

**Procedural Guide**  
**for the**  
**2002 Resources Bond Act**  
**YOUTH SOCCER and RECREATION**  
**DEVELOPMENT PROGRAM**

California Clean Water, Clean Air, Safe Neighborhood Parks,  
and Coastal Protection Act of 2002

October 2003

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



**“Creating Community through People, Parks and Programs”**

**OFFICE OF GRANTS AND LOCAL SERVICES CONTACT INFORMATION:**

**Telephone: (916) 653-7423**

**Facsimile: (916) 653-6511**

**INQUIRIES**

Direct all inquiries, correspondence, and grant Applications to individual Project Officers.

Project Officers' names, phone numbers, and geographic assignments can be found on the Department's web site at <http://www.parks.ca.gov/> by following related links to the "Grants and Bond Acts", and the "Resources Bond Act of 2002".

**MAILING ADDRESS:**

Project Officer (Name)  
California Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
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Project Officer (Name)  
California Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 9<sup>th</sup> Street, Room 918  
Sacramento, CA 95814

# STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

## DEPARTMENT MISSION

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

## OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION STATEMENT

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

## OGALS VISION GOALS

### To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, non-profit organizations, local governments, legislative members, and Department employees.

## INTRODUCTION

The intent of this Procedural Guide is to assist with the Application and administration process for the Youth Soccer and Recreation Development Program. The following guidelines contain elements of the Resources Bond Act of 2002 programs administered by the Department of Parks and Recreation, Office of Grants and Local Services.

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## I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These words and terms are defined in the Definition Section below. Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

**Acquisition** - to obtain fee title or a lesser interest in real property, including specifically, a conservation easement or development rights. Leases or rentals do not constitute acquisition. Land or interests in land acquired with Bond Act funds shall be acquired from a willing seller. All acquisitions shall be in perpetuity.

**Allocation** - a distribution of funds by the Department, or an expenditure limit established for one or more Projects.

**Applicant** - an agency or organization requesting funding from a grant program administered by the Department.

**Application** - the Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

**Appropriation** - a Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

**Bid Process** - a process in which several service or contract providers compete for a particular job or contract.

**Bond Act** - the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as the Resources Bond Act of 2002.

**Capital Improvement** - Projects which utilize expenditures for Acquisition or Development, of land and/or facilities to improve the property's public usage and access for park and recreation purposes. Funds for Development or rehabilitation may be used only for permanent or fixed features of the property.

**CEQA** - the California Environmental Quality Act as stated in the *Public Resources Code* Section 21000 et. Seq.; Title 14 *California Code of Regulations* Section 15000 et. Seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency's proposed Project.

**Community-Based Organization** - A nonprofit group or organization, or a “friends of parks” group or organization of a city, county, city and county, or regional park. All Community-Based Organizations shall have a current tax-exempt status as a nonprofit organization under Section 501(c)(3) of the federal Internal Revenue Code.

**Competitive** - a process whereby Projects are ranked and selected based upon program-specific criteria.

**Contract** - an agreement between the Department and the Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

**Department** - the California Department of Parks and Recreation.

**Development** - including, but is not limited to, improvement, rehabilitation, restoration, enhancement, protection, and interpretation. Bond Act funds may only be used for Capital Improvement.

**Director** - the Director of the California Department of Parks and Recreation.

**District:** -

- Any regional park District, regional park and open-space District, or regional open-space District formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3; of the [Public Resources Code](#).
- Any recreation and park District formed pursuant to Chapter 4 (commencing with Section 5780) or an authority formed pursuant to Division 26 (commencing with Section 35100), of the [Public Resources Code](#).
- With respect with any community or unincorporated region that is not included within a District, and in which no city or county provides parks or recreational areas or facilities, “District” also means any other District that is authorized by statute to operate and manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year round park and recreation services on lands and facilities owned by the district, and allocates a substantial portion of it’s annual operating budget to parks or recreation areas or facilities.
- School District – see School District definition.

**Fidelity Bond** - an insurance policy that protects an employer in case of intentional loss of money or property due to employee theft, forgery, larceny, or embezzlement.

**Force Account** - Project work performed by a Grantee’s own work force. Force Account expenses are eligible costs for reimbursement or Match.

**Grantee** - an entity that has a Contract for grant funds.

**In-Kind** - those funds and/or donations, which may be from a non-state source, and which may include local or private funds, as well as materials and services. These expenses shall be eligible only as Match.

**Local Agency** - a city, county, city and county, park and recreation district, open-space district, or school district.

**Match** – contributions to the Project, in addition to grant funds, which may be in the form of money from any source, including funds from other state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, facilities, or equipment; and bequests and income from wills, estates, and trusts.

**New Opportunities** – the creation, expansion or improvement of Youth soccer, baseball, softball, or basketball facilities, outdoor or indoor, which provide for new or additional public recreational use.

**Park Facilities** - improved lands or structures for recreational use on property open to the public.

**Project** - the Acquisition, Development, enhancement, rehabilitation, restoration, or other activity to be accomplished with Bond Act funds and Match, as applicable.

**Project Officer** - an employee of the Department who acts as a liaison with the Applicants or Grantees, administers grant funds, and ensures compliance with guidelines and grant contracts.

**Project Performance Period** - the period of time that the grant funds are available, the time in which all costs must be incurred, and the Project must be completed, billed and paid. Only eligible costs incurred during the Project Performance Period will be paid.

**Project Scope** - the description or activity of work to be accomplished on the Project, as described in the Application form, utilizing grant funds and required Match, as applicable.

**School District** - Any school district and "all school districts" mean school districts of every kind or class, except a community college district and further defined pursuant to Education Code section 80-87.

**State Grant Amount** - the amount of Grant funds assigned to a specific Project.

**Youth** – anyone who has not attained the age of 25 years.

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5004.5, 5096.600, 5096.605, 5096.606, 5096.629, and 5096.633 [Public Resources Code](#), [Education Code](#). Reference: Sections 80-87.



