

Procedural Guide
for the

Habitat Conservation Fund Program

Under the California Wildlife Protection Act of 1990
(Proposition 117 Initiative)

DRAFT
January 10, 2007



**State of California
The Resources Agency
Department of Parks and Recreation**

"Creating Community through People, Parks, and Programs"

**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.

Habitat Conservation Fund (HCF) Grant Administration

The HCF is a local assistance program of the State of California, the Department of Parks and Recreation (DPR). Within the DPR, the Office of Grants and Local Services is authorized to administer the program.

Send Applications and correspondence to:

(Physical Address)

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

Phone: (916) 653-7423

Website: www.parks.ca.gov

Click on "Grants & Bond Acts" and
follow the links to the Habitat Conservation Program.

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I. Habitat Conservation Fund Program (HCF) DESCRIPTION

EXECUTIVE SUMMARY

Purpose and Funding

The Habitat Conservation Fund (HCF) Program allocates approximately \$2 million per year to the California Department of Parks and Recreation to provide grants to local entities to protect fish, Wildlife, and native plant resources, to acquire or develop wildlife corridors and trails, and to provide for nature interpretation programs and other programs which bring urban residents into park and wildlife areas. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, defines the program and authorizes grant funding to local agencies. Fish and Game Code Section 2799.5 requires that "Reasonable public access to lands...be provided except where access may interfere with habitat protection." It is expected that the Applicant will make an effort to provide such access, unless the Applicant can demonstrate that such access may interfere with habitat protection. Access may include signage or interpretive panels on the edge of the site where direct access may interfere with habitat protection.

Project and Applicant Eligibility

See page (14) for project eligibility and page (11) for applicant eligibility descriptions.

Maximum and Minimum Grant Request Amounts

It is recommended that grant requests generally do not exceed \$200,000. However, there are no maximum or minimum Grant amounts. The Department will make an effort to provide equitable geographic distribution of Funds provided that sufficient well qualified proposals exist.

Eligible Categories for Application

There are seven categories of eligible projects. All categories are eligible for funding each funding cycle (yearly). All projects compete against each other for the total funds available. All project applications have a potential maximum score of 100.

Required Match

There is a required non-state Match of 50%.

Application Filing Deadline

There is an open filing period which closes on the first work day of October each year.

Project Performance Period

The project performance period for each project is 5 years starting on July 1 of the fiscal year following the application. For example, projects applied for in October of 2007 and selected for funding, start on July 1, 2008 and expire on June 30, 2013.

Definitions

Capitalized and italicized words and terms, other than the first word of each sentence, appear in the body of these guidelines (excluding the Executive Summary, sample Resolution, Contract, Contract Provisions, and forms). These words are defined in the Definition Section below. Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

ACQUISITION – to obtain fee title of real property, or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the *PROJECT*. Leases or rentals do not constitute *ACQUISITION*.

ADVANCE – payment made to the *GRANTEE* prior to the *GRANTEE* paying for the activities for which the payment is made.

ANADROMOUS – fish which spend most of their adult lives in salt water, and migrate to freshwater rivers and lakes to reproduce. Includes salmon and steelhead trout.

APPLICANT – eligible entities as defined by the Habitat Conservation Fund Program.

APPLICATION – the individual *APPLICATION* form and its required attachments for *GRANTS* pursuant to the Habitat Conservation Fund Program.

APPROPRIATION – a Legislative funding authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

AUTHORIZED REPRESENTATIVE – the designated position authorized in the Resolution to sign all required Grant documents including, but not limited to the *GRANT CONTRACT*, the *APPLICATION* form, *CEQA* Certification Form, payment requests, and *GRANT COMPLETION PACKET* forms. The *AUTHORIZED REPRESENTATIVE* may designate an alternate by informing *OGALS* in writing.

CALIFORNIA CONSERVATION CORPS (C.C.C.) – A State program (Public Resources Code Section 14000) that hires 18-25 year-olds to assist various agencies in environmental natural resource *PROJECTS* while also providing participants with on-the-job training and educational opportunities.

CANOPY – The branches and leaves of a plant.

CAPITAL IMPROVEMENT – *PROJECTS* that utilize *GRANT* funds and required *MATCH* for *ACQUISITION* or development of land and/or facilities to improve the property's public usage and access for park and recreation purposes.

CERTIFIED CONSERVATION CORPS – nonprofit organizations that are certified by the CCC pursuant to Public Resources Code Sections 14000-14406 as entities that provide environmental natural resource *PROJECTS* while also providing participants (not less than 16 years old) with educational opportunities.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. *CEQA* is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and *HISTORICAL RESOURCES* that may occur as a result of the agency’s proposed *PROJECT*. For more information refer to <http://ceres.ca.gov/ceqa/>.

COMPETITIVE – a process whereby *PROJECTS* are ranked and selected based upon program specific criteria.

CONTRACT – an agreement between the Department and the *GRANTEE* specifying the payment of funds by the Department for the performance of the *GRANT* Scope within the *CONTRACT PERFORMANCE PERIOD* by the *GRANTEE*.

CONTRACT PERFORMANCE PERIOD – the period of time that the *GRANT SCOPE ELIGIBLE COSTS* may be incurred, and the work described in the *GRANT SCOPE* must be completed, billed and paid by the state.

DEVELOPMENT (*TRAILS* category only) – including, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.

DFG – California Department of Fish and Game.

DIRECTOR – the Director of the California Department of Parks and Recreation.

DISTRICT – any regional park or open-space district formed pursuant to Article 3 (commencing with Public Resources Code Section 5500) of Chapter 3 of Division 5 and any recreation and park district formed pursuant to Chapter 4 (commencing with Public Resources Code Section 5780) of Division 5. With respect to any community or unincorporated region (which is not included within a regional park or open-space district or a recreation and park district, and in which no city or county provides parks or recreational areas or facilities), “*DISTRICT*” also means any other district which is 1) authorized by statute to operate and manage parks or recreational areas or facilities, 2) employs a full-time park and recreation director, 3) offers year-round park and recreation services on lands and facilities owned by the district, and 4) allocates a substantial portion of its annual operating budget to parks or recreation areas or facilities.

DPR – the California Department of Parks and Recreation. Also referred to in this guide as Department.

ELIGIBLE COSTS – allowable expenses incurred by the *GRANTEE* during the *CONTRACT PERFORMANCE PERIOD* of an approved *CONTRACT*.

ENHANCEMENT – to increase the *HABITAT* value of the land to benefit the target species.

FORCE ACCOUNT LABOR – a *GRANTEE’S* own labor force and/or equipment.

FUND – the *HABITAT* Conservation Fund created by Section 2786 of the Fish and Game Code.

GRANT – funds made available to a *GRANTEE* for *ELIGIBLE COSTS* during a *CONTRACT PERFORMANCE PERIOD*.

GRANTEE – an entity that has a *CONTRACT* for *GRANT* funds.

