

Procedural Guide
for the
2002 Resources Bond Act
STATE URBAN PARKS
AND
HEALTHY COMMUNITIES PROGRAM

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

September 2003

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



“Creating Community through People, Parks, and Programs”

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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 guide is to assist with the Application and administration process for the State Urban Parks and Healthy Communities 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.

TABLE OF CONTENTS

I. DEFINITIONS	1
II. GENERAL INFORMATION	4
Bond Act Intent	4
Re-use of Existing Buildings	4
Funds Reverting to the Legislature	4
Legal Requirements	4
Site Visits	4
Accounting Requirements	4
State Audit	5
III. STATE URBAN PARKS AND HEALTHY COMMUNITIES PROGRAM DESCRIPTION	6
State Urban Parks and Healthy Communities Program Intent	6
Amount of Funds Available: Up to \$46,675,000.	6
Minimum and Maximum Grant Amounts	6
Matching Contribution	6
Eligible Applicants	7
Eligible Projects	7
Competitive Process Overview	8
How to Submit an Application	9
Application Requirements and Checklist	10
IV. PROJECT SELECTION CRITERIA	13
Project Summary	13
Project Selection Criteria Introduction	13
V. ADMINISTRATIVE PROVISIONS	22
Match Description	22
Calculating the Required Match Amount	22
Eligible Match Sources	22
Calculating Volunteer Services/Labor as a Match Source	23
Match Waiver Requirements	23
Land Tenure Requirements	23
Changes to Project Scope	24
Fidelity Bond	24
Three-Bid Process	24
Project Withdrawals	24
CEQA Compensation	25
Loss of Funding	25
Public Access	25

VI. PAYMENT PROCESS.....	26
Grant Fund Availability.....	26
Interest Earned From an Advance.....	26
Reimbursements.....	26
Payment Request Process – Development Projects.....	27
Payment Request Process – For Projects Involving Acquisition.....	29
Eligible Costs.....	30
Eligible Costs Chart.....	31
VII. APPENDICES	32
APPENDIX A – Application Form.....	33
APPENDIX B – Sample Resolution.....	35
APPENDIX C – Sources of All Additional Funds.....	38
APPENDIX D – Sample Cost Estimate.....	40
APPENDIX E – Sample Acquisition Schedule.....	42
APPENDIX F – Sample Grant Contract.....	44
APPENDIX G – Payment Request Form.....	52
APPENDIX H – Project Completion Packet.....	54

I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These 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.

Acquisition and Development - a Project that combines Acquisition of real property with Development.

Active Recreational Purpose - an activity that requires athletic fields, courts, gymnasiums, or other recreational Facilities/Venues for Youth soccer, baseball, football, basketball, tennis, or swimming, or any recreation activity which involves physical exertion and occurs within a Facility/Venue that was especially designed for this pursuit.

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 individual 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.

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 that utilize expenditures for Acquisition, Development, or both, of land and/or Facilities/Venues to improve the property's public usage and access for park and recreation purposes. Funds for Development shall 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, and 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.

Facility/Venue - a place for organized team sports, outdoor recreation, permanent play structures and multipurpose structures designed to meet the special recreational, educational, vocational, and social needs of Youth. "Special" refers to the Facility/Venue's type and design that enables Youth to use it.

Fidelity Bond - an insurance policy that protects the nonprofit Grantee 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.

Historical Resource - includes, but is not limited to, any building, structure, site, area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

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.

Joint-use Project - a Project in which two or more agencies from different jurisdictions or Community-based Organizations share the responsibility for ownership (Acquisition), Development, operation, and/or maintenance.

Management Plan - a plan outlining the proposed long-term management, operation, and maintenance of the recreational Facility/Venue funded by this grant program.

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/Venues, or equipment; and bequests and income from wills, estates, and trusts.

Project - the Acquisition, Development, or Acquisition and Development, of real property to be accomplished with grant funds and Match.

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

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.

Special District - a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Public Resources Code Section 5500, Chapter 3, Article 3, or a recreation and park district formed pursuant to Public Resources Code, Section 5780, Chapter 4.

