit the City’s residents and improve or enhance the quality of life of the City’s residents or aid civic or other public improvements; promoting the development of commerce in the City and building a better quality of life for the City and its residents; seeking innovative solutions to the complex issues inhibiting the best quality of life for the City’s residents; and, providing a platform to convene the public, private and nonprofit sectors to collaborate together.

B. The Grantee is a tax-exempt organization under Internal Revenue Code (“IRC”) Section 501(c)(3) and further recognized as a public charity as defined in IRC Section 509(a). The Grantee possesses extensive knowledge and experience in matters that relate and pertain to the Fund’s charitable mission.

C. The Fund desires to grant funds to the Grantee and the Grantee desires to use such funds for purposes of furthering the Fund’s charitable mission, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. Scope of Project. Grantee, in exchange for receiving the grant award from the Fund, shall perform the project set forth in Exhibit A, attached hereto and incorporated herein by this reference. The grant award is to be used only for the purposes set forth in Exhibit A. Grant funds may not be used to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; undertake any activities not for a charitable or educational purpose; or for any illegal or other purpose that conflicts with the Fund's charitable mission. Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the grant award, it is expressly understood that the Fund has no obligation to provide other or additional support for this or any other project or purposes.

2. Grant Award Amount. Grantee shall be paid a grant award as set forth in Exhibit B. The payment set forth in Exhibit B is intended to cover all fees and expenses, of any kind, associated with the project and no payment other than that set forth in Exhibit B shall be made under this Agreement unless agreed to in advance in writing by the parties.

3. Expenditure of Funds and Reconciliation of Actual Expenditures. This grant is to be used in accordance with the Grantee's approved program and budget as set forth in Exhibit C. Permission to make any major changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing, and the Fund's approval obtained before such changes are implemented. Likewise, any changes to any budget line item exceeding 10% and \$1,000 must be requested in writing and be approved in advance by the Fund.

Grantees are encouraged to deposit grant funds in insured interest bearing accounts. Any interest earned on grant funds must be applied to the project purposes and must be reported to the Fund.

Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to the Fund within sixty (60) days of the close of the grant. At the Fund's discretion, any final award may be reduced to reflect unexpended or uncommitted funds based upon a reconciliation of the Grantee's final expenditure report.

4. Additional Terms and Conditions. All additional terms and conditions of this Agreement are set forth in Exhibit D and incorporated herein by reference.

EXECUTION PAGE TO FOLLOW

The undersigned have executed this Agreement as of the Effective Date first written above.

THE FUND: THE MAYOR'S FUND FOR LOS ANGELES

By: Deidre Lind, President & CEO

Address for Notices:

200 N. Spring St., Suite 305,
Los Angeles, CA 90012
Telephone: 213-545-2058

Attn: Deidre Lind

GRANTEE: _____

By: Carolyn Ramsay, Executive Director
Los Angeles Parks Foundation
Date: 01 July, 2021
Tax ID No.: 26-2358338

Address for Notices:

Los Angeles Parks Foundation
2650 N. Commonwealth Ave.
Los Angeles, CA 90027
Tel: 310.472.1990
Fax: 310.472.0992

EXHIBIT A

SCOPE OF PROJECT AND REPORTING

1. Scope of Project. The purposes of the grant are as follows:

The purpose of this grant is to build greater awareness and participation in the COVID-19 vaccine. Currently the Skid Row Community has kept a significantly low COVID-19 positive rate and through the efforts of civic and community partners maintained a high level of vaccinated residents, however there is still a pathway forward in insuring the safety, health and protection of every Skid Row Community Resident from covid-19. As a grant recipient your organization is responsible for hosting COVID-19 Outreach and Education event(s). These events can be hosted in one day or over the course of multiple days and must include:

- Educational resources and information on COVID-19 safety and the COVID -19 vaccine
- Targeted community engagement strategy around COVID-19 vaccination.
- Providing Vaccination access for unvaccinated Skid Row Residents
- Provide incentives for community residents who participate in engagement and vaccination.

In addition to grant funding each grantee will receive

- LAFD Vaccination Team
- CORE support team
- Skid Row Vaccinated T-shirts
- Skid Row COVID-19 Grab Bag

2. Reports/Report Schedule.

Grantee shall report to the Fund in writing concerning the status of the grant project, as follows:

A project narrative providing qualitative and information and outlining the use of the grant dollars, impact of the activities, description of incentives provided for program participants and vaccine recipients and plans for follow up. Quantitative information including:

- Number of Events / Activities(s)
- Number of persons engaged
- Number of persons vaccinated

Also please include any photos or testimonies from the events.

Final Expenditure Report, including receipts of purchase, due on or before September 10, 2021

EXHIBIT B

GRANT AWARD AND PAYMENT SCHEDULE

Excluding any reduction for unused or uncommitted funds, the Grantee shall receive the following grant award:

An amount of \$15,000 paid upon execution of the grant.