GRANT COMPLETION PACKET – the collection of the completed *PROJECT* Certification Form, *GRANT* Expenditure Form, the *FORCE ACCOUNT LABOR* Cost Summary Form, Equipment Cost Summary Form, and Payment Request Form which demonstrate that the work described in the *GRANT SCOPE* is done, and that the final payment is requested.

GRANT SCOPE – Description of the items of work to be completed with *HCF* Funds and the required *MATCH* amount, as described in the *APPLICATION* form and cost estimate.

HABITAT – Where a given plant or animal species meets its requirements for food, cover, and water in both space and time; may or may not coincide with a single vegetation type.

HCF – Habitat Conservation Fund Program.

HISTORICAL RESOURCE – Includes, but is not limited to, any building, structure, site, area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

INDIRECT COSTS – Charges billed as a percentage of *PROJECT* costs. Such costs are not eligible as *MATCH* or for reimbursement.

IN-KIND – Donations that are utilized on the *PROJECT*, which may include local or private funds, materials and/or services. These donations shall be eligible only as *MATCH*.

LOCAL AGENCY – a city, county, City and County, or a *DISTRICT*.

MARSH – a tract of low, swamp land usually characterized by tules, cattails, bulrushes, or other hydrophytes, can be freshwater or saltwater. It is one type of wetland.

MATCH – contributions to the *PROJECT* which may be monetary from any source, including funds from other federal and non-state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, or equipment; and bequests and income from wills, estates, and trusts. Required *MATCH* is subject to the same *ELIGIBLE COSTS* requirements as the *GRANT* unless otherwise specified. *HCF GRANT* funds cannot be considered as *MATCH*.

NATIVE FISH – those fish indigenous to California prior to the arrival of Europeans.

NCCP/HCP – Natural Community Conservation Plan/*HABITAT* Conservation Plan.

NDDB – Natural Diversity Data Base. (<http://www.dfg.ca.gov/whdab/html/cnddb.html>)

OGALS – the Department's Office of *GRANTS* and Local Services.

OVERSTORY – *CANOPY* layer of the taller and most dominant plants.

POOLS – deep water holes within a stream or river which generally serve as holding and resting areas for *ANADROMOUS* fish.

PRELIMINARY ADVANCE – an *ADVANCE* of up to 10% of the *GRANT APPLICATION* Amount. To be used for preliminary activities which will depend on the *PROJECT* type, but might include things such as plans, appraisals, and design costs.

PROGRAM – an event, or series of events to be accomplished with *GRANT* funds, such as a nature interpretation program, other educational or enrichment program, (e.g., classes, trips, etc.), organized and conducted by the *GRANTEE*, and intended to bring urban residents into *WILDLIFE AREAS*.

PROGRAM AGREEMENT – a document developed between an *APPLICANT* or *GRANTEE* and a land owner signed by both parties, wherein the *APPLICANT* or *GRANTEE* and land owner, at a minimum, describe the expected participants in the *PROGRAM* activities, the specific *PROGRAM* activities to be implemented, approximate number of *PROGRAM* participants, and dates and location for the *PROGRAM*, or any other relevant information.

PROGRESS STATUS REPORT – a document issued by the Department that requires the *GRANTEE* to provide an update of *GRANT SCOPE* expenditures incurred and activities undertaken during the *CONTRACT PERFORMANCE PERIOD*.

PROJECT – the work or Program to be accomplished with *GRANT* funds and required *MATCH*. (See Eligible *PROJECTS* on page 14).

PROJECT OFFICER – an employee of the Department, who acts as a liaison with the *APPLICANTS* or *GRANTEES* and administers *GRANT* funds, ensures compliance with guidelines and the *GRANT CONTRACT*.

RESTORATION – the act of bringing either land or a species back into a former, non-impaired condition.

RETP—Rare, Endangered, Threatened, or Fully-Protected Species.

RIPARIAN – lands which contain *HABITAT* which grows close to and which depends upon soil moisture from a nearby freshwater source.

RIFFLES – Areas in a stream or river characterized by water flowing over cobbles or small rocks creating a slightly disturbed water surface. Can include gravel spawning beds.

RUNS – Areas in a stream or river characterized by deeper water flowing through a channel providing a travel space for the fish.

TOTAL PROJECT COST – the amount of the required *MATCH* combined with the *GRANT* request that is designated for the completion of a *PROJECT*.

TRAIL – a thoroughfare or track for pedestrian (including assistive mobility devices), skating or skateboarding, equestrian, skiing, or bicycling activities to access *WILDLIFE AREAS*.

UNDERSTORY – *CANOPY* layer of plants underneath the dominant plants.

WETLANDS – lands which include saltwater *MARSHES*, freshwater *MARSHES*, open or closed brackish water *MARSHES*, swamps, mudflats, fens and vernal *POOLS*.

WILDLIFE – indigenous flora and fauna.

WILDLIFE AREA – location where indigenous flora and fauna are predominant.

Applications

APPLICANTS may apply for more than one *PROJECT*. Each site shall be considered a *PROJECT*. Each *PROJECT* must have its own *APPLICATION* (*PROGRAM PROJECTS* may occur on more than one site).

Eligible Applicants

Cities, counties, cities and counties, or *DISTRICTS*.

Use of Grant Funded Properties

The *APPLICANT* shall operate and maintain the property acquired, enhanced, restored or developed with the funds in perpetuity.

The *APPLICANT* shall use the property acquired, enhanced, restored or developed with *GRANT* monies or the purposes for the California Wildlife Protection Act of 1990 and only for the purposes for which the funds were requested and no other use, sale, or other disposition or conversion of the property shall be permitted except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.

The property acquired, enhanced, restored or developed may be transferred to another public agency if the successor agency assumes the obligations imposed and with the concurrence of the Department.

Land Tenure Requirements

Enhancement, Restoration, or Development Projects

APPLICANTS or *GRANTEES* must certify to the Department that they have adequate tenure to, and site control of, properties to be improved. Adequate land tenure includes, but is not limited to, ownership, lease, easement, or similar agreement where the *APPLICANT* or *GRANTEE* has adequate site control. Adequate site control is defined below.

If the *APPLICANT* or *GRANTEE* owns the land in fee simple, the *APPLICANT* or *GRANTEE* will include the Grant Deed(s) recordation number(s) on the *APPLICATION* form or on a separate sheet attached to the *APPLICATION* form. Recordation numbers are found on the Grant Deed, or may be obtained through the applicable county recorder's office.

If the *APPLICANT* or *GRANTEE* does not own the land in fee simple, a land tenure document (agreement) between the landlord and the *APPLICANT* or *GRANTEE* is necessary. The agreement must, at a minimum, include the following items:

- Name of the agreement.
 - The agreement may be identified as a lease, Joint Powers of Agreement, Memorandum of Understanding, or any other term.