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 5095.5 Public Resources Code. Reference: Sections 5095.2, 5095.5, 5095.6, 5096.600, 5096.605, and 5095.606, Public Resources Code.

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 buildings 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 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.

Legal Requirements

The Grantee shall comply with all applicable current laws and regulations affecting Acquisition and 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/Venues 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, cancelled 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: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5096.620, 5096.633, 5641, and 5643, Public Resources Code.

III. STATE URBAN PARKS AND HEALTHY COMMUNITIES PROGRAM DESCRIPTION

State Urban Parks and Healthy Communities Program Intent

This program provides grants for the Acquisition and Development of properties for Active Recreational Purposes. An Active Recreational Purpose is an activity that requires athletic fields, courts, gymnasiums, or other recreational Facilities/Venues for Youth soccer, baseball, football, basketball, tennis, or swimming, or any recreation activity which involves physical exertion and occurs within a Facility/Venue that was especially designed for this pursuit.

KEY DATES	MILESTONES
To Be Determined	Appropriation Date
November 5, 2004	Application Deadline
3 years after Appropriation date	Grantee must have a fully-executed Contract
8 years after Appropriation date	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.

The amount allocated shall roughly be divided 60/40 with sixty percent of the funds going to the southern part of the state (south of the Tehachapi mountains) and forty percent to the northern part of the state.

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 requires Applicants to submit information on matching contributions (see page 22). The Applicant must provide at least 25% of the total Project cost, unless the Match requirement is waived. A match waiver may be requested (see page 23).

Eligible Applicants

The Counties listed below, cities, Special Districts, and Community-based Organizations within those counties. Eligible counties are:

- | | |
|------------------|-------------------|
| ~ Alameda | ~ San Diego |
| ~ Butte | ~ San Francisco |
| ~ Contra Costa | ~ San Joaquin |
| ~ Fresno | ~ San Luis Obispo |
| ~ Kern | ~ San Mateo |
| ~ Los Angeles | ~ Santa Barbara |
| ~ Marin | ~ Santa Clara |
| ~ Merced | ~ Santa Cruz |
| ~ Monterey | ~ Solano |
| ~ Orange | ~ Sonoma |
| ~ Placer | ~ Stanislaus |
| ~ Riverside | ~ Tulare |
| ~ Sacramento | ~ Ventura |
| ~ San Bernardino | |

Non-profit organizations without 501(c)(3) status may partner with an eligible Applicant.

Eligible Projects

Acquisition (from a willing seller) or Development, or both, of property for Active Recreational Purposes, **including, but not limited to:**

- athletic fields
- athletic courts
- gymnasiums
- recreational Venues
- swimming pools
- permanent play structures
- multi-purpose recreational structures
- or any recreation activity which involves physical exertion and occurs within a Facility/Venue that was specially designed for this pursuit

Property for Acquisition-only projects must already contain developed Facilities/Venues that can be used for Active Recreational Purposes.

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 (hereinafter referred to as Grantee) for signature.
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 26)
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 August 13, 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 9th 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. The Project Application Form must be completed and signed by the Grantee's authorized representative and the representative from the Grantee's planning agency (see page 33).
2. Resolution. The Applicant submits the authorizing resolution from the Applicant's governing body, using the required language in the Resolution (see page 35).
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 31) and Sample Cost Estimate (see page 40) when formulating a cost estimate.
6. Sources of Additional Funds. Provide a list of proposed sources of all additional funds, including both the local Match component and the private or non-state Match component (if applicable) (see page 22).
7. Match Waiver request, if applicable (see page 23).
8. 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 42).
9. 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.