EXHIBIT C

BUDGET

The funding of \$15,000 will be used to purchase the items listed in Exhibit A.

Skid Row Community Vaccination Outreach Grant

SKID ROW BUDGET REQUEST

CATEGORY	QUANTITY	AMOUNT	GRANT REQUEST	RAP CONTRIBUTION
Vendor Services <small>Subtotals</small>	PROJECTED			
Caterer	3	\$ 2,000.00	\$ 6,000.00	\$ -
DJ	5	\$ 500.00	\$ 2,500.00	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Marketing Materials <small>Subtotals</small>	PROJECTED		\$ 8,500.00	SUBTOTAL
Banners	7	\$ 80.00	\$ 560.00	\$ -
Postcards	1000	\$ 1.00	\$ 1,000.00	\$ -
		\$ -	\$ -	\$ -
Event Rentals <small>Subtotals</small>	PROJECTED		\$ 1,560.00	SUBTOTAL
Tables	30	\$ 10.00	\$ -	\$ 300.00
Chairs	100	\$ 1.00	\$ -	\$ 100.00
Table Covers	30	\$ 5.00	\$ -	\$ 150.00
Generator	3	\$ 200.00	\$ -	\$ 600.00
Tents	20	\$ 60.00	\$ -	\$ 1,200.00
Event Giveaways <small>Subtotals</small>	PROJECTED		\$ -	\$ 2,350.00
Portable Chargers	500	\$ 2.00	\$ 1,000.00	\$ -
Vaccine Bracelets	1000	\$ 0.20	\$ 200.00	\$ -
Drawstring bags	1000	\$ 1.50	\$ 1,500.00	\$ -
		\$ -	\$ -	\$ -
Program Supplies <small>Subtotals</small>	PROJECTED		\$ 2,700.00	SUBTOTAL
Hand Sanitizer (Purell Packets - Qty 2,000)	1	\$ 180.00	\$ -	\$ 180.00
Masks (Pack of 500)	1	\$ 50.00	\$ -	\$ 50.00
Entry Tickets (Roll of 500)	1	\$ 10.00	\$ -	\$ 10.00
Other <small>Subtotals</small>	PROJECTED		\$ 240.00	\$ 240.00
Licensing fees	4	\$ 250.00	\$ 1,000.00	\$ -
Contingency	1	\$ 1,000.00	\$ 1,000.00	\$ -
			\$ 2,000.00	SUBTOTAL
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
			\$ 15,000.00	\$ 2,830.00

*Partnership with UCEPP to host a number of events with a focus on vaccine awareness.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1. Monitoring and Financial Records. The Fund may monitor and conduct an evaluation of operations under this grant. This may include a visit from Fund staff and/or advisors to observe the Grantee's program, discuss the program with the Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. The Grantee is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times if deemed necessary by the Fund. The Fund, at its expense, will periodically audit a selected number of its grants. Grantee is expected to provide all necessary assistance in connection with any such audit. Records must be kept for at least four (4) years after completion of the grant. The Grantee shall submit audited financial statements if it has audited financial statements, its latest Form 990, as well as annual agency budgets during the grant period as soon as they become available. The Grantee shall immediately notify the Fund in the event that any funding that would impact the Grantee's performance of the project is delayed or changed in any manner. The Grantee shall immediately notify the Fund in the event that there is any circumstance including, without limitation, the withdrawal, delay, or change of funding by any other source to Grantee that would adversely impact the Grantee's performance of the project.
2. IRS Determination. The provisions of this Section 2 do not apply if the Grantee is a public agency. As a condition of this Agreement, Grantee must provide the Fund with a copy of the determination letter from the Internal Revenue Service proving its tax-exempt status. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private Fund as defined in IRC Section 509(a). Grantee further represents and warrants that (a) the facts supporting Grantee's tax-exempt and public charity status under IRC Sections 501(c)(3) and 509(a) have not changed since the issuance of the IRS determination letter which was provided to the Fund and which has not been revoked or amended, (b) it is not aware of any facts which could result in a change in its tax-exempt and public charity status under IRC Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under IRC Section 4958 dealing with "intermediate sanctions," (c) the receipt of the grant funds will not change Grantee's public charity status under IRC Section 509(a) and (d) that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind. Such representations and warranties shall continue through the completion date of this grant.
3. Period of the Grant. The grant period shall commence as of the Effective Date and shall continue thereafter until the grant project has been completed and final payment made, unless sooner terminated as provided for herein.
4. Grant Termination. If the Fund determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Fund may demand the return of all or part of the unexpended grant funds, which Grantee

shall immediately repay to the Fund. The Fund may also avail itself of any other remedies available by law.