- Term of the agreement
 - The term of the agreement begins on the *APPLICATION* due date, or when the final agreement is executed, whichever is more recent.
 - All *GRANTS* up to and including \$100,000 require at least 10 years of land tenure.
 - All *GRANTS* greater than \$100,000 require at least 20 years of land tenure.
- Renewability
 - An agreement must include a provision for renewal (renewal clause)
- Termination (revocability)
 - An agreement must be either mutually revocable or revocable because the tenant (*APPLICANT* or *GRANTEE*) has breached the contract provisions.
 - A landlord **may not** revoke the agreement without cause (at will).
- Site Control
 - The *APPLICANT* or *GRANTEE* must have sufficient site control to fulfill their obligations under the contract.
 - Adequate site control is the power or authority to manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for the use proposed in the *PROJECT APPLICATION*.
- Operation and Maintenance
 - The agreement must specify who will operate and maintain the property. The details are not necessary to include in the agreement.
- Roles and responsibilities
 - The agreement must identify the roles and responsibilities of each partner in the agreement

If the *PROJECT* is selected for funding, the *APPLICANT* or *GRANTEE* shall use the property only for purposes consistent with the law that allows the *GRANT*, and to make no other use, sale, or other disposition of the property, except as authorized pursuant to Department of Fish and Game Code Section 2786.

Program Projects

APPLICANTS or *GRANTEES* must certify to the Department that they have access to the properties necessary to conduct the *PROGRAM*. Adequate land tenure includes, but is not limited to, ownership, lease, easement, or *PROGRAM AGREEMENT*.

If the *APPLICANT* or *GRANTEE* owns the land in fee simple, the *APPLICANT* or *GRANTEE* can include the Grant Deed(s) recordation number(s) on the *APPLICATION* form or on a separate sheet attached to the *APPLICATION* form. Recordation numbers are found on the Grant Deed, or may be obtained through the applicable county recorder's office.

If the *APPLICANT* or *GRANTEE* does not have Land Tenure, it must provide a *PROGRAM AGREEMENT* with the land owner(s) on whose land the *APPLICANT* or *GRANTEE* intends to conduct the *PROGRAM*. The *PROGRAM AGREEMENT* is a document developed between an *APPLICANT* or *GRANTEE* and a land owner signed by both parties, wherein the *APPLICANT* or *GRANTEE* and land owner, at a minimum, describe the expected participants in the *PROGRAM* activities, the specific *PROGRAM* activities to be implemented, approximate number of *PROGRAM* participants, and dates and location for the *PROGRAM*.

Land Tenure Requirements – Alternate Process

When an *APPLICANT* does not have either tenure or a signed *PROGRAM AGREEMENT* at the time of *APPLICATION*, but intends to establish tenure via a lease or a *PROGRAM AGREEMENT* that will be signed upon *GRANT* award, the *APPLICANT* may choose to follow the alternate land tenure process by:

- Submitting a copy of the proposed lease or other agreement, as well as letters from the *APPLICANT* and the prospective landlord in which each commits to sign the proposed lease or agreement should the *APPLICATION* be successful. The proposed lease or agreement must meet the land tenure requirements listed previously and be reviewed and approved by the Department.
- Once the Department has recommended the *PROJECT* for funding, the *APPLICANT* must submit a fully-executed lease or agreement which meets the land tenure requirements prior to *CONTRACT* execution.

Eligible Projects

The seven eligible funding categories are listed below:

1. Deer/Mountain Lion *HABITAT* - The *ACQUISITION* of *HABITAT* necessary to protect deer and mountain lions.
2. Rare, Endangered, Threatened, or Fully Protected Species *HABITAT* - The *ACQUISITION* of *HABITAT* necessary to protect rare, threatened, endangered, or fully-protected species.
3. *WETLANDS HABITAT PROJECTS* - The *ACQUISITION*, *ENHANCEMENT*, or *RESTORATION* of *WETLANDS HABITAT*.
4. *ANADROMOUS Salmonids and ANADROMOUS Trout HABITAT* - The *ACQUISITION*, *ENHANCEMENT*, or *RESTORATION* of aquatic *HABITAT* for spawning and rearing of *ANADROMOUS Salmonids and trout resources*.
5. *RIPARIAN HABITAT* - The *ACQUISITION*, *ENHANCEMENT*, or *RESTORATION* of *RIPARIAN HABITAT*.
6. *TRAILS* - *ACQUISITION* or *DEVELOPMENT* of *TRAILS* which provide opportunity for urban residents to experience *WILDLIFE AREAS*.
7. *PROGRAM* - An event, or series of events intended to bring urban residents into areas with indigenous plants and animals

You may only apply in only one category. *PROJECTS* combining *ACQUISITION* or *PROGRAM PROJECTS* with any other category are not allowed. *PROJECTS* for *TRAILS*, *ENHANCEMENT*, or *RESTORATION* must be primarily for one purpose and will be scored under that category. However, the *SCOPE* of such *PROJECTS* may include elements of the other categories. For example, an *ENHANCEMENT PROJECT* may include a *TRAIL*, or a *TRAIL PROJECT* may include *RESTORATION* or *ENHANCEMENT*.

Ineligible Projects

The following types of *PROJECTS* or costs are **NOT** eligible in the *HCF* program.

1. *ACQUISITION* which involves condemnation (eminent domain) or any kind of interest in property or *PROJECTS* without documentation of a willing seller.
2. *PROJECTS* combining *ACQUISITION* or *PROGRAMS* with any other type of *PROJECT*.
3. *ENHANCEMENT*, *RESTORATION* or *DEVELOPMENT PROJECTS* without land tenure.
4. *PROGRAM* or *TRAIL PROJECTS* without guaranteed public access to the *PROJECT* location(s).

5. *PROJECTS* that do not comply with all applicable current laws and regulations affecting *ENHANCEMENT, RESTORATION, DEVELOPMENT, or PROGRAM 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.
6. *PROJECTS* that are not consistent with the *APPLICANT'S* general plan or equivalent planning document.
7. *PROJECTS* in either the Deer/Mountain Lion or Rare, Endangered, Threatened or Fully Protected Species categories that focus on flora or fauna that are not in the Department of Fish and Game's Special Animal or Plant lists, as found on these links:

<http://www.dfg.ca.gov/whdab/html/animals.html>

or

<http://www.dfg.ca.gov/whdab/html/plants.html>

7. *PROJECTS* outside the boundaries of the State of California.
8. *PROJECT* costs for normal, routine or reoccurring maintenance.

Match Requirement

The *HCF MATCH* amount is based on the cost of the total *HCF PROJECT*. The maximum amount of *HCF* funds allowed for each *PROJECT* is 50% of the total eligible *PROJECT* costs. The *APPLICANT* is responsible for providing a *MATCH* amount that is a minimum of 50% of the *PROJECT* costs. The *MATCH* **must** be committed at the time of application.

Eligible MATCH Sources

- Local funds, including local general funds and local bond funds.
- Private funds.
- Donated materials and services.
- Value of donated land (for *ACQUISITION PROJECTS* only).
- Federal funds.