10. Land Tenure (Development Projects Only). If property is not owned fee simple, provide documentation (lease, agreements, etc.) verifying that land tenure requirements have been met (see page 23).
11. 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).
12. Site Plan. For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, where the improvements will be on the property, and the approximate square footage of the improvements.
13. Topographical Map. Provide an 8 ½" x 11" topographic map indicating: the Project site location; the Project's service area referenced in Project Selection Criteria # 1, 2, 3, 4 and 5. This map should be a 7.5-Minute Series (1:24,000 scale).
14. 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.
15. Photos of the Project site.
16. 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

17. Nonprofit Requirements. If the Applicant is a nonprofit organization, please provide the following:
- Articles of incorporation
 - Mission statement
 - Most recent annual report and budget
 - Verification of 501(C)(3) status
18. If the Project is a Joint-use Project, a copy of any contract/memorandum of understanding between all parties (agency to agency[ies], agency[ies] to Community-based Organization[s] or Community-based Organization to Community-based Organization[s]). The contract shall specify arrangements for ownership (Acquisition), Development, operation, and/or maintenance of the Facility/Venue commensurate with the amount of the grant.

Note: Authority cited: Section 5095.5, Public Resources Code. Reference: Sections 5095.1, 5095.2, 5095.5, 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 maximum 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 or counted towards the maximum number of pages.

Project Selection Criteria Introduction

- The Applicant must respond to the following criteria in the order in which they appear.
- Please respond to each criterion 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 unmet demand by Youth for Facilities/Venues that can be used for Active Recreational Purposes by answering the following: **(20 points)**

- Describe the demand for active recreation that requires Facilities/Venues within the Project service area.
- Describe the Facilities/Venues that exist within the Project service area, if any, that can currently be used for Active Recreational Purposes and explain why these are not meeting the Project service area's demand for active recreation.

Define the Project service area. Use this definition as part of the response to Project Selection Criteria numbers 1, 2, 3, 4 and 5.

The maximum number of points will be given to Projects within service areas that have a high unmet demand by Youth for Facilities/Venues that can be used for Active Recreational Purposes.

20 - 14 points:

- There is a ***high unmet demand*** by Youth for Facilities/Venues that can be used for Active Recreational Purposes within the Project service area.

13 - 7 points:

- There is a ***moderate unmet demand*** by Youth for Facilities/Venues that can be used for Active Recreational Purposes within the Project service area.

6 - 1 points:

- There is a ***low unmet demand*** by Youth for Facilities/Venues that can be used for Active Recreational Purposes within the Project service area.

0 points:

- The Applicant does not respond to the criterion.

2. Describe how the Project will address the unmet needs for active recreation Facilities/Venues for Youth within the Project service area. **(20 points)**

The maximum number of points will be given to Projects that will substantially address the unmet needs for park and recreation Facilities/Venues for Youth.

20 - 14 points:

- The Project will **substantially address** the unmet needs for active recreation Facilities/Venues for Youth.

13 - 7 points:

- The Project will **partially address** the unmet needs for active recreation Facilities/Venues for Youth.

6 - 1 points:

- The Project will **minimally address** the unmet needs for active recreation Facilities/Venues for Youth.

0 points:

- The Project will **not address** the unmet needs for active recreation Facilities/Venues for Youth,

or

- The Applicant does not respond to the criterion.

3. Describe the accessibility of the Facility/Venue by answering the following:
(10 points)

- Will the 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 operating hours that the Facility/Venue will be open to the general public?
- What obstacles or barriers (social, physical) within the Project's service area may limit access to and from the Facility/Venue, and what are the solutions to those obstacles?

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

10 - 8 points: The Facility/Venue will have:

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

7 - 5 points: The Facility/Venue will have:

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

4 - 1 points: The Facility/Venue will have:

- User fees will deter use by some residents.
- Minimal daily operating hours.
- There may not be any adequate solutions to obstacles found within the Project's service area.

0 points:

- The Applicant does not respond to the criterion.

4. Describe the efforts to include residents in the Project planning process by answering the following: **(10 points)**
- What methods were used to obtain residents' ideas in the Project planning process?
 - How were residents notified of the opportunity to participate, and approximately how many were notified?

The maximum number of points will be given to Applicants who made concerted efforts to involve the broadest representation of residents in the Project planning process.

10 - 8 points:

- The Applicant made a **concerted effort** to involve the broadest representation of residents in the Project planning process.