## II. GENERAL INFORMATION

### **Bond Act Intent**

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air, and water conservation programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

### **Re-Use of Existing Buildings**

The Department recommends that grant recipients consider refurbishing and rehabilitating existing building for new uses appropriate to this grant program.

### **Funds Reverting to the Legislature**

Any grant funds that are not encumbered within three years and expended by the Grantee within eight years from the date of Appropriation shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.

### **Legal Requirements**

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.

### **Site Visits**

The Grantee shall permit site visits, including a final inspection of the Project lands or facilities acquired or developed using Bond Act funds, to determine if the work performed is in accordance with the approved Project Scope.

### **Accounting Requirements**

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, canceled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

### **State Audit**

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which the funds were granted. The Grantee shall provide the following:

- Project records, including the source documents and cancelled warrants, readily available to the Department
- An employee having knowledge of the Project to assist the Department's auditor
- A copy of any document, paper, record, or the like requested by the Department
- All Project records must be retained for at least three years following the final payment of grant funds or one year following an audit whichever is later.

Note: Authority cited: Section 5004.5; Public Resources Code. Reference: Sections 5004.5, 5096.601, and 5096.633, Public Resources Code.

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### III. YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM DESCRIPTION

**Youth Soccer and Recreation Development Program Intent**

The intent of the Youth Soccer and Recreation Development program is to provide financial assistance to Local Agencies and Community-Based Organizations to foster the Development of new Youth soccer, baseball, softball, and basketball recreation opportunities in the state.

<b><u>Key Dates</u></b>	<b><u>Milestones</u></b>
<b>To Be Determined</b>	Appropriation Date
<b>November 5, 2004</b>	Application Deadline
<b>3 years after Appropriation date.</b>	Grantee must have a fully-executed Contract
<b>8 years after Appropriation date.</b>	Grantee must have completed the Project and received the final grant payment from the Department

**Amount of Funds Available: –Up to \$46,675,000**

The amount of funds available reflects the state administrative costs deduction. The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

**Minimum and Maximum Grant Amounts**

The minimum grant amount is: \$75,000

The maximum grant amount is: \$ 1,000,000

**Matching Contribution**

When evaluating Applications for grants, the Department shall assign higher priority to Applications that include a commitment for Match.

**Eligible Applicants**

Cities, counties, a city and county, Districts, School Districts and Community-Based Organizations. (All Community-Based Organizations shall have a current tax-exempt status as a nonprofit organization under Section 501(c) (3) of the Federal Internal Revenue Code) Organizations without 501(c)(3) status may partner with an eligible Applicant.

### **Eligible Projects**

Capital Projects that foster the Development of new Youth soccer, baseball, softball, and basketball recreation opportunities are eligible. The following types of Capital Projects are eligible for grant funding:

- Acquisition (willing sellers only) or Development

## **Competitive Process Overview**

1. The Applicant prepares and submits a Grant Application packet to the Department, as per the Application Requirements and Checklist on page 10.
2. The Department reviews the Application packet to determine whether the Application is complete.
3. The Department sends a letter to the Applicant notifying the Applicant whether the Application is complete or if more information is needed.
4. The Department evaluates all Applications based on eligibility and ranking criteria.
5. The Department selects the Projects for funding.
6. The Department informs the Applicants of approval/disapproval of grant award.
7. If approved, the Applicant receives instructions to initiate the grant award process from the Department.
8. The Department sends the Contract to the successful Applicant for signature (hereinafter referred to as Grantee).
9. The Grantee returns a signed copy of the Contract to the Department.
10. The Department returns a fully executed Contract to the Grantee. After the Contract is executed, the Grantee may request payments for the Project. See page 24, Payment Process.
11. A nonprofit Grantee shall submit a Fidelity Bond before a payment request can be processed.
12. The Grantee completes the Project and submits the Project completion packet.
13. The Department Project Officer makes a final on-site Project inspection.
14. The Department processes the final payment.
15. The Department may perform an audit of the completed Project.

### **How to Submit an Application**

Applications must be received by 4:30 p.m. or postmarked by July 30, 2004 at the following mailing address:

Project Officer (Name)  
California Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001

If submitting an Application by hand delivery or overnight carrier:

Project Officer (Name)  
California Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 9<sup>th</sup> Street, Room 918  
Sacramento, CA 95814

All Applicants are required to submit **one** unbound, original copy of the Application packet. Do not submit applications in binders. Each Application must include a Table of Contents with documents submitted in the order listed in the Application Requirements Packet and Checklist. All pages shall be numbered (handwritten numbers are acceptable).

NOTE: An Applicant may submit an Application for more than one Project. Each Project must have its own Application.

Letters of support from the Legislature or other entities should be directed to the Applicant. Applicants may include these letters with the Project Application.

## **Application Requirements and Checklist**

The Project Application shall consist of one copy of each of the following items, in the order they are listed below:

1.  Project Application Form. (See page 29).
2.  Resolution. The Applicant submits the authorizing Resolution from the Applicant's governing body, using the required language in the Resolution (See page 31).
3.  Project Summary. Provide a one page maximum summary that clearly explains the Project and any additional enhancement or Development plans to be made to the Project site (See page 13).
4.  Project Selection Criteria. (See page 13).
5.  Cost Estimate (Development Projects only). Provide details on non-construction costs and construction costs. Refer to the Eligible Costs Chart (See page 27) and Sample Cost Estimate (See page 36) when formulating a cost estimate.
6.  Sources of All Additional Funds. Provide a list of proposed sources of all additional funds. (See page 34).
7.  Acquisition Schedule. For Projects involving Acquisition, provide a schedule and an Acquisition map outlining the acreage and parcel number(s) to be acquired (See page 38).
8.  CEQA. The Applicant is required to comply with CEQA. The Applicant should check with its local city or county planning agency for more information on how to complete CEQA.