Ineligible MATCH Sources

- State funds

Rules regarding MATCH

MATCH can only be spent on *ELIGIBLE COSTS*. Indirect costs cannot be used as *MATCH*. The *GRANT* and the required *MATCH* amounts combined cannot pay for more than 25% of non-construction costs (See *ELIGIBLE COSTS* chart on page 62) of the total *HCF PROJECT*.

Important Amounts to Know

GRANT Request Amount (Cannot exceed 50% of <i>TOTAL PROJECT COST</i>)	\$ _____
	+
Required MATCH Amount (Must be a minimum of 50% of <i>TOTAL PROJECT COST</i>)	\$ _____
	=
Total HCF PROJECT Cost (<i>GRANT</i> + Required <i>MATCH</i> = <i>HCF PROJECT</i>)	\$ _____

How to calculate GRANT amount and MATCH amount based on the cost of the total PROJECT.

Multiply the total cost of the *PROJECT* by .50 to obtain the maximum *GRANT* amount and minimum *MATCH* amount

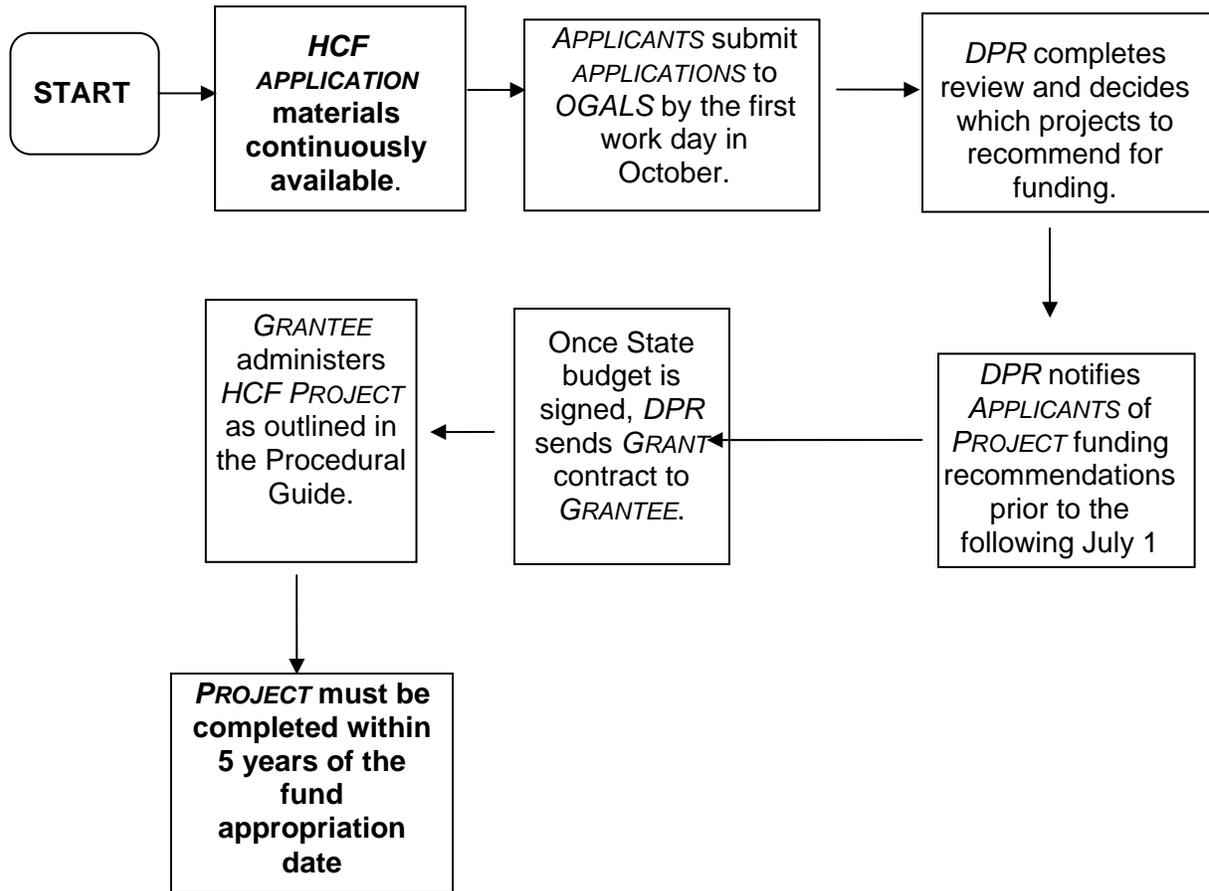
Example:

Cost of total *PROJECT* is \$120,000

Multiply by .50 = \$60,000. This is the maximum *GRANT* amount and minimum *MATCH* amount.

The Habitat Conservation Fund Program Process

Summary of the *COMPETITIVE GRANT* Process



How to Apply For A GRANT:

1. The *APPLICANT* submits an *APPLICATION(s)* by the first work day in October (See page 20, *APPLICATION* Checklist).
2. The *APPLICANT* may submit multiple *APPLICATIONS* under the *HCF* Program. To do this, the *APPLICANT* must submit an individual *APPLICATION* for each *PROJECT* site (*PROGRAM PROJECTS* may occur on more than one site).
3. The Department will review the *APPLICATION* materials. The Department will then send a letter to the *APPLICANT* acknowledging receipt of the *APPLICATION*. The letter will indicate whether the *APPLICATION* is complete or requires additional information or clarification concerning any *APPLICATION* documents (no changes to the *PROJECT* Proposal will be allowed after the application deadline).

State Review and Recommendation

4. The *COMPETITIVE APPLICATIONS* will be evaluated by the Department based on eligibility and the *PROJECT* proposal criteria. All *APPLICANTS* will receive a letter regarding the outcome of the State's review and recommendation.

How to Obtain a CONTRACT:

5. After the *PROJECT* receives Department approval and funds are appropriated in the State Budget, the Department will send a *CONTRACT* to the *GRANTEE'S AUTHORIZED REPRESENTATIVE* for signature. (See page 70 for a sample *CONTRACT* and to review the *CONTRACT* Provisions.)
6. The *GRANTEE* returns the signed *CONTRACT* to the Department.
7. The Department returns a fully executed *CONTRACT* to the *GRANTEE*.
8. A *CONTRACT* must be fully executed within the time frame established by the associated state budget.

How To Request GRANT Payments:

9. After the *CONTRACT* is fully executed, the *GRANTEE* may request payments for the *PROJECT* (see page 87).
10. The *GRANTEE* completes the *GRANT SCOPE* and submits the *GRANT COMPLETION PACKET* to the *PROJECT OFFICER* (see page 89).
11. The Department verifies that the *GRANT SCOPE* was completed by conducting a final on-site *PROJECT* inspection in the case of *PROJECTS* which involve *ENHANCEMENT, RESTORATION, DEVELOPMENT* or by other means for other *PROJECT* types.
12. The Department processes the final payment request.