7 - 5 points:

- The Applicant made a **moderate effort** to involve the broadest representation of residents in the Project planning process.

4 - 1 points:

- The Applicant made a **limited effort** to involve the broadest representation of the residents in the Project planning process.

0 points:

- The Applicant made **no effort** to include the participation of residents in the Project planning process, or, does not respond to the criterion.

5. Explain how the Project concept incorporates the ideas and input identified and supported by the residents in the area served by the Project. **(10 points)**

The maximum number of points will be given to Projects that will implement a variety of ideas expressed by residents, considering the size and scope of the Project.

10 - 8 points:

- The Project will include an **extensive use** of ideas from the residents, considering the size and scope of the Project.

7 - 5 points:

- The Project will include a **moderate use** of ideas from the residents, considering the size and scope of the Project.

4 - 1 points:

- The Project will include a **limited use** of ideas from the residents, considering the size and scope of the Project.

0 points:

- The Project **does not include** ideas from the residents, or, the Applicant does not respond to the criterion.

6. Explain how the Project meets the definition of “Joint-use Project” by describing the partners’ roles in ownership (Acquisition), Development, operation, and/or maintenance of the Project. **(5 points)**

Use the following format, or a narrative, to structure your description of the partnership roles:

Partner (Individual’s or organization’s name)	Description of Assistance	Expected Duration of Assistance

The maximum number of points will be assigned to Applicants who have clearly demonstrated that the Project is a Joint-Use Project.

<p>5 points:</p> <ul style="list-style-type: none"> The Applicant has clearly demonstrated that the Project is a Joint-Use Project. <p>0 points:</p> <ul style="list-style-type: none"> The Applicant’s Project is not a Joint-Use Project, or, the Applicant does not respond to this criterion.

7. Describe the Management Plan that ensures the Facility/Venue shall remain open and accessible to the public by outlining the proposed management, maintenance, and operation of the Facility/Venue by answering the following: **(10 points)**

- What funding sources or other resources will be used to maintain and operate the Facility/Venue?
- What position or positions will be responsible for the Facility/Venue's maintenance and operation, and ensure that the Facility/Venue 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 Facility/Venue.

10 - 8 points:

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

0 points:

- The Applicant does not provide a response to this criterion.

8. 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 provides 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 provides a **plan that lacks 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.

9. Describe how the requested grant amount, committed Match, and additional committed contribution(s), if any, will meet all costs needed to complete the Project by answering the following: **(5 points)**

- What are the sources and types of the committed Match, if any, (for more information, see “Eligible Match Sources” on page 22), and, additional committed contributions, if any?
- When were these committed?
- Will the requested grant amount, committed Match, and additional committed contributions, if any, meet all costs needed to complete the Project?

or

- If no contributions are committed and/or the Match is waived, will the requested grant amount meet all costs needed to complete the Project?

5 Points:

- Five points will be given to Applicants who have a committed Match and additional committed contributions, combined with a requested grant amount that **will meet all costs** needed to complete the Project,

or

- If no contributions are committed and/or the Match is waived, five points will be given if the requested grant amount **will meet all costs** needed to complete the Project.

0 Points:

- Zero points will be given if the committed Match, additional committed contributions (if any), and the requested grant amount **will not meet all costs** needed to complete the Project,

or

- Zero points will be given if the Match is waived, and additional contributions are not committed, and the requested grant amount **will not meet all costs** needed to complete the Project,

or

- The Applicant does not respond to the criterion.

Note: Authority cited: Section 5095.5, Public Resources Code. Reference: Sections 5095.2 and 5095.5, Public Resources Code.

V. ADMINISTRATIVE PROVISIONS

Match Description

The Healthy Communities Program requires Grantees to supply matching funds.

- State grant funds from this program cannot pay for more than 75% of the total Project costs. The Applicant must provide at least 25% of the total Project costs, unless the Match requirement is waived.
- The State Grant Amount plus the required Match equals the total state grant Project.
- All costs used for Match must meet eligibility requirements as listed in the Eligible Cost Chart (see page 31).