The Department encourages CEQA compliance at the time of Application. However, the Applicant may choose an alternate process outlined below to postpone final CEQA compliance until one year from the grant award announcement. In either case, CEQA compliance is required prior to commencement of construction or Acquisition. Complete CEQA documentation must include one of the following:

- (a) A Notice of Exemption filed with, and stamped by, the county clerk, or
- (b) An Initial Study with a Negative Declaration, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk, or
- (c) An Initial Study and an Environmental Impact Report, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk.

### Complete CEQA Documentation at the time of Application:

- Submit the items required in either item (a), (b), or (c) above

### Alternate CEQA process

- At the time of Application:

Submit an Initial Study and a description of how the Applicant will complete the CEQA process within one year from the grant award announcement.

- If grant is selected:

Complete CEQA process and submit items required in either item (a), (b), or (c) above within one year from the grant award announcement.

9.  Land Tenure (Development Projects only). If property is not owned in fee simple, provide documentation (lease, agreement, etc.) verifying that land tenure requirement has been (See page 21).
10.  Leases or Agreements. Provide a list of all *other* leases, agreements, etc., affecting Project lands or the operation and maintenance thereof, excluding those relevant to land tenure (if applicable).
11.  Site Plan. For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, where the improvements will be located on the property, and the approximate square footage of the improvements.
12.  Topographic Map. Provide a 8 ½" x 11" topographic map indicating the Project site location and the project service area. This map should be a 7.5-Minute Series (1:24,000 scale).
13.  Project Location Map. Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project. The map should indicate access points to the site.
14.  Photos of the Project site.
15.  Required Regulatory Permits. Provide a list of existing and additional required permits, if applicable, the status of each, and indicate when permit approval would occur. Examples include:
  - State Lands Commission
  - San Francisco Bay Conservation and Development Commission
  - Regional Coastal Zone Protection Commission
  - Corps of Engineers



16.  Community-Based Organizations. If the Applicant is a Community-Based Organization, please provide the following:
- Articles of incorporation
  - Mission statement
  - Most recent annual report and budget
  - Verification of 501(C)(3) status

Note: Authority cited: Section 5004.5, Public Resources Code. Reference: Sections 5096.620, 5096.625, and 5096.629. Public Resources Code.

## IV. PROJECT SELECTION CRITERIA

### **Project Summary**

To facilitate the Department's understanding of the proposed Project, provide a one-page executive summary that clearly explains the Project and any additional enhancement or development plans to be made to the Project site. The one-page summary will not be scored nor counted in the Project Selection Criteria page limitation. (See Below)

### **Project Selection Criteria Introduction**

- The Applicant must respond to the following questions in the order in which they appear in the selection criteria.
- Please respond to each question separately.
- Limit the written response to no more than 12 pages, 8 ½" x 11" paper, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 12 pages.
- The meanings of capitalized words and phrases used below can be found in the definitions section on page 1.

### **Project Selection Criteria**

The Department will use the following criteria to evaluate your Project:

1. Describe the need for the Project including deficiencies of similar park facilities, high demand, and inability to otherwise provide facilities and location in a low-income urban area with high Youth crime and a high unemployment rate. The Applicant shall define the project's service area consistent with the type of Project. The project's service area, once defined by the Applicant, must be the same for Project Selection Criteria numbers 1, 2, & 3. Cite your source of data. **(30 Points)**
  - What deficiencies are there in similar recreational facilities in the project's service area, specifically for Youth soccer, baseball, softball and/or basketball?
  - If these recreation opportunities are already available in the project service area why is there a need to improve or expand these facilities?
  - Describe how the Project is in a low-income urban area with high Youth crime and a high unemployment rate. How will these factors affect the need for this Project in the project's service area?

*The maximum number of points will be given to an Applicant that demonstrates a high deficiency in recreational facilities and/or a high need to expand or improve their facilities and the Project is in a low-income urban area with a high Youth crime and high unemployment rate.*

**30 - 20 Points:**

- The Project is in a low-income urban area with a high Youth crime and high unemployment rate. The Applicant demonstrates a **high** deficiency in recreational facilities and/or a **high** need to expand or improve their facilities.

**19 – 10 Points:**

- The Project is in a low to moderate-income urban area with a high Youth crime and unemployment rate. The Applicant demonstrates a **moderate** deficiency in recreational facilities and/or a **moderate** need to expand or improve their facilities.

**9 - 1 Points:**

- The Project is not in a low-income urban area with a high Youth crime and unemployment rate. The Applicant demonstrates a **low** deficiency in recreational facilities and/or a **low** need to expand or improve their facilities.

**0 Points:**

- The Applicant does not respond to the criterion.

2. Describe how the Project will foster the Development of or create new Youth soccer, baseball, softball, and/or basketball recreation opportunities.

**(20 Points)**

*The maximum number of points will be given to a Project that demonstrates a large increase in recreation opportunities for Youth soccer, baseball, softball and/or basketball.*

**220 - 14 Points:**

- The Project will foster a **large** increase in the number of new Youth soccer, baseball, softball and/or basketball recreation opportunities.

**113 - 7 Points:**

- The Project will foster a **moderate** increase in the number of new Youth soccer, baseball, softball and/or basketball recreation opportunities.

**66 – 1 Points:**

- The Project will foster a **low** number of new Youth soccer, baseball, softball and/or basketball recreation opportunities.

**00 Points:**

- Applicant does not respond to the criterion.

3. Who will use the Project? The Applicant shall account for the estimated number of Youths and the population density in the project service area. Cite sources of data. **(15 Points)**

*The maximum number of points will be given to a Project that demonstrates its location is in a densely populated area and will serve a large number of Youth considering the size and scope of the Project.*

**15 - 10 Points:**

- The Applicant demonstrates that the Project is in a **densely** populated area and will serve a **large number** of Youth considering the size and scope of the project.

