Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT PROGRAM

NOVEMBER 2020

State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Email Application and correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

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Admin. Project Officers email addresses at www.parks.ca.gov/grants/contacts

Website: http://www.parks.ca.gov/grants

2019-2020 California State Budget, Chapter 23
Budget Item 3790-101-6088(1) 2(a) - $37,000,000 shall be available for Revenue Enhancement of the Local or Regional Park Infrastructure Program, consistent with Section 80066 of the Public Resources Code.

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.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

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 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, nonprofit organizations, local governments, legislative members, and department employees.

TABLE OF CONTENTS

RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT **4**

PROGRAM DESCRIPTION **4**

Eligible Recipients (PRC §80066) **4**
Eligible Projects **5**

GRANT PROCESS OVERVIEW **5**

Authorizing Resolution **6**

APPLICATION PACKET **9**

Application Packet Checklist **10**

RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT PROGRAM PROJECT APPLICATION FORM **11**

Acquisition Projects **12**
Eligible Acquisition Costs **13**
Development Projects **14**
Project Grant Scope/Cost Estimate Form **17**
Funding Sources Form **18**
CEQA Compliance Certification **19**
Sub-leases or Agreements **22**
Greenhouse Gas Emissions Reduction and Carbon Sequestration. **22**

SPECIAL REQUIREMENTS **24**

Status Report **24**
Bond Act Sign **26**

GRANT PAYMENT SECTION **31**

Payment Request Form **33**
Grant Expenditure Form **34**
Project Completion Packet **35**
Contract **40**

ACCOUNTING AND AUDITS **48**

Accounting Requirements **48**
Audit Checklist **49**

REFERENCES **50**

Public Resources Code relating to the RIRE Grant Program **50**
Allocation Tables **51**

DEFINITIONS **51**

Words and terms shown in SMALL CAPS are found in the definitions section.

Recreational Infrastructure Revenue Enhancement Grant Program Description

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(1) 2(a). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 50). OGALS retains the right to waive requirements not mandated by statute. Funds are provided by the program as described below:

Recreational Infrastructure Revenue Enhancement Program (RIRE): $37,000,000
Funds are available for a local agency that has obtained voter approval between November 1, 2012, through November 30, 2018 for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure to be awarded proportionally based on the population of the voting area. Where the local agency has had qualifying measures approved by more than one voting area, the award will be based on the combined populations of the voting areas that approved qualifying measures. For purposes of determining funds to be awarded, a person can only be counted once, regardless of the number of qualifying measures approved by the local agency.

Public Resources Code §80066. *The sum of forty million dollars shall be available to the department, upon appropriation by the Legislature, for grants, awarded proportionally based on populations served, to local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park infrastructure. A recipient of a grant under this section shall receive at least two hundred fifty thousand dollars ($250,000) for the purposes of the revenue enhancement measure.*

Eligible Recipients (PRC §80066)
Local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park and recreational infrastructure.

- “Revenue Enhancement Measure” means the measure identifies a new tax or fee that will fund the measure, or extends an existing tax or fee otherwise scheduled to expire.
- “Aimed at” means that the measure must identify activities related to parks, and park-related lands and infrastructure, as its sole purpose, rather than providing funding for a range of park and non-park-related activities.
- “Improving or enhancing local or regional park infrastructure” means that the measure authorizes the use of funds for capital outlay, as distinguished from operation and maintenance, and will make local or regional park infrastructure more valuable in quality, desirability and attractiveness for users.

Allocations
Allocations will be determined on a per person basis, with a minimum allocation of $250,000.

Eligible local agencies for RIRE at www.parks.ca.gov/RIRE

Eligible Projects

- PROJECTS must be for park and recreational infrastructure purposes, either acquisition or DEVELOPMENT, for the purposes described in the revenue enhancement measure. Do not submit combined acquisition and DEVELOPMENT PROJECTS.
- Multiple PROJECTS may be completed under one contract; each project requires a separate application packet.
- A project can only have one location. One project that serves several parks is not permitted.
- Projects must be located within a voting area that passed the qualifying revenue enhancement measure.