During the *PROJECT*:

13. Commencing approximately six months after approval of the *CONTRACT*, and continuing every six months during the course of the *GRANT* until a *GRANT COMPLETION PACKET* is received; *DPR* will send a *PROGRESS STATUS REPORT* form to the *GRANTEE*. The *GRANTEE* must complete, sign and return these *PROGRESS STATUS REPORTS* within **30** days of receiving them. Payment requests for *GRANT* funds will not be processed if the *PROGRESS STATUS REPORTS* are overdue. (See page 77 for a sample of this form).

II. APPLICATION PROCESS

Submitting Applications

All *APPLICANTS* are required to submit **one, unbound**, original, hard-copy of the *APPLICATION* packet. Each *APPLICATION* must include a Table of Contents with the remaining documents in the order listed on the *APPLICATION* Requirements Packet and Checklist below. All pages shall be numbered (handwritten numbers are acceptable).

NOTE: *An APPLICANT may submit an Application for more than one PROJECT.
Each PROJECT must have its own APPLICATION.
Each location must be submitted as a separate PROJECT.*

Letters of Support

Letters of support are neither required nor considered in the scoring process. However, *APPLICANTS* may include letters of support with the *PROJECT APPLICATION* or submit them any time prior to the State's announcement of recommendations for funding. Letters of support from Legislators or other entities should be directed to the *APPLICANT*.

Application Packet Requirements and Checklist

The *PROJECT APPLICATION* shall consist of one copy of each of the items listed on the checklist (below). The items must be included in the order they appear on the checklist. If an item is not applicable to the *PROJECT*, Applicants shall respond with "N/A" (not applicable) and a brief explanation as to why.

1. APPLICATION Form. The *APPLICATION* form must be completed and signed by the *APPLICANT'S AUTHORIZED REPRESENTATIVE*.

In the *GRANT SCOPE* section of the *APPLICATION* form, describe the *PROJECT* and identify the items of work to be completed with *HCF* funds and the required *MATCH*. If the *PROJECT* includes a *TRAIL*, include the *TRAIL* length in linear feet. *Do not include items of work that will not be funded by HCF funds and the required MATCH amount. Do not include the merits of the PROJECT. (Merits of the PROJECT should be included in the PROJECT Proposal.)*

The *GRANT SCOPE* should be detailed enough to identify each *PROJECT* element to be accomplished by the *GRANT*, and should be consistent with the cost estimate, *CEQA* document(s) and site plan. The *GRANT SCOPE* should include only a description of the *PROJECT*. The *PROJECT* will be justified in the criteria responses.

For example, if the PROJECT shows a TRAIL, parking area, and restroom, then these items should appear in the GRANT SCOPE, cost estimate (with an estimate for each item), the site plan, and be encompassed by the CEQA document(s).

2. Site Plan. (For *ENHANCEMENT, RESTORATION* or *DEVELOPMENT PROJECTS*)
For *PROJECTS* involving *ENHANCEMENT, RESTORATION* or *DEVELOPMENT*, provide a drawing or depiction indicating scale, *PROJECT* orientation (north-south), what improvements the *GRANTEE* will make, where the improvements will be and the approximate square footage of any buildings that are part of the *GRANT SCOPE*. The plan should also indicate access points to the site.

3. Topographic Map.
(For *ENHANCEMENT*, *RESTORATION* or *DEVELOPMENT PROJECTS*)
Submit a topographic map (*APPLICANT* to specify scale) that is detailed enough to identify the *PROJECT* elements as described in the *GRANT SCOPE* and include all parcels (owned or leased) that are part of the *PROJECT* site. As applicable, depict the *PROJECT* in relation to surrounding *WILDLIFE* resources, such as vegetated areas, creeks, *WETLANDS* and other features including archeological sites and existing roads and *TRAILS*. Also include any additional information required in Category Specific Criteria (*Deer/Mountain Lion HABITAT* - page 31, *WETLANDS HABITAT* - page 36), *RIPARIAN HABITAT* - page 44, and *TRAILS* - page 49).

OR

(For *ACQUISITION PROJECTS*)

Submit a topographic map (*APPLICANT* to specify scale) with parcels to be acquired shown and an indication of where the proposed *PROJECT* will be located on the parcels. As applicable, depict the *PROJECT* in relation to *WILDLIFE* resources such as vegetated areas, creeks and *WETLANDS*, and other features including archeological sites and existing roads and *TRAILS*.

4. Cost Estimate. Provide details on *PROJECT* costs. The sample *PROJECT* Cost Estimate Form is on page 60; please refer to the *ELIGIBLE COSTS* Charts (starting on page 62) when formulating a cost estimate. List required *MATCH* funds and the amount of *HCF* funds to be used on the *GRANT PROJECT*.
5. *PROJECT* Location Map. Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the *PROJECT*.
6. Photos of the *PROJECT* site. Submit adequate photos to show the area(s) to be enhanced, acquired or where *PROGRAMS* will be conducted, as appropriate.
7. *ACQUISITION* Schedule, Parcel Map, and Willing Seller Letter
(For *ACQUISITION PROJECTS*)

Provide an *ACQUISITION* schedule outlining the acreage and parcel number(s) to be acquired, estimated *ACQUISITION* date and estimated value of each parcel to be acquired. (See sample on page 61) If applicable, include the estimated cost of relocation. Land or interests in land acquired with *HCF* funds shall be acquired from a willing seller. Provide a letter from the seller(s) which indicates a willingness to sell or other documentation that the property is for sale. All *ACQUISITIONS* shall be in perpetuity. In addition, for permanent easements, submit a copy of the proposed easement language. Permanent easement agreements must guarantee the authority, in perpetuity, to use the property for the purposes specified in the *APPLICATION*.

8. Land Tenure

(For *ENHANCEMENT, RESTORATION* or *DEVELOPMENT PROJECTS*)

If property is owned in fee title, provide the recordation number(s) from the Grant Deed. If property is not owned in fee title, provide documentation (lease, easement, agreement, etc.) verifying that the land tenure requirement has been met.

(For *PROGRAMS*)

If property is owned in fee title, provide the recordation number(s) from the deed. If property is not owned in fee title, provide documentation (lease, easement, agreement, etc.) verifying that the land tenure requirement has been met. (See page 13) or if *APPLICANT* does not have land tenure, provide a *PROGRAM AGREEMENT* with the land owner.

9. California Environmental Quality Act (CEQA) for ACQUISITION, ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECTS. The *APPLICANT* is required to comply with *CEQA* at the time of application. The *APPLICANT* should check with its local city or county planning agency for more information on how to complete *CEQA*.

An *APPLICANT* may demonstrate compliance with *CEQA* by providing an original copy of the *CEQA Certification Form* (see page 67) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination or
- other documentation of *CEQA PROJECT* approval by the Lead Agency as appropriate.