**9 - 5 Points:**

- The Applicant demonstrates that the Project is in a **less densely** populated area and will serve a **moderate number** of Youth considering the size and scope of the project.

**4 - 1 Points:**

- The Applicant demonstrates that the Project **is not in a densely** populated area and will serve a **limited number** of Youth considering the size and scope of the project.

**0 Points**

- The Applicant does not respond to the criterion.

4. Describe the accessibility of the Project by answering the following: **(10 Points)**

- Will the Project's intended users be charged entrance, membership, or activity fees? If so, describe each fee and explain why the fee is reasonable.
- What will be the daily hours of operation that the facility will be open to the general public?
- What obstacles or barriers (social and/or physical) within the project's service area may limit access to and from the Project site, and what are the solutions that this Project will provide to those challenges?

*The maximum number of points will be given to a Project with reasonable user fees, if any, long daily operating hours which include at least 3-7 PM for Youth during weekdays and open on weekends, and more than one clear solution to be provided to obstacles found within the area served by the Project.*

**10 - 8 points:**

The Project will have:

- Reasonable fees that will not deter use, or, no user fees.
- Long daily operating hours, which include at least 3-7 PM for Youth on weekdays, and open on weekends.
- More than one clear solution to obstacles found within the project's service area.

**7 - 5 points:**

The Project will have:

- User fees that may deter use by some residents.
- Daily operating hours which include 3-7 PM for Youth on weekdays, and open on weekends.
- At least one clear solution to obstacles found within the project's service area.

**4 - 1 points:**

- User fees will deter use by some residents.
- Minimal daily operating hours.
- No solutions to obstacles are provided.

**0 points:**

- The Applicant does not respond to the criterion.

5. What is the level of community support and collaboration with Community-Based Organizations, agencies, private firms, groups, or individuals? **(10 Points)**

*The maximum number of points will be given to an Applicant that has strong community support and collaboration.*

**10 - 7 Points:**

- The Applicant has **strong** community support and collaboration.

**6 - 4 Points:**

- The Applicant has **some** community support and collaboration.

**3 - 1 Points:**

- The Applicant has **minimal** community support and collaboration.

**0 Points:**

- Applicant does not respond to the criterion.

6. Explain the Match contribution by answering the following: **(5 Points)**

- What is or are the source(s), amounts, and types of committed Match to be spent on this Project?

*The maximum number of points will be given to an Applicant that has a committed Match for the Project.*

**5 Points:**

- The Applicant **clearly demonstrates** the Match contribution is committed.

**0 Points:**

- The Applicant **does not demonstrate** that the Match contribution is committed.

7. Provide information about the Project manager or management team's ability to successfully complete the Project by answering the following: **(10 Points)**

- What individual or team will manage the Project from the time the grant is awarded until Project completion?
- What experiences has this individual or team had that qualifies them to manage this Project?
- If a Project manager or management team is not yet identified, what plan will be used to hire a qualified Project manager or management team to successfully complete the Project?

*The maximum number of points will be given to Projects with a Project manager or management team with demonstrated ability or potential to successfully complete the Project. If a Project manager or management team is not yet identified, a clear plan will be used to hire a qualified Project manager or management team to successfully complete the Project.*

**10 - 6 points:**

- A Project manager or management team is identified, and has **adequate experience** that qualifies them to manage this Project. If a Project manager or management team is not yet identified, the Applicant provided a **clear plan** to hire a qualified Project manager or management team to successfully complete the Project.

**5 - 1 points:**

- A Project manager or management team is identified, and has **limited experience** that qualifies them to manage this Project. If a Project manager or management team is not yet identified, the Applicant provided a **plan that lacks some clarity** to hire a qualified Project manager or management team to successfully complete the Project.

**0 points:**

- The Applicant does not respond to the criterion, or the Project will not have a Project manager or management team.

8. Describe the plan for long-term maintenance and operation of the Project by answering the following: **(10 Points)**

- What funding sources or other resources will be used to maintain and operate the Project site?
- What position or positions will be responsible for the Project site's maintenance and operation, and ensuring that the Project has on-going availability for the public? Is a sufficient amount of their time dedicated to these responsibilities?

*The maximum number of points will be given to Applicants who provide a completely developed plan for the long-term maintenance and operation of the Project.*

**10 - 8 Points:**

- The Applicant provided a ***completely developed plan*** for resources to maintain and operate the Project site, which includes the position or positions that will be responsible for Project site's maintenance and operation, and ensuring that the Project has on-going availability for the public, including a sufficient amount of their time dedicated to these responsibilities.

**7 - 5 Points:**

- The Applicant provided a ***partially developed plan*** for resources to maintain and operate the Project site, which includes ***some reference*** to the position or positions that will be responsible for Project site's maintenance and operation, and ensuring that the Project has on-going availability for the public, including a sufficient amount of their time dedicated to these responsibilities.

**4 - 1 Points:**

- The Applicant provided a ***vaguely developed plan*** for resources to maintain and operate the Project site, which includes ***no reference*** to the position or positions that will be responsible for Project site's maintenance and operation, and ensuring that the Project has on-going availability for the public, including a sufficient amount of their time dedicated to these responsibilities.

**0 points:**

- The Applicant does not respond to the criterion.

Note: Authority cited: Section 5004.5, [Public Resources Code](#). Reference: Sections 5004.5, and 5096.629., [Public Resources Code](#).



## V. ADMINISTRATIVE PROVISIONS

### **Matching Contributions**

Matching contributions may be in the form of money from any source, including:

- Funds from other state local assistance programs.
- Gifts of real property.
- Gifts of equipment, consumable supplies, and/or cash from businesses or the community
- Volunteer services.
- Free or reduced-cost use of lands, facilities or equipment.
- Bequests and income from wills, estates, and trusts.
- Federal funds.
- Force Account labor

Any land used as Match must be acquired after the Appropriation date. The Applicant must use any Match for the Project after the Appropriation date.