Calculating the Required Match Amount

There are two ways to calculate the required Match amount. The type of calculation used depends on the starting point of the calculation.

Sample A:

If the Applicant starts with the total Project cost, the Applicant needs to divide this number by four to determine the required Match amount. (A division of four is used because 25% is one fourth of 100%.)

Total Project cost \$200,000; divide by 4, = required Match amount is \$50,000, State Grant Amount is \$150,000.

Sample B:

If an Applicant starts with the State Grant Amount, the Applicant needs to divide this number by three to determine the required Match amount. (A division of three is used because 25% is one third of 75%.)

State Grant Amount \$150,000; divide by 3, = required Match amount is \$50,000, total Project cost is \$200,000.

Eligible Match Sources

Matching sources may be in the form of money or equivalents, including:

- State funds (other than this program)
- Local funds
- Federal funds
- Gifts of real property
- Gifts of equipment, consumable supplies, and/or cash from businesses or the community
- Volunteer services/labor
- Force Account labor
- Free or reduced-cost use of lands, Facilities/Venues, or equipment
- Bequests and income from wills, estates, and trusts

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 Services/Labor as a Match Source

Volunteer services/labor is an eligible Match source. To determine the Match, the hours worked must be multiplied by the prevailing wage, plus benefits, for the type of service/labor that was performed.

The prevailing wage to be applied to volunteer service/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 easiest way is to use minimum wage for all volunteer work.

Applicants can also use the 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.

Match Waiver Requirements

An Applicant may request a waiver of the Match. The Applicant must submit the request for waiver in the form of a letter to the Department at the same time that he/she submits the Project Application. In the letter, the Applicant must describe the lack of financial resources to acquire or develop properties for Active Recreational Purposes.

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/Venues in accordance with the intent and provisions of the enabling legislation and/or program.

Note: Authority cited: Section 5095.5, Public Resources Code. Reference: Sections 5095.5, 5095.6, 509.629, and 5096.633, 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.

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.

Reimbursements

- This grant program requires a Match, which is 25% of the total Project cost. Therefore, the Grantee will only be reimbursed up to 75% of the Projects costs documented and submitted with each payment request.
- The Grantee may receive up to 80% of the total State Grant Amount prior to Project completion. The Department will reimburse the final 20% of the State Grant Amount upon Project completion.

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 non-construction 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 for a total of up to 80% of the State grant amount, or up to 80% of the amount of the construction contract award, whichever is less. The Grantee may request an advance after submitting evidence that the construction contract has been awarded and a Notice to Proceed has been issued or evidence that the Project is ready to proceed using Force Account labor.
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 80% of the amount of the construction contract award, whichever is less. The Grantee may request an advance after submitting evidence that the construction contract has been awarded and a Notice to Proceed has been issued or evidence that the Project is ready to proceed using Force Account labor.
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 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"> ● Payment Request Form
Up to 80% Advance	After the grant Contract has been fully executed, and CEQA is complete	<ul style="list-style-type: none"> ● Payment Request Form ● Evidence of signed construction contract and a Notice to Proceed ● Evidence that Project is ready to proceed utilizing Force Account labor

Payment Type	When to Submit It	Supporting Documentation to Send to Project Officer
Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> • Payment Request Form • Project Costs Summary Form • Labor Costs Summary Form (if applicable) • Equipment Costs (Rental) Summary Form (if applicable)
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion Packet

Payment Request Process – For Projects Involving Acquisition

All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.

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 pre-Acquisition 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 up to 80% of the State Grant Amount) upon submission of evidence that escrow is open, 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 upon submission of evidence that escrow is open, 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 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"> ● Payment Request Form
Up to 80% Advance	After the grant Contract has been fully executed and CEQA is complete	<ul style="list-style-type: none"> ● Evidence of open escrow ● Payment Request Form
Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> ● Payment Request Form ● Project Cost Summary Form ● Labor Cost Summary Form (if applicable)

Payment Type	When to Submit It	Supporting Documentation to Send to Project Officer
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion Packet • Recorded Grant Deed • Final Title document • Relocation Plan, where occupants were provided eligibility for relocation assistance, if applicable.