5. Confidentiality. The parties acknowledge that Grantee, in connection with this Agreement, may acquire certain Confidential Information (as defined below) relating to the Fund and its affiliated corporations. Grantee shall not divulge or disclose, without the Fund's prior written approval, nor use for the benefit of any person or entity other than the Fund, any Confidential Information that may become known to Grantee by reason of this Agreement or otherwise. Grantee further agrees to prevent its agents and employees from divulging or disclosing any such Confidential Information or from using such Confidential Information for the benefit of any person or entity other than the Fund. The Fund may share a copy of this Agreement, communications with, records of, or information regarding the Grantee with other parties including the City of Los Angeles. As a result, it is possible that such materials may become subject to public disclosure under the California Public Records Act or other laws or regulations.

6. "Confidential Information" of the Fund shall include, but not be limited to, any Work Product (as defined below), the existing or future services, products, operations, management, business, financial information, goals, profits, billings, referral, research services, strategies, technology, trademarks, know-how, member lists and objectives of the Fund or its affiliates, except to the extent that the release of such information was authorized by the Fund or such information is generally available or known to the public or becomes known to the public through means other than a breach of this Agreement or by any person or entity having an obligation to keep such information confidential. All information which Grantee acquires or becomes acquainted with during the term of this Agreement, whether developed by Grantee or by others, which Grantee has a reasonable basis to believe to be Confidential Information, or which is treated by the Fund as being Confidential Information, shall be presumed to be Confidential Information.

7. Independent Contractor. Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and the Fund. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of the Fund. Grantee shall not have, nor shall Grantee claim or imply that Grantee has, any authority to enter into any obligation on behalf of, or binding upon, the Fund. Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Fund.

8. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Fund, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any negligent act or omission of the Fund, its officers, directors, employees, or agents.

9. Acknowledgement and Publicity. The Fund will oversee dissemination of final research and any resulting publicity activities. The Fund will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. In particular, no

press releases or media advisories shall be issued regarding grant-funded projects without the prior review and approval by the assigned Fund program officer. Media advisories and/or press releases must be submitted to the Fund's communications team for review and approval a minimum of one week prior to expected publication. Grantee shall not use the Fund's name in any sales or marketing publication or advertisement, without the prior written consent of the Fund. In its discretion, the Fund may describe its support of the Grantee in the Fund's own printed or oral announcements and website.

Notwithstanding the foregoing, any publication produced as a result of this grant, including press releases, commissioned works and publications, must include an acknowledgment of the Fund that reads: "Supported by a grant from The Mayor's Fund for Los Angeles." If the Fund publishes material resulting from this project, either in print or electronically, appropriate acknowledgment of the Grantee will be included.

Grantee shall ensure that any employees, subcontractors or consultants approved to work on this Grant comply with the provisions of this paragraph including, but not limited to, ensuring that the terms of this provision are included in any contract Grantee may have with any subcontractor or consultant approved to work on this Grant.

10. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In addition to the award of any other remedy or relief, the prevailing party in any such arbitration proceeding shall be entitled to his or its reasonable attorneys' fees and costs (including, without limitation, arbitrators' fees, Association fees and related fees) incurred in connection with such proceeding.

11. Notices. All notices, requests or consents required or permitted under this Agreement shall be in writing and shall be given to the other party by personal delivery, overnight delivery, or regular certified mail, sent to such party's address as is set forth below such party's signature hereto or to any other address as any party to whom notice is to be given may have previously furnished to the other as set forth in this provision. Each such notice, request or consent shall be deemed effective upon receipt.

12. General Provisions.

a. Assignment. Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties acknowledge and agree that the Fund may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated or subsidiary or other entities without the prior consent of Grantee. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.

b. Survival. The obligations set forth in Sections 1, 5, 6, 7, 8, 9 and 10 of this Exhibit D and the remedies set forth for breach of this Agreement shall survive the termination of this Agreement.

c. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

e. Remedy. It is acknowledged and agreed that all Confidential Information and Work Product represents a unique intellectual product of the Fund and that any breach of Sections 5, 6 and 9 of this Exhibit D would have a detrimental impact on the Fund; that the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable harm and would require a multiplicity of actions at law and in equity in order to seek redress. Given the foregoing, it is agreed that the Fund shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to the Fund.

f. Governing Law. This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the substantive laws of the State of California.

g. Entire Agreement. This Agreement (including the exhibits and schedules hereto, each of which is incorporated herein and made a part of this Agreement) constitutes the entire agreement and understanding of the parties hereto and terminates and supersedes any and all prior agreements, arrangements and understandings, both oral and written, express or implied, between the parties hereto concerning the subject matter of this Agreement.

h. Amendment. No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by all of the parties hereto.

i. Headings. Headings herein are provided for reference only and shall in no way affect interpretation of the Agreement.

j. Right to Contract. Each party hereto represents to the other that it is authorized to enter into this Agreement and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party. Grantee further represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the project.

k. Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.