### **Calculating Volunteer Labor as a Match Source**

Volunteer labor is an eligible Match source. To determine the Match, the hours worked must be multiplied times the prevailing wage, plus benefits, for the type of labor that was done.

The prevailing wage applied to volunteer labor must:

- Reflect the work that was actually done, (i.e., journey-level carpenter versus carpenter's helper)
- Reflect differences in wages based on location
- Be reasonable (i.e., for a first-time carpenter's helper, use entry level wages)
- Be defensible. The simplest way is to use minimum wage for all volunteer work.

Applicants can also use prevailing wage scales developed by governmental agencies, labor unions, or other organizations that research and publish prevailing wages. One of the governmental sources is the California Employment Development Department (EDD). EDD maintains hourly and annual wage data for 770 occupations for every geographic area of the state.

## **Land Tenure Requirements**

Applicants must certify to the Department that they have adequate tenure to, and site control of, properties to be improved or acquired (upon Project completion).

Tenure includes, but is not limited to:

- Ownership
- Lease
- Easement
- Joint powers or similar agreement

Adequate site control is the power or authority to:

- Manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for some specific recreational use.

For property not owned in fee simple, Tenure must include a level of site control commensurate with the activities proposed in the Project Scope section of the Application Form.

The Department requires that the Grantee agree to use the property for public recreation for the length of time stated below. The Land Tenure agreement only applies if the Grantee does not have fee title. All less than fee title agreements must have a renewal clause. A lease or other agreement can only be revocable by mutual consent or for cause.

- Grants up to and including \$100,000 require at least 10 years of land tenure and public recreation operation
- Grants exceeding \$100,000 require at least 20 years of land tenure and public recreation operation

If the Project is selected for funding, the Grantee shall:

1. Use the property only for the purpose for which the grant was made and to make no other use, sale or other disposition of the property, except as authorized by a specific act of the Legislature.
2. Maintain and operate the property funded for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

### **Changes to Project Scope**

The Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

### **Fidelity Bond**

All Community-Based Organization Grantees shall submit evidence of Fidelity Bond insurance to the Department, Office of Grants and Local Services, prior to processing a payment request. This insurance must include coverage that is equal to or greater than the grant amount. Coverage must apply to all employees and volunteers who handle checks, cash, or securities. It is the Grantee's responsibility to ensure that its Fidelity Bond insurance is kept current throughout the duration of the Project.

In the event that an employee or volunteer engages in the theft, forgery, larceny or embezzlement of any portion of the State Grant Amount, the Grantee is responsible for notifying the appropriate law enforcement authorities and the Department within 30 days of discovery.

### **Three-Bid Process**

All Community-Based Organization Grantees shall obtain three bids for work on the Project and review these bids with their governing body prior to awarding a contract. Grantees may request a waiver for this process when there are less than three qualified bidders. Waiver requests must be submitted in writing to the Project Officer. Evidence of the three-bid process must be retained for audit.

### **Project Withdrawals**

The Grantee may unilaterally rescind the Contract at any time prior to the commencement of the Project. After Project commencement, the Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.

### **CEQA Compensation**

If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the State Grant Amount.

### **Loss of Funding**

The following actions may result in a Grantee's loss of funding

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds.
- A Grantee withdraws from the grant program
- A Grantee fails to complete the Project and/or fails to submit all documentation within eight years from the Appropriation date of program funds

**Public Access**

The Grantee shall provide for public access to the Project lands and/or facilities in accordance with the intent and provisions of the enabling legislation and/or program.

Note: Authority cited: Sections 5004.5; Public Resources Code, Reference: Sections 5004.5 and 5096.629. Public Resources Code.

## VI. PAYMENT PROCESS

### **Grant Fund Availability**

Grant funds are available for expenditure after they are appropriated in the State budget. The Grantee must have a fully executed Contract with the Department within **three years** from the Appropriation date of the grant Program. The Grantee must complete all funded Projects, and receive final payment within **eight years** from the Appropriation date. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.

### **Interest Earned From an Advance**

If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies 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 shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.

### **Payment Request Process – Development Projects**

1. After the grant Contract has been fully executed, the Grantee may request a 10% advance of the State Grant Amount, as specified in the approved Application, to be spent on costs such as plans, specifications, or CEQA compliance.
2. If CEQA is complete, and the Grantee has requested a 10% advance, the Grantee may request up to an additional 70% of the State Grant Amount as specified in the approved Application (for a total of 80% of the State Grant Amount), either when construction has commenced, or after the construction Contract is awarded, or the Grantee has issued a Notice to Proceed.
3. If CEQA is complete and the Grantee has not requested a 10% advance, the Grantee may request up to 80% of the State Grant Amount as specified in the approved application.
4. The Grantee may submit multiple Payment Request Forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
5. After the Grantee completes the Project, the Grantee submits the Project Completion Packet and supporting documents for the final payment.
6. Please allow six weeks for payment. Final grant payment must be processed by the 30th of June of the eighth year after the Appropriation date.