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 State Grant Amount.
- A Grantee may use grant funds not to exceed 20% of the State Grant Amount to pay for any portion of the cost of cleaning up, removing, or remediating any toxic materials or hazardous substances.
- See the following “Eligible Costs Chart” for more information.

Eligible Costs Chart

COSTS	EXPLANATION	EXAMPLES
Non-Construction Costs		
Cannot exceed 25% of the total requested State Grant Amount	<ul style="list-style-type: none"> Costs including Project planning (excluding grant writing costs), appraisals, negotiations, and Fidelity Bonds (for Community-based Organizations only). 	<ul style="list-style-type: none"> CEQA compliance Plans and specifications Permits
Construction Costs		
Cannot exceed 20% of the total requested State Grant Amount	<ul style="list-style-type: none"> Clean-up, removal or remediation of any toxic materials or hazardous substances. 	<ul style="list-style-type: none"> Soil decontamination Biowaste removal
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project. Must not exceed Grantee's established rates for similar positions. 	<ul style="list-style-type: none"> Wages and benefits Work performed by another department
Construction and Construction Management	<ul style="list-style-type: none"> All necessary construction activities. 	<ul style="list-style-type: none"> Facility/Venue Development Inspection & construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes. The Grantee may use the Calif. Dept. of Transportation's equipment rental rates as a guide. The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage. The equipment use charges must be made in accordance with the Grantee's normal accounting practices. The Grantee must describe work performed, the hours used, and related use to Project. 	<ul style="list-style-type: none"> Rental equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project Facility/Venue. 	<ul style="list-style-type: none"> Play equipment Fixed benches Signs/interpretive aids
Construction Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or drawn from central stock if claimed costs are no higher than those the Grantee would pay. The Grantee may only claim those costs directly related to the Project. 	Materials & Supplies: <ul style="list-style-type: none"> Concrete Lumber
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business. The Grantee shall comply with State Relocation Act 	<ul style="list-style-type: none"> Relocation costs
Acquisition Costs	<ul style="list-style-type: none"> Costs of acquiring real property. 	<ul style="list-style-type: none"> Purchase price Title/escrow fees
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs. 	<ul style="list-style-type: none"> Communications expenses Insurance

Note: Authority cited: Section 5095.5, Public Resources Code. Reference: Sections 5095.5, 5095.6, and 5096.629, 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
State Urban Parks and Healthy Communities Program**

(Each Project must have its own Application.)

PROJECT NAME

Amount of Grant Request \$ _____

Grant Applicant (Agency, address, and zip code)

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 <i>(typed or printed)</i> and Title	Email address	Phone
--	---------------	-------

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

Name <i>(typed or printed)</i> 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 _____ Date _____
 Grant applicant's Authorized Representative as shown in Resolution

DPR 632 (6/03)

APPENDIX B – Sample Resolution

RESOLUTION

**2002 RESOURCES BOND ACT
STATE URBAN PARKS AND HEALTHY COMMUNITIES PROGRAM**

Resolution No: _____

RESOLUTION OF THE

(Title of Governing Body)

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
STATE URBAN PARKS AND HEALTHY COMMUNITIES 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 State Urban Parks and Healthy Communities 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 State Urban Parks and Healthy Communities 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 required 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
STATE URBAN PARKS AND HEALTHY COMMUNITIES PROGRAM**

The Applicant, _____, shall provide to the Department a list of proposed sources of all Match funds at the same time the Applicant submits the Project Application. The certification of the source and amount of the private funds shall be made by the Applicant at least 30 days prior to actual release of state funds, pursuant to Public Resources Code Section 5627(e).