Grant Process Overview

GRANT PERFORMANCE PERIOD is shown on the contract. Visit the RIRE webpage at www.parks.ca.gov/RIRE for deadlines and current information on each step in the process listed below:

1. OGALS will send the RIRE Eligibility Solicitation to local agencies.
2. Local agencies have until February 21, 2020 to provide the requested information.
3. OGALS will review the submittals, and inform applicants if they are, or are not eligible.
4. OGALS will publish a final version of the Procedural Guide, containing the allocations for applicants that meet the requirements of the program.
5. OGALS Mandatory Grant Administration Overview with a Project Officer will occur statewide. All recipients are required to complete.
6. Resolution: submit no later than **December 31, 2021**: GRANTEE passes one resolution approving the filing of *all* applications associated with the CONTRACT, and forwards a copy to OGALS.
7. APPLICATION PACKET(s): submit no later than **December 31, 2021**: The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
8. CONTRACT: sign and submit no later than **March 31, 2022**: OGALS will forward a CONTRACT to the GRANTEE once a PROJECT APPLICATION PACKET(S) totaling the grantee's RIRE allocation amount has been approved.

a. The Contract Section, beginning on page 40, includes a sample CONTRACT.

b. The GRANTEE must return the CONTRACT or amendment(s) signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than **March 31, 2022**.

c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.

9. **Payments and end of GRANT PERFORMANCE PERIOD**: GRANTEE requests payments for eligible costs. The Grant Payments Section, beginning on page 31, provides payment request instructions and forms.

   a. The GRANTEE may request payments after each PROJECT is approved by OGALS.

   b. The GRANTEE completes PROJECT SCOPE(s) no later than **December 31, 2023**.

   c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than **March 31, 2024**.

   d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.

10. **Accounting and Audits**: DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audits Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the CONTRACT, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the CONTRACT; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the CONTRACT.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the CONTRACT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 5 and 6 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution. The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 8 of the resolution, or the AUTHORIZED REPRESENTATIVE may delegate signatory authority with a letter (on letterhead) or email to OGALS.

Resolution Form

Resolution No:

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Recreational Infrastructure Revenue Enhancement Grant Program, setting up necessary procedures governing application(s); and

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

WHEREAS, the grantee will enter into contracts with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Recreational Infrastructure Revenue Enhancement Grant Program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Recreational Infrastructure Revenue Enhancement funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
5. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the (city/county/district) will consider a range of actions that include, but are not limited to, the following:

   (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

   (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

   (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

6. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and

7. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

8. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

9. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the day of ,20

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

Ayes:
Noes:
Absent:

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following Application Packet Checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- If submitting hard copies, number all pages of the APPLICATION PACKET.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, and label each item as named on the Application Checklist.

Any costs incurred prior to finalizing the CONTRACT are at the GRANTEE'S own risk.

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

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist Digital file name: checklist.pdf	Pg. 10		Pg
☐		Application Digital file name: application.pdf	Pg. 11	☐	Pg
☐	☐	Project Scope/Cost Estimate Form, *or* Digital file name: devscope.pdf	Pg. 17	☐	Pg
☐	☐	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 12	☐	Pg
☐		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 18	☐	Pg
☐	☐	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 19	☐	Pg
☐	☐	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 20		Pg
☐	☐	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 22		Pg
☐	☐	Site Plan Digital file name: siteplan.pdf	Pg. 22		Pg
☐		Photos Digital file name: photos.pdf	Pg. 21		Pg

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

Recreational Infrastructure Revenue Enhancement Grant Program Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT $
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	LAND TENURE (☑ all that apply) ☐ Owned in fee simple by GRANTEE ☐ Available (or will be available) under a ( ) year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition☐ Development☐		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Print Name: Title:		Date

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete.
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).[1]
6. GRANTEE must provide Title Insurance.

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of (Name of Park) park by (date) no later than three years from the date final payment is issued by the SCO."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing each parcel number and each parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements
7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement ACQUISITIONS, in addition to the requirements above, provide:

---

[1] Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on XX/XX/20XX"

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see page 48 for more information
- GRANT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the grant performance period
- Development costs

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
4. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
5. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- Financing
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- Financing
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction outside the boundaries of the park or recreation facility
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to continue the expected useful life of a structure

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or in regards to existing structures, activities intended to boost the condition beyond its original or current state
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to continue the expected useful life of a structure

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual hours worked on the grant-funded PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's actual hours worked on the PROJECT are not acceptable.
- If planning to claim in-house employee services costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that all regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

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DEPARTMENT OF PARKS AND RECREATION

Project Grant Scope/Cost Estimate Form

Project Name:
Development PROJECT scope (Describe the PROJECT in 30 words or less):
Project Scope Items - ☑ **all that apply:**

Install new	Renovate existing	Replace existing	Recreation Element
☐	☐	☐	Pool, aquatic center, splash pad
☐	☐	☐	Trails or walking paths
☐	☐	☐	Landscaping or irrigation
☐	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☐	☐	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☐	☐	☐	Restroom, concession stand
☐	☐	☐	Other:
☐	☐	☐	Other:
☐	☐	☐	Minor elements which support one or more of the recreation elements checked above benches, lighting, parking, signage, etc.