PROGRAM PROJECTS normally include educational activities which do not constitute a *PROJECT* under *CEQA* so no *CEQA* compliance is required; however, a note or form that indicates *CEQA* is not applicable must be provided. Should the Applicant's *PROJECT* include activities which might include construction or other activities which constitute a *PROJECT* under *CEQA*, the *CEQA* process above must be followed.

10. Authorizing Resolution. (See page 58 for the Resolution Form.)

11. PROJECT Summary. Provide a summary (one-page maximum) that explains the *PROJECT*. Describe *PROJECT* components in addition to improvements to be made to the *PROJECT* site. The summary will not be scored.

12. PROJECT Proposal. Provide a written proposal which answers each question or responds to each statement in the *PROJECT* Proposal portion of the Procedural Guide as it pertains to the *PROJECT* (see page 25).

Limit the *PROJECT* Proposal to no more than 15 pages, 8 ½" x 11" paper, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 15 pages. Any pages beyond the 15 page limit will neither be reviewed nor scored.

13. Leases or Agreements. Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting *PROJECT* lands or the operation and maintenance thereof, excluding those relevant to land tenure (if applicable). If not applicable, state that it is not applicable, and provide a brief explanation as to why not.
14. Required Regulatory Permits (if applicable). Provide a list of existing and additional required permits, the status of each, and indicate when permit approval is expected. If not applicable, state that it is not applicable, and provide a brief explanation as to why not. Examples include:
- State Lands Commission
 - San Francisco Bay Conservation and Development Commission
 - Fish and Game Permit
 - Corps of Engineers
 - Local permits

Submit applications and correspondence to:

(Physical Address)

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

Phone: (916) 653-7423

Website: www.parks.ca.gov

Click on "Grants & Bond Acts" and
follow the links to the Habitat Conservation Fund Program.

Project Proposal Instructions

The *APPLICANT* must:

- Respond to the criteria in the order they appear.
- Respond to each criterion separately in the order presented and numbered the same.
- Provide a written response to each question or statement as it pertains to the *PROJECT*. If a particular question or statement does not apply to the *PROJECT*, please indicate as such with “N/A” (not applicable), and a brief explanation as to why not.
- Limit the *PROJECT* Proposal to no more than 15 pages, 8 ½” x 11” paper, single-sided, double-spaced, with 12-point font. It is not necessary to include the questions in your responses. Attachments do not count as part of the 15 pages.
- Cite studies, reports or other data that support the responses, where appropriate.

The meanings of capitalized words and phrases used below can be found in the Definitions Section beginning on page 6.

Project Proposal

Introduction

The information provided in the *PROJECT* proposal will allow the Department to evaluate the competing *GRANT APPLICATIONS*. In addition to striving for objectivity and uniformity in evaluating proposals, the Department will make an effort to provide equitable geographic spread of Funds provided that sufficient well-qualified proposals exist.

- All *PROJECTS*, regardless of category, compete for the approximately \$2 million dollars available annually.
- The criteria are divided into two main areas: general criteria and category-specific criteria.
- The general criteria apply to all *APPLICATIONS* and are worth 50 points.
- The category-specific criteria for each of the seven different *PROJECT* categories are worth 50 points.
- The total points possible for each *APPLICATION* is 100.
- *APPLICANTS* should only respond to the general criteria and the one category-specific set of criteria for the type of *PROJECT* in the *APPLICATION*.

General Criteria
(50 Points total)

1. Threat (A) or Need (B) (15 points)

Respond to either option A or B below appropriate to *PROJECT* type. Do not respond to both.

(A) *ACQUISITION, ENHANCEMENT, or RESTORATION PROJECTS*

Describe any existing or potential threats to the *PROJECT* site and what could happen if the *PROJECT* is not funded, or why the *ENHANCEMENT* or *RESTORATION* is needed to protect the targeted species. Provide information on the following:

- The threat to the *PROJECT* site.
- The consequences if the *PROJECT* is not funded.
- How the proposed *PROJECT* will protect the targeted species.

The maximum number of points will be awarded to PROJECTS where a significant threat to the environment exists and there is a high urgency for the PROJECT.

There is a significant threat and high urgency for the <i>PROJECT</i>	15-11 points
There is a marginal threat and a medium urgency for the <i>PROJECT</i>	10-5 points
There is a minimum threat and a low urgency for the <i>PROJECT</i>	4-1 points
Did not respond	0 points

OR

(B) *PROGRAMS or TRAIL PROJECTS:*

Describe the lack of existing opportunity for *TRAILS* or *PROGRAMS* which bring urban residents into *WILDLIFE AREAS*.

The maximum number of points will be awarded to APPLICANTS that describe a significant deficiency of opportunities.

Applicant demonstrates a significant deficiency in above opportunities	15-11 points
Applicant demonstrates a moderate deficiency in above opportunities	10-5 points
Applicant demonstrates a minimal deficiency in above opportunities	4-1 points
Did not respond	0 points

2. Access to the PROJECT (10 points)

California Fish and Game Code Section 2799.5 requires that “Reasonable public access to lands...be provided except where access may interfere with *HABITAT* protection.” It is expected that the *APPLICANT* will make an effort to provide such access, unless the *APPLICANT* can demonstrate that such access may interfere with *HABITAT* protection. Access may include signage or interpretive panels on the edge of the site where direct access may interfere with *HABITAT* protection.

For *ACQUISITION PROJECTS*, this criterion will be scored on the *APPLICANT’S* statement of what the planned access will be after *PROJECT* completion. It is recognized that there may be a time period from *PROJECT* completion until a future date when access can be provided.

Describe either access to the *PROJECT* site or why such access would interfere with *HABITAT* protection. Provide information on the following:

- Viewing and/or *WILDLIFE* and natural or scenic interpretation opportunities
- User accessibility
- Onsite or close-by parking, or public transportation, bike lanes, or *TRAILS*

The maximum number of points will be awarded to APPLICANTS that provide outstanding access to the PROJECT.

There are, or the *PROJECT* will result in, **outstanding** opportunities for viewing *WILDLIFE* and/or interpretation of *WILDLIFE* and natural or any scenic characteristics 10-9 points

The *APPLICANT* presents a **compelling** justification of why access to the *PROJECT* site would interfere with *HABITAT* protection or there are, or the *PROJECT* will result in, **good** opportunities for viewing *WILDLIFE* and/or interpretation of *WILDLIFE* and natural or scenic characteristics 8-5 points

There are, or the *PROJECT* will result in **poor** opportunities for viewing *WILDLIFE* and/or interpretation of *WILDLIFE* and natural scenic characteristics, OR the *APPLICANT* presents a minimal justification of why access to the *PROJECT* site would interfere with *HABITAT* protection 4-1 points

Did not respond..... 0 points

3. Including Stakeholders in the PROJECT (10 points)

Describe the efforts to include stakeholders in planning and/or implementation of the *PROJECT*. Provide information on the following:

- Methods used to obtain the ideas of potential users and public agency and non-profit partners
- Notification to interested parties of the opportunity to participate, and approximate number of interested parties notified
- Use of stakeholders in designing and/or implementing the *PROJECT*

The maximum number of points will be awarded to APPLICANTS that made concerted efforts to involve the broadest representation of the potential users and public agency and non-profit partners in the PROJECT planning and implementation process.