Project Name _____

(Please Round All Figures to the Nearest Dollar)

Total State Grant Amount Requested \$ _____

Sources of Additional Funds
(Total required Match must equal 1/3 of requested State Grant Amount)

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL	\$ _____

Printed or Typed Name of Authorized Representative	Date

Signature of Authorized Representative	Date

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

SAMPLE ACQUISITION SCHEDULE
 (To be submitted with the Application)

Assessor's 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
					Subtotal	\$
					Administration of relocation program	\$
					Grand Total	\$
	Total Acreage					

APPENDIX F – Sample Grant Contract

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

GRANT CONTRACT
2002 Resources Bond Act
State Urban Parks and Healthy Communities 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 State Urban Parks and Healthy Communities Program to fund the Project up to the total State Grant Amount indicated.

PROJECT DESCRIPTION:

Total State grant amount not to exceed \$ _____

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

_____ Grantee

By _____
 (Typed or Printed Name of Authorized Representative)

 (Signature of Authorized Representative)

Title _____

Date _____

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____

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 "Acquisition and Development" means a Project that combines Acquisition of real property with Development.
5. The term "Department" means the California Department of Parks and Recreation.
6. The term "Development" means capital improvements to real property by construction using Bond Act funds.
7. 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.
8. 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/Venues 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. Every Grantee for a Grant pursuant to this chapter and the entity that will operate and maintain the property, if that entity is different than the Grantee, shall agree to comply with all of the following requirements: (1) To operate and maintain the property developed pursuant to the State Urban Parks and Healthy Communities Act so that it is usable by residents of the Project's service area. With the approval of the department, the Grant recipient, or its successor in interest in the property, may transfer its property interest and the responsibility to operate and maintain the property, in accordance with the terms of the Grant and any applicable law, to a public agency or nonprofit organization that is able to operate and maintain the property in perpetuity. Any attempt to make a transfer in violation of this subdivision is void. (2) To use the property only for the purposes for which the Grant was made and to make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. If the use of the property is changed to a use that is not permitted by the terms of the Grant, or if the property is sold or otherwise disposed of, the Grant recipient shall reimburse the state an amount equal to the amount of the Grant, the fair market value of the land and any improvements constructed with the Grant, or the proceeds from the sale or other disposition, whichever amount is greatest. If the property that is sold or otherwise disposed of is less than the entire interest in the property funded with the Grant, the Grant recipient shall reimburse the state 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 amount is greater. In lieu of seeking reimbursement pursuant to (2), the Department may impose restrictions on the use of public park property identical to the requirements for the preservation of public parks set forth in the Public Park Preservation Act of 1971 (Chapter 2.5 (commencing with Section 5400)) with respect to any property used, sold, or otherwise disposed of in a manner not permitted by the terms of the Grant.
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/Venues 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/Venues 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/Venues

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/Venue developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All Facilities/Venues 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 Request 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

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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DPR 212 (Rev.5/01)

PAYMENT REQUEST FORM INSTRUCTIONS

- Type all entries
- Round off all amounts to the nearest dollar
- See Procedural Guide, page 31, 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:
 - Advance** – When an advance is needed, and after the grant contract has been fully executed;
 - Reimbursement** – When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or
 - Final** – 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. Typed or printed name of person authorized in resolution
9. Signature of person authorized in resolution

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 52)
 - Project Certification Form (see page 56)
 - Project Costs Summary Form (see page 57)
 - Labor Costs Summary Form (if applicable. See page 58)
 - Equipment Cost Summary Form (if applicable. See page 59)
1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents. Make copies of the forms as needed.
 2. 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.
 3. 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

ADDRESS: _____

PHONE: (____) _____

EMAIL: _____

PROJECT DESCRIPTION – List Facilities/Venues 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 and that the Project 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 _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
---------------------------------	-------------	------------------	----------------	---------------

Total Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
---------------------------------	---------------------------------	--------------------------	----------------	---------------

Subtotal \$ _____

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

EQUIPMENT (RENTAL) COSTS SUMMARY FORM

Project Number _____

<u>Type of Equipment</u>	<u>Dates Work Performed</u>	<u>Amount</u>
---------------------------------	------------------------------------	----------------------

Subtotal \$ _____

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