Total estimated cost for construction	$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	$
Total cost	$
Total PROJECT amount requested	$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.
AUTHORIZED REPRESENTATIVE signature Date
Print Name and Title

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

Funding Sources Form

GRANTEE: PROJECT Name:

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is $100,000 towards construction of a $500,000 park, the SCOPE can be the $500,000 park, or a $100,000 element of the park, such as a playground, that can be complete and open to the public.

☐ The PROJECT will be entirely funded by the GRANT, *or*
☐ The PROJECT requires funds in excess of the GRANT:
  ☐ The SCOPE is the same as the scope of the larger project, *or*
  ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: $ Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	**Date Committed**	**Amount**
RIRE/State of California	July 1, 2019	$
		$
		$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

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

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

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

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ( )	Email:

Certification:

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

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

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
☐NOE ☐NOD		

Land Tenure
The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the CONTRACT.

- PROJECT amounts up to $100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than $100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on first day of PERFORMANCE PERIOD.
- The GRANTEE remains responsible for fulfillment of the terms of the CONTRACT, even if the GRANTEE'S land tenure agreement changes within the CONTRACT PERFORMANCE PERIOD.

Land Tenure Ownership Documentation
If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation
If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 21*)*
- Signed land tenure agreement

If the GRANTEE does not own the PROJECT site in fee simple, and the existing land tenure agreement does not meet the requirements shown in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 21*)*
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist
If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Agreement Checklist

GRANTEE: PROJECT Name:

☑	Page	Required Item
☐		**Type of agreement:** For example: lease, joint powers agreement, easement, memorandum of understanding, etc.
☐		**Parties to the agreement** (landowner must be public agency or utility):
☐		Party 1
☐		Party 2
☐		Party 3
☐		**Term of agreement:** years
☐		**Agreement end date:** • GRANT amounts up to $100,000 require at least 20 years of land tenure. • GRANT amounts above $100,000 require at least 30 years of land tenure. • The land tenure requirement begins on first day of PERFORMANCE PERIOD.
☐		**Renewal option:** Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20- or 30-year term.
☐		**Termination clause:** Any of the following is acceptable: • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the landowner to revoke the agreement without cause, i.e., at will.
☐		**Site Control, Roles and Responsibilities** should the GRANT be awarded, the agreement: • Authorizes the GRANTEE to *proceed with the construction* PROJECT. The GRANTEE may delegate construction to other entities. • Establishes *when the general public can use* the PROJECT and gives GRANTEE *permission to operate* the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the CONTRACT provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will *maintain* the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the CONTRACT provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

Site Plan
Provide a drawing showing where all the items listed in the Development Project Scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the SCOPE, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements
Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos
Provide photos that will establish a "before" comparison of the PROJECT site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.[2]
If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following information about your PROJECT:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the i-Tree website at https://planting.itreetools.org/ and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters[3]:
   - "Electricity emissions factor" enter 285 and select kilograms
   - "Fuel emissions factor" enter 53.1 and select kilograms
   - "Years for the project" is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
   - "Tree mortality" enter 0
4. Tree Planting Configurations
   - Enter the tree groups for the project; create a new group for each new species or for each new location.

[2] PRC §80001(b)(7)
[3] Project parameters are from the California Air Resources Board's "Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program."

- Species – select the species; add multiple species by creating new groups.
- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it with your APPLICATION.