The *APPLICANT* made a **concerted** effort to involve the broadest representation of potential users and public agency and non-profit partners in the *PROJECT*.....10-8 points

The *APPLICANT* made a **moderate** effort to involve the broadest representation of potential users and public agency and non-profit partners in the *PROJECT*...7-4 points

The *APPLICANT* made a **limited** effort to involve the broadest representation of potential users and public agency and non-profit partners in the *PROJECT*...3-1 points

The *APPLICANT* made **no** effort to include the broadest representation of potential users, public agency and non-profit partners in the *PROJECT*, or did not respond.....0 points

4. Management Capacity (10 points)

Describe the capability of *APPLICANT* agency and/or partners to provide for all relevant aspects of an integrated management process that includes *PROJECT* planning, design, construction, operation, and maintenance. The *APPLICANT* should demonstrate that staff or partners involved in the *PROJECT* will utilize all the **applicable** basic elements of a *PROJECT* management process. Provide information on the following:

- *APPLICANT'S* or partners' demonstrated ability or type of training received to implement the proposed *PROJECT*
- All elements of an excellent management process including:
 - appropriate up-front planning that demonstrates the *PROJECT* need in relation to the types of use planned;
 - utilizing appropriate design to obtain maximum sustainability of the proposed *PROJECT* and to minimize user barriers;
 - a demonstrated ability to design the *PROJECT* to minimize impact to the natural and cultural resources;
 - construction techniques that utilize aesthetic design and compatible or renewable material resources; and

- o a monitoring and Maintenance process that keeps the proposed *PROJECT* at intended standards.

The maximum number of points will be awarded to APPLICANTS that exhibit excellent PROJECT management skills as applicable to the PROJECT.

The <i>APPLICANT</i> demonstrates an excellent integrated management process..	10-8 points
The <i>APPLICANT</i> demonstrates a good integrated management process	7-5 points
The <i>APPLICANT</i> demonstrates a fair integrated management process	4-2 points
The <i>APPLICANT</i> demonstrates a poor integrated management process	1 point
Did not respond.....	0 points

5. Conservation Corps Involvement (5 points)

Describe the involvement of the *CALIFORNIA CONSERVATION CORPS* or *CERTIFIED CONSERVATION CORPS* in the *PROJECT*. Provide information on the following:

- How the *PROJECT* will utilize either the *CALIFORNIA CONSERVATION CORPS* or *CERTIFIED CONSERVATION CORPS* in the planning, execution, or operation and management of the *PROJECT*. If it is not practicable to involve a Corps, please describe why.

The maximum number of points will be awarded to APPLICANTS that made a concerted effort to include CALIFORNIA CONSERVATION CORPS or a CERTIFIED CONSERVATION CORPS in the PROJECT. Such involvement can be at any phase of the PROJECT, including public involvement prior to the PROJECT, activities during the PROJECT, or activities after the PROJECT'S completion.

The <i>APPLICANT</i> will involve <i>CALIFORNIA CONSERVATION CORPS</i> or <i>CERTIFIED CONSERVATION CORPS</i> in the <i>PROJECT</i>	5 points
The <i>APPLICANT</i> made a good faith effort, but it was not practicable.....	3 points
The <i>APPLICANT</i> made no effort, or did not respond.....	0 points

Category-Specific Criteria

Deer/Mountain Lion Habitat

(ACQUISITION Only) (50 points)

1. Suitable HABITAT (10 points)

Provide written documentation that deer and mountain lions occupy the *HABITAT* to be purchased or why it is reasonable to assume that they will in the future. Also illustrate the corridor on the topographic maps submitted with the *APPLICATION* (see page 20).

The maximum number of points will be awarded to PROJECTS which provide or will provide HABITAT for deer and mountain lions.

Deer and Mountain Lions occupy the proposed <i>PROJECT</i> lands, or it is reasonable to assume that they will occupy these lands in the future. Yes.....10 points No, or did not respond..... 0 points

2. Geographic Importance (10 points)

Describe how the *ACQUISITION* encompasses a geographical area which contributes significantly to the maintenance of a relatively large number or declining population of deer and/or mountain lions.

The maximum number of points will be awarded to PROJECTS where the ACQUISITION encompasses a geographical area which contributes significantly to the maintenance of a relatively large number or declining population of deer and/or mountain lions.

Yes..... 10 points No, or did not respond..... 0 points
--

3. Corridor (10 points)

Describe how the *PROJECT* will protect or establish a corridor linking two or more deer/mountain lion *HABITAT* areas.

The maximum number of points will be awarded to PROJECTS where the ACQUISITION will protect or establish a clearly-defined and discrete corridor(s) linking two or more deer/mountain lion HABITAT areas.

Yes..... 10 points No, or did not respond..... 0 points
--

4. Importance (10 points)

Describe the specific environmental element(s) at the *PROJECT* site known to be important to the maintenance of current deer *and/or mountain lion* population levels.

The maximum number of points will be awarded to PROJECTS which encompass a specific environmental element(s) at the PROJECT site known to be critically important to the maintenance of current deer and/or mountain lion population levels.

Critically important – winter/summer range/transition ranges and migration corridors between them.....	10-8 points
Moderately important - unique areas/ <i>HABITAT</i> types such as fawning areas (which are also components of summer range areas for migratory deer); water resources; <i>RIPARIAN</i> areas.....	7-1 points
Minimally important , or did not respond.....	0 points

5. Surrounding Properties (10 points)

Describe land uses and zoning on surrounding properties.

The maximum number of points will be awarded to PROJECTS where the surrounding land uses have a positive impact on the property to be acquired.

Impact of the land surrounding the <i>ACQUISITION</i> is:	
Positive – Compatible management strategies/uses, zoning for open space and/or public wild lands.....	10-7 points
Neutral	6-1 points
Negative (potential for increased requests for depredation permits or potential for public safety issues), or did not respond.....	0 points

Rare, Endangered, Threatened, or Fully Protected Species Habitat

(ACQUISITION Only) (50 points)

1. Element Rarity (15 points)

Describe the species that occur on the site which are identified by the *DFG* as Species of Greatest Conservation Need on the most up-to-date lists below:

- Special Animal – <http://www.dfg.ca.gov/bdb/pdfs/SPAnimals.pdf>
- or
- Special Plant – <http://www.dfg.ca.gov/bdb/pdfs/SPPlants.pdf>

The maximum number of points will be awarded to PROJECTS which focus on the rarest or most endangered species.

Only known or last remaining occurrence.....	15-11 points
State listed species of Rank S1 or S2.....	10-6 points
Multiple listed and/or Species of Greatest Conservation Need.....	5-4 points
Species of Special Concern.....	3-1 points
Did not respond.....	0 points

2. *RESTORATION* (10 points)

Describe any *RESTORATION* needed to support the target specie(s):

The maximum number of points will be awarded to PROJECTS which can support the species without RESTORATION of the site, or which have funds set aside separate from the PROJECT for any necessary RESTORATION.