### **Payment Request Process – Development Projects**

<b>Payment Type</b>	<b>When to submit it</b>	<b>Supporting Documentation to Send to Project Officer</b>
10% Advance	After the grant Contract has been fully executed	<ul style="list-style-type: none"> <li>• Payment Request Form</li> </ul>
Up to 80% Advance	After the grant Contract has been fully executed and CEQA is complete	<ul style="list-style-type: none"> <li>• Evidence of signed construction contract and a Notice to Proceed.</li> <li>• Evidence of completed CEQA.</li> </ul>
Payment Request Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• Project Cost Summary Form</li> <li>• Labor Cost Summary Form (if applicable)</li> <li>• Equipment Cost Summary Form (if applicable)</li> </ul>
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> <li>• Project Completion Packet</li> </ul>

### **Payment Request Process – For Projects Involving Acquisition**

1. After the grant Contract has been fully executed, the Grantee may request a 10% advance of the State Grant Amount. These funds may be spent on costs such as plans, appraisals, CEQA compliance, etc.
2. If CEQA is complete, and the Grantee has requested a 10% advance, the Grantee may request up to an additional 70% of the State Grant Amount (for a total of 80% of the State Grant Amount), or up to 100% of the Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
3. If CEQA is complete, and the Grantee has not requested a 10% advance, the Grantee may request up to 80% of the State Grant Amount, or up to 100% of the Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
4. The Grantee may submit multiple Payment Request Forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
5. After the Grantee completes the Project, the Grantee submits the Project Completion Packet and supporting documents for the final payment.
6. Please allow six weeks for payment. Final grant payment must be processed by the 30th of June of the eighth year after the Appropriation date.

## Payment Request Process – For Projects Involving Acquisition

Payment Type	When to submit it	Supporting Documentation to Send to Project Officer
10% Advance	After the grant Contract has been fully executed	<ul style="list-style-type: none"> <li>● Payment Request Form</li> </ul>
Up to 80% Advance	After the grant Contract has been fully executed and CEQA is complete	<ul style="list-style-type: none"> <li>● Evidence of completed CEQA</li> <li>● Evidence of open escrow</li> <li>● Payment Request Form</li> </ul>
Payment Request Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> <li>● Payment Request Form</li> <li>● Project Cost Summary Form</li> <li>● Labor Cost Summary Form (if applicable)</li> </ul>
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> <li>● Project Completion Packet</li> <li>● Recorded Grant Deed</li> <li>● Final Title document</li> <li>● Relocation Plan, where occupants were provided eligibility for relocation assistance, if applicable.</li> </ul>

### **Eligible Costs**

- Only costs incurred during the Project Performance Period, as indicated in the Contract are eligible.
- Indirect costs (e.g., overhead, etc.) are ineligible.
- Non-construction costs cannot exceed 25% of the total requested State Grant Amount.
- See Eligible Costs Chart below for more information.

## Eligible Costs Chart

COSTS	EXPLANATION	EXAMPLES
<b>Non-Construction Costs</b> <b>(cannot exceed 25% of the total requested State Grant Amount)</b>		
Non-Construction Costs	<ul style="list-style-type: none"> <li>Costs including Project planning (excluding grant writing costs), appraisals, and negotiations</li> </ul>	<ul style="list-style-type: none"> <li>CEQA compliance</li> <li>Construction plans</li> <li>Permits</li> </ul>
<b>Construction Costs</b>		
Personnel or Employee Services	<ul style="list-style-type: none"> <li>Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project</li> <li>Must not exceed Grantee's established rates for similar positions</li> </ul>	<ul style="list-style-type: none"> <li>Wages and benefits</li> <li>Work performed by another department</li> </ul>
Construction and Construction Management	<ul style="list-style-type: none"> <li>All necessary construction activities</li> </ul>	<ul style="list-style-type: none"> <li>Facility Development</li> <li>Inspection &amp; construction management</li> </ul>
Construction Equipment	<ul style="list-style-type: none"> <li>The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes</li> <li>The Grantee may use the California Department of Transportation's equipment rental rates as a guide</li> <li>The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage</li> <li>The equipment use charges must be made in accordance with the Grantee's normal accounting practices</li> <li>The Grantee must describe the work performed, the hours used, and related use to Project</li> </ul>	<ul style="list-style-type: none"> <li>Rental equipment</li> <li>Purchased equipment</li> </ul>
Fixed Equipment	<ul style="list-style-type: none"> <li>Equipment permanently fixed to Project facility</li> </ul>	<ul style="list-style-type: none"> <li>Play equipment</li> <li>Fixed benches</li> <li>Signs/interpretive aids</li> </ul>
Construction Supplies/Materials	<ul style="list-style-type: none"> <li>May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay</li> <li>The Grantee may only claim those costs directly related to the Project</li> </ul>	Materials and Supplies: <ul style="list-style-type: none"> <li>Concrete</li> <li>Lumber</li> </ul>
Relocation Costs	<ul style="list-style-type: none"> <li>Costs resulting in displacement of a person/business</li> <li>The Grantee shall comply with State Relocation Act (Chapter 16, Section 7260, <u>Government Code</u>)</li> </ul>	<ul style="list-style-type: none"> <li>See Chapter 16, Section 7260, <u>Government Code</u>.</li> </ul>
Acquisition Costs	<ul style="list-style-type: none"> <li>Costs of acquiring real property</li> </ul>	<ul style="list-style-type: none"> <li>Purchase price/appraisals</li> <li>Title/escrow fees</li> </ul>
Miscellaneous	<ul style="list-style-type: none"> <li>Other Project-related costs</li> </ul>	<ul style="list-style-type: none"> <li>Communications expenses</li> <li>Insurance</li> </ul>

Note: Authority Cited: Sections 5004.5, Public Resources Code. Reference: Sections 5004.5 and 5096.633.. Public Resources Code.



## VII. APPENDICES

**APPENDIX A – Application Form**

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

**PROJECT APPLICATION  
2002 Resources Bond Act**

**Youth Soccer and Recreation Development Program**

(Each Project must have its own Application.)

PROJECT NAME	Amount of Grant Request	\$ _____
<b>Grant Applicant (Agency, address, and zip code)</b>	Amount of Matching Funds	\$ _____
	Estimated Total Project Cost	\$ _____
	COUNTY	NEAREST CITY
PROJECT LATITUDE AND LONGITUDE	PROJECT ADDRESS (including zip code)	
WILL THE PROJECT AFFECT A HISTORICAL RESOURCE? ___ YES ___ NO		

Grant Applicant's Representative Authorized in Resolution

Name (typed or printed) and Title	Email address	Phone
-----------------------------------	---------------	-------

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

Name (typed or printed) and Title	Email address	Phone
-----------------------------------	---------------	-------

Brief description of Project

For Dev. Projects, Project Land Tenure is _____ acres _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest (explain) _____ _____	For Acquisition Projects, Project land will be _____ acres _____ Acres to be acquired in fee simple by Grant Applicant _____ Acres to be acquired in other than fee simple (explain) _____ _____
--	--

I certify that the information contained in this Application, including required attachments, is accurate.