Special Requirements

- Status Reports (page 25)
- Bond Act Sign (page 26)
- Deed Restriction (page 27)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due [xx/xx/20xx] (30 days from mail date)

Grantee:
Project Number:
Project Name:
Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request? For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the PROJECT: On Time? Yes/No Within Budget? Yes/No Within Scope? Yes/No If no, explain:

Describe grant-funded work completed since last status report submitted on [DATE]:

Provide photos showing work completed since [DATE]

Describe grant-funded work expected to be completed by [MailDate + 6 mos]:

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	Between XXXX and XXXX	After XXXX
$	$	$	$	$	$	$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

Bond Act Sign
A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements
The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language
All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo
All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. Download the logo at http://resources.ca.gov/grants/logo-art/. Each edge of the logo must be a minimum of 24″ x 24″. Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction
All materials used shall be durable and resistant to the elements and graffiti. The California Department of Transportation and DPR standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost
The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs
For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval
GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction
The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions
Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*

2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
   Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
   Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.
   - Unsigned and undated Deed Restriction
   - Exhibit A (Legal Description of Property)
   - Exhibit B (Grant CONTRACT)

   The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure Revenue Enhancement Grant Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Recreational Infrastructure Revenue Enhancement Grant Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from July 1, 2019 to June 30, 2039 (20 years) or June 30, 2049 (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature	Date
Print/type name and title of above	
Business Name (if property is owned by a business):	
Additional signature, if required	Date
Print/Type Name & Title of Above	

Grant Payment Section

Payments may be requested after a PROJECT is approved and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Requirements

1. A Grant Expenditure Form (see page 34) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the GRANT amount.
3. Payments before the final payment may not exceed 80% of the GRANT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement payment requests greater than $10,000 are encouraged.
6. CEQA must be complete prior to requesting any construction reimbursement.
7. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, *and* with every subsequent payment request where IN-HOUSE EMPLOYEE SERVICES costs were incurred. The sample timesheet must represent how employee staff time was tracked during the period of the requested reimbursement.
8. Provide a summary list of bidders; the recommendation by reviewer of bidders; record of award by governing body; and, contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
9. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 26), with all construction payment requests.
10. OGALS may withhold payment if the GRANTEE has outstanding issues, including:
    - breach of any other contract with OGALS
    - an unresolved audit exception
    - an outstanding conversion
    - grant-funded park sites closed or inadequately maintained
    - overdue Status Reports
    - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require a Payment Request Form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- Include a Grant Expenditure Form (see page 34) – also required with all reimbursement and final payment requests
- Complete the Payment Request Form as follows:
  1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved
  2. Contract Number - As shown in Certification of Funding section of the CONTRACT
  3. APPLICANT - GRANTEE name as shown on the CONTRACT
  4. PROJECT Title - Name of the PROJECT as shown in the Application
  5. Type of Payment – check appropriate box on form
  6. Payment Information – round to the nearest dollar
  7. Send Warrant To - Agency name, address and contact person
  8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
	___ ___ ___ ___ ___ ___ ___ ___
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT ☐ Advance ☐ Reimbursement ☐ Final	

6. PAYMENT INFORMATION
(Round all figures to the nearest dollar)

a. Grant Project Amount	$
b. Funds Received To Date	$
c. Available *(a. minus b.)*	$ 0.00
d. Amount Of This Request	$
e. Remaining Funds After This Payment *(c. minus d.)*	$

7. SEND WARRANT TO:

AGENCY NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
▶		

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
▶	

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form
All payment requests require a summary of costs incurred. Find an electronic version of the Grant Expenditure Form at www.parks.ca.gov/grants. Grantees may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS upon request.

Only provide the following information to OGALS:

PROJECT Name and Number:

Warrant/Check (1)	Date (2)	Recipient (3)	Purpose/ Scope (4)	Pre-Construction Amount (5)	Construction Amount (6)
PRE-CONSTRUCTION Subtotal (5)				$	
Construction Subtotal (6)				$	
Grand Total (5) + (6)					$

INSTRUCTIONS
List only eligible costs charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT amount.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT amount.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, 2024.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 35).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

For development PROJECTS, the GRANTEE must submit these additional documents:

1. Payment Request Form (page 33)
2. Grant Expenditure Form (page 34)
3. Final Funding Sources Form (page 18)
4. Project Completion Certification Form (page 36)
5. Photo of the bond act sign and location (page 26)
6. Greenhouse Gas Emissions Reduction and Carbon Sequestration, if applicable (page 22)
7. Recorded Deed Restriction, if not already provided (page 27)
8. Completed CEQA, if not already provided (page 19)
9. Notice of Completion (optional)[4]
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 49)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. Copy of the recorded deed to the property
2. Map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report
5. Copy of Recorded Deed Restriction

[4] OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

Project Completion Certification Form

Grantee: **Project Number:**

Grantee contact for audit purposes

Name:

Address:

Phone: (_____) Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: **$**

Interest spent on eligible costs: **$**

Was a Notice of Completion filed with the County Recorder or other appropriate entity? (Yes or **No**)__

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.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

Advance Payments

- OGALS reserves the right to decline ADVANCE payment requests.
    - Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds *must* be placed in an interested bearing account and *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the GRANT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred within the next six months	Pre-construction estimate shown on Development Project Scope/Cost Estimate Form	After the CONTRACT has been encumbered	• Payment Request Form • ADVANCE justification (see below) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred within the next six months	No more than 50% of the GRANT amount.	After the CONTRACT has been encumbered, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see below) • Bid documents (page 31) Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page 19) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the GRANT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the ADVANCED funds into a separate, interest bearing account, and spend any interest earned on the GRANT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared within six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a Grant Expenditure Form (see page 34) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 26) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance. Therefore, any interest earned on ADVANCES must be shown to have been used towards eligible costs and submitted on a Grant Expenditure Form

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared with a Grant Expenditure Form documenting ADVANCED funds already spent.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT amount	After the CONTRACT is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow.

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE.
   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
   b) Copy of the property appraisal and written concurrence (page 12).
   c) GRANT CONTRACT number and amount of GRANT funds requested.
   d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the CONTRACT provisions."
   e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 33).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition (s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest.*

Contract

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

Sample Grant Contract
Recreational Infrastructure Revenue Enhancement Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

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

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

Total State grant amount not to exceed $ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

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

SAMPLE

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $[GRANT amount], subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT"). These funds shall be used for completion of the GRANT and PROJECT SCOPE(S).

The Grant Performance Period is from July 1, 2019 to June 30, 2024.
The CONTRACT Performance Period is from July 1, 2019 to June 30, 2049.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in Section I of this CONTRACT.
2. The term "APPLICATION" means the individual PROJECT APPLICATION packet for a PROJECT pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure Revenue Enhancement Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the GRANT.
8. The term "PROJECT" means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

SAMPLE

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 not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT PROJECTS, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.

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

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended. Interest earned on the advanced 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 and any interest earned shall be returned to the STATE within 60 days after PROJECT COMPLETION or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

SAMPLE

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

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any GRANT MONIES that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the PROJECT. The commencement of the PROJECT means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After PROJECT commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with the STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such cases, the STATE may reimburse the GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

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

G. Hold Harmless

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

SAMPLE

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the PROJECT GRANT SCOPE 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 five years following PROJECT termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following PROJECT termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

SAMPLE

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the PROJECT property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the PROJECT property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this PROJECT GRANT CONTRACT or under provisions of the enabling legislation and/or grant program.

SAMPLE

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the GRANT PROJECT.

M. Assignability

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

N. Use of Grant Monies

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

N. Section Headings

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

SAMPLE

O. Waiver

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

SAMPLE

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual (hours worked) time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

GRANTS are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Awarding by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
  - ☐ Did the owner accompany the appraiser?
  - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced
  Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

References

Public Resources Code relating to the RIRE Grant Program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

(3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

(5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.

(7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.

(8) To the extent practicable, as identified in the "Presidential Memorandum-Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3. Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

80066.
The sum of forty million dollars ($40,000,000) shall be available to the department, upon appropriation by the Legislature, for grants, awarded proportionally based on populations served, to local agencies that have obtained voter approval between November 1, 2012, through November 30, 2018, inclusive, for revenue enhancement measures aimed at improving and enhancing local or regional park infrastructure. A recipient of a grant under this section shall receive at least two hundred fifty thousand dollars ($250,000) for the purposes of the revenue enhancement measure.

Allocation Tables

Access the RIRE Allocation Tables at www.parks.ca.gov/RIRE.

Definitions

Words and terms used in SMALL CAPS in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and directions beginning on page 9.

AUTHORIZED REPRESENTATIVE – the GRANTEE'S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES 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 GRANTEE'S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – the agreement between DPR and the grantee specifying the performance of the grant / project scope within the grant performance period, and other grant obligations between the grantee and DPR.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the CONTRACT agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed CONTRACT with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed CONTRACT.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE'S employees working on the GRANT SCOPE.

OGALS – DPR's Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 35 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with applicants and GRANTEES, administers GRANT funds, and facilitates compliance with the Procedural Guide and **CONTRACT.**

SCOPE – the acquisition, recreation features and major support amenities, described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.