Signed _____ Grant Applicant's Authorized Representative as shown in Resolution	_____ Date
--	------------

**APPENDIX B – Sample Resolution**

**RESOLUTION  
2002 RESOURCES BOND ACT**

**YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM**

**Resolution No:** \_\_\_\_\_

**RESOLUTION OF THE**

\_\_\_\_\_  
(Title of Governing Body)

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE YOUTH SOCCER  
AND RECREATION DEVELOPMENT PROGRAM UNDER THE CALIFORNIA CLEAN  
WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL  
PROTECTION ACT OF 2002**

For

\_\_\_\_\_  
(Project)

WHEREAS, the people of the State of California have enacted the CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002, which provides funds to the State of California for grants to eligible Applicants; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the Youth Soccer and Recreation Development Program and the grant Project shown above within the State, setting up necessary procedures, and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application before submission of said Application to the State, and

WHEREAS, the Applicant will enter into a Contract with the State of California for the Project;

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ hereby:  
(Applicant's Governing Body)

1. Approves the filing of an Application for local assistance funds from the Youth Soccer and Recreation Development Program under the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project; and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Certifies that the Grantee has or will have available, prior to commencement of any work on the Project, the Match;
5. Certifies that the Project conforms to the recreation element of any applicable city or county general plan; and
6. Appoints the (designated position) \_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by \_\_\_\_\_ following a roll call vote: \_\_\_\_\_  
(Applicant's Governing Body)

Ayes

Noes

Absent

\_\_\_\_\_  
(Clerk)

**APPENDIX C – Sources of All Additional Funds**

**SOURCES OF ALL ADDITIONAL FUNDS  
2002 RESOURCES BOND ACT  
YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM**

The Applicant, \_\_\_\_\_,  
shall provide to the Department a list of proposed sources of all additional funds.

Project Name \_\_\_\_\_

(Please Round All Figures to the Nearest Dollar)

**Total Grant Amount Requested** \$ \_\_\_\_\_

**Sources of Additional Funds**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL** **\$ \_\_\_\_\_**

<b>Printed or Typed Name of Authorized Representative</b>	<b>Date</b>

<b>Signature of Authorized Representative</b>	<b>Date</b>



**APPENDIX D – Sample Cost Estimate**

The sample cost estimate below is to assist you in developing a cost estimate for your Project. You may reformat and change the content as needed to accommodate each Project's scope. The items listed are illustrative only and are not intended to direct you in determining the scope of your project, but merely to let you know the level of detail preferred.

**SAMPLE COST ESTIMATE**

**CAPITAL IMPROVEMENTS**

**AMOUNT**

\$  
\$  
\$  
\$  
\$

SUBTOTAL \$

**OTHER PROJECT-RELATED COSTS**

**AMOUNT**

Design \$  
Administration \$  
Contingencies \$

SUBTOTAL \$

**GRAND TOTAL \$**

**FUNDING SOURCES**

\_\_\_\_\_  
\$  
\_\_\_\_\_  
\$  
\_\_\_\_\_  
\$

**APPENDIX E – Sample Acquisition Schedule**

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

**SAMPLE ACQUISITION SCHEDULE**  
(To be submitted with the Application)

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
	25.20	12-04	700,000	5,000	200,000	905,000
	2.97	12-04	190,000	-	-	190,000
	6.00	01-05	210,000	-	-	210,000
	<u>37.13</u>	03-05	1,500,000	-	-	1,500,000
						<hr/>
Total Acreage	71.30			TOTAL		2,805,000

**APPENDIX F – Sample Grant Contract**

**State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
GRANT CONTRACT  
2002 Resources Bond Act  
Youth Soccer and Recreation Development Program**

GRANTEE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT NUMBER \_\_\_\_\_

PROJECT PERFORMANCE PERIOD is from \_\_\_\_\_ through \_\_\_\_\_

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation, pursuant to the Youth Soccer and Recreation Development Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the Project up to the total State Grant Amount indicated.

**PROJECT DESCRIPTION:**

Total State Grant Amount not to exceed \$ \_\_\_\_\_

\_\_\_\_\_ Grantee

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

By \_\_\_\_\_  
(Typed or Printed Name of Authorized Representative)

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

Grant Contract  
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Acquisition" means to obtain fee title or a lesser interest in real property, specifically, conservation easement or conservation rights. Leases or rentals do not constitute Acquisition.
4. The term "Department" means the California Department of Parks and Recreation.
5. The term "Development" includes, but is not limited to, improvement, rehabilitation, restoration, enhancement, protection, and interpretation using Bond Act funds.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, 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 Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency 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.

5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. Changes in the Project Scope must be approved in writing by the State and must meet the exact need described in the original Project Application.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or Program.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
10. The Grantee shall maintain and operate the property funded for a period that is commensurate with the type of Project and the proportion of State funds allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific Act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
11. Lands or interests in land acquired with grant funds shall be acquired from a willing seller.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a 10% advance of the total State Grant Amount



- b. After the property is in escrow, the Grantee may request up to 80% of the total State Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
  - c. The remaining State grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth of page 1 of this Contract:
- a. Up to a 10% advance of the total State Grant Amount.
  - b. On proof of award of a construction Contract or commencement of construction by force account, up to 80% of the total State Grant Amount, not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
  - c. The remaining State grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

- 1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
- 2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
- 3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
- 4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies 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 shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
- 5. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

- 1. Any Grant funds that have not been expended by the Grantee shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.
- 2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.

3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the Preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. 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 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 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 State shall bear its own litigation costs, expenses, and attorney's 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.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. 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.

2. The Grantee shall use a generally accepted accounting system.

#### H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific Act of the Legislature.
2. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

#### I. 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 those 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 Program.

#### J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

#### 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.

**APPENDIX G – Payment Requests Form**

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

**PAYMENT REQUEST FORM  
Grant Programs**

**This form is out-of-date. Please use the revised copy of this form by following the link below:**  
[http://www.parks.ca.gov/pages/1008/files/payment\\_request.xls](http://www.parks.ca.gov/pages/1008/files/payment_request.xls)

**1. PAYMENT INFORMATION**

(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

- a. State Grant Amount \$ \_\_\_\_\_
- b. Funds Received to Date \$ \_\_\_\_\_
- c. Available (a. minus b.) \$ \_\_\_\_\_
- d. Amount of This Request \$
- e. Remaining Funds After This Payment (c. minus d.) \$ \_\_\_\_\_

**2. SEND WARRANT TO:**

GRANTEE NAME \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP CODE \_\_\_\_\_  
 ATTENTION \_\_\_\_\_

3. TYPED OR PRINTED NAME OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
4. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		

**FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY**

PAYMENT APPROVAL SIGNATURE	DATE
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**PAYMENT REQUEST FORM INSTRUCTIONS**

- Type all entries
- Round off all amounts to the nearest dollar
- See Procedural Guide, page 27, for Eligible Costs examples

The following instructions correspond to items on the Payment Request Form:

1. Project Number - The number assigned by the state to this Project
2. Contract Number - As shown in Certification of Funding section of the Project Contract
3. Grantee - GRANTEE name as shown on the Project Contract
4. Project Title - Title of Project for which payment is requested
5. Type Of Payment - Check appropriate box, and submit this form:
  - a) When an advance is needed, and after the Grant contract has been fully executed;
  - b) When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or
  - c) When the Grantee has completed the Project, and is requesting the final payment.
6. Payment Information
  - a) State Grant Amount - The amount of state grant funds allocated to this Project
  - b) Funds Received to Date - Total amount already received for this Project
  - c) Available - (a. minus b.)
  - d) Amount of This Payment Request - Amount that is requested
  - e) Remaining Funds after This Payment - (c. minus d.)
7. Send Warrant To - Grantee name, address and contact person
8. Signature Of Authorized Representative

**APPENDIX H – Project Completion Packet**

## PROJECT COMPLETION PACKET

The Grantee must submit the following forms after the Project is complete and the final payment is requested. Any questions should be directed to the Project Officer.

- Payment Request Form (see page 48)
  - Project Certification Form (see page 52)
  - Project Cost Summary Form (see page 53)
  - Labor Costs Summary Form (if applicable. See page 54)
  - Equipment Cost Summary Form (if applicable. See page 55)
1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents.
  2. Use these forms for all State grant programs. Make copies of the forms as needed.
  3. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information is presented in a clear and concise manner.
  4. Remember, the Grantee is required to keep source documents for all expenditures related to each grant for at least three years following Project completion and at least one year following an audit. A Project is considered complete upon receipt of final grant payment from the State.



**PROJECT CERTIFICATION FORM**

**This form is out-of-date. Please use the revised copy of this form by following the link below:**

[http://www.parks.ca.gov/pages/1008/files/project\\_cert\\_form.pdf](http://www.parks.ca.gov/pages/1008/files/project_cert_form.pdf)

ADDRESS: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

PROJECT DESCRIPTION – List facilities developed and/or property acquired (use additional pages, as required):

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS) (use additional pages, as required):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ \_\_\_\_\_

HAS A NOTICE OF COMPLETION BEEN FILED? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, PLEASE EXPLAIN:

**CERTIFICATION:**

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

\_\_\_\_\_  
Grantee's Fiscal Representative  
(Printed or Typed name)

\_\_\_\_\_  
Grantee's Fiscal Representative  
(Signature)

\_\_\_\_\_  
Date

**PROJECT COSTS SUMMARY FORM**

**Project Number** \_\_\_\_\_

<b>Warrant/Check Number</b>	<b>Date</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Amount</b>
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**Total Labor Costs (from attached form)** \$ \_\_\_\_\_

**Total Equipment Costs (from attached form)** \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

\_\_\_\_\_  
Grantee's Authorized Representative  
(Printed or Typed Name)

\_\_\_\_\_  
Grantee's Authorized Representative  
(Signature)

\_\_\_\_\_  
Date

**LABOR COSTS SUMMARY FORM**

**Project Number** \_\_\_\_\_

<b>Work Authorization #</b>	<b>Unit Performing Work</b>	<b>Dates/ Pay Period</b>	<b>Purpose</b>	<b>Amount</b>
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**Subtotal \$** \_\_\_\_\_

**(Carry Total forward to Project Costs Summary Form) Grand Total \$** \_\_\_\_\_

\_\_\_\_\_  
Grantee's Authorized Representative  
(Printed or Typed Name)

\_\_\_\_\_  
Grantee's Authorized Representative  
(Signature)

\_\_\_\_\_  
Date

**EQUIPMENT (RENTAL) COSTS SUMMARY FORM**

**Project Number** \_\_\_\_\_

**Type of Equipment**                      **Dates Work Performed**                      **Amount**

---

**Subtotal \$** \_\_\_\_\_

**(Carry Total forward to Project Costs Summary Form)**      **Grand Total \$** \_\_\_\_\_

\_\_\_\_\_  
Grantee's Authorized Representative  
(Printed or Typed Name)

\_\_\_\_\_  
Grantee's Authorized Representative  
(Signature)

\_\_\_\_\_  
Date