No <i>RESTORATION</i> is needed	10-8 points
Any necessary <i>RESTORATION</i> is funded separate from the <i>PROJECT</i>	7-5 points
<i>RESTORATION</i> funds are planned, but not secured	4-1 points
Did not respond	0 points

3. Species Presence/HABITAT Quality (10 points)

Describe how the *PROJECT* will identify the level of *HABITAT* quality/species presence in the proposed *ACQUISITION* area, as described in the “Element Rarity” criterion. Provide information on the following:

- Documentation of the level of focus species presence on proposed parcel for *ACQUISITION*.
- Documentation on suitable *HABITAT*, if the species are not all identified.

The maximum number of points will be awarded to PROJECTS which identify the highest level of focus species presence/HABITAT quality in the proposed ACQUISITION area, as described in Criterion 1, “Element Rarity”.

All identified species in the “Element Rarity” criterion are part of the <i>PROJECT</i>	10- 8 points
One or more target species as identified in “Element Rarity” criterion are part of the <i>PROJECT</i>	7-5 points
Not documented, but suitable <i>HABITAT</i> is identified.....	4-1 points
Did not respond.....	0 points

4. Species Recovery/Corridors Values (15 points)

Describe the species recovery/corridor values of the proposed *ACQUISITION*. Provide information on the following:

- How the *PROJECT* will increase species recovery.
- How the *PROJECT* will elevate corridor values.

The maximum number of points will be awarded to PROJECTS which make a major improvement in the targeted species’ HABITAT/corridors values, allowing for a strong recovery, and linking separated/isolated HABITATS or allowing for easy corridor linkages, as appropriate for targeted species.

The <i>PROJECT</i> will allow linkages of at least 2 isolated or separated targeted species/ <i>HABITAT</i> , and is a high priority in a recovery plan or conservation strategy	15-11 points
The <i>PROJECT</i> will allow linkages of at least 1 isolated or separated targeted species/ <i>HABITAT</i> , and is a moderate priority in a recovery plan or conservation strategy	10-6 points
The <i>ACQUISITION</i> will be isolated or link to only 1 protected area	5-2 points
The <i>ACQUISITION</i> does not link targeted species/ <i>HABITAT</i> , and is adjacent to land development on two or more borders.....	1 point
Did not respond.....	0 points

Wetland Habitat

(ACQUISITION or ENHANCEMENT/RESTORATION) (50 points)

1. Statewide Significance of Land to Specific Species (10 points)

Describe how the land (alone, in association with adjacent lands, or in a restored state) provides significant conservation benefit for one or more native species in terms of:

- preventing near-term loss of the species in California
- achieving near-term recovery goals
- protecting a majority of the species rangewide *HABITAT* or an essential *HABITAT* area or element for the species
- protecting a major population for the species
- reducing a major threat to the species
- contributes to statewide wetland diversity

The maximum number of points will be awarded to PROJECTS which:

- *Provide high conservation benefit for one or more native species in terms of preventing near-term loss of the species in California*
- *Achieve near-term recovery goals*
- *Protect a majority of the species rangewide HABITAT or an essential HABITAT area or element for the species*
- *Protect a major population for the species, or reduce a major threat to the species or contributes to statewide wetland diversity.*

The benefit provided is:	
High.....	10-8 points
Moderate.....	7-4 points
Low	3-1 points
Did not respond.....	0 points

2. Presence of Biologically Rare Species (10 points)

Describe *DFG* Special Animals or Special Plants that use the land (alone or in association with adjacent lands) for reproduction, wintering, migration or other critical life history stages. Please use the following websites for this information:

- <http://www.dfg.ca.gov/whdab/html/animals.html>
- OR**
- <http://www.dfg.ca.gov/whdab/html/plants.html>, respectively.

Or, contact the Department of Fish and Game Biogeographic Data Branch.

The maximum number of points will be awarded to PROJECTS which have four or more special species that use the land (alone or in association with adjacent lands) for reproduction, wintering, migration or other critical life history stages.

More than four species.....	10-8 points
Two to four species	7-4 points
One species	3-1 points
None, or did not respond.....	0 points

3. Impact of Invasive Plants (5 points)

Describe the significance of the impact of invasive non-native plants on the land.

For ACQUISITION PROJECTS

The maximum number of points will be awarded to PROJECT lands which are dominated by native plant species.

Land is dominated by native plant species and adjacent lands have few or no invasive species	5-4 points
No invasive species on site, but adjacent lands have significant presence of plant species that invade <i>RIPARIAN HABITAT</i>	3-1 points
Site has significant presence of invasive plant species	0 points

OR

For ENHANCEMENT or RESTORATION PROJECTS

The maximum number of points will be awarded to PROJECT lands which at the time of application have presence of exotic species and which will be dominated by native plant species at PROJECT completion.

Land currently has exotic species and will be dominated by native plant species at <i>PROJECT</i> completion	5-1 points
Site will have significant presence of invasive plants at <i>PROJECT</i> completion	0 points

4. HABITAT Diversity, Extent, and Context (10 points)

Describe how many acres of wetland and other types of *HABITATS* which will result onsite, and what percentage of *PROJECT* land will be in native *HABITATS* types. (Examples include permanent *WETLANDS*, seasonal *WETLANDS*, moist soil, vernal *POOLS*, native grassland, non-native grassland, scrubland, woodland, grain crops, irrigated pasture, woody *RIPARIAN*.) Also, illustrate the *WETLANDS* and associated *HABITATS* on topographic maps submitted with the *APPLICATION*. (See page 20)

The maximum number of points will be awarded to PROJECT lands which have three or more native HABITATS types (two of which are WETLANDS types) comprising 75% or more of the PROJECT area (at PROJECT completion.).

Three or more native <i>HABITAT</i> types (two of which are wetland types) comprising 75% or more of the <i>PROJECT</i> area.....	10-7 points
Two native <i>HABITAT</i> types (one of which is a wetland type comprising 75% or more of the <i>PROJECT</i> area.....	6-4 points
One or fewer native <i>HABITAT</i> types.....	3-1 points
Did not respond.....	0 points

5. Site Viability (5 points)

Describe whether the necessary hydrologic regime is present and can support native wetland and associated vegetation or will at *PROJECT* completion. Describe the risk that water flow or water quality may be sufficiently altered in the near future, such that it is detrimental to wetland and associated *HABITAT* in the *PROJECT* area.

The maximum number of points will be awarded to PROJECT lands:

- *Which have properly functioning natural hydrology to support high quality native wetland and associated vegetation*
- *Which have no significant artificial barriers that prevent flooding, erosion, and deposition*
- *Which have a low risk of changes to water flow or quality.*

The site has properly functioning natural hydrology to support high quality native *WETLAND* and associated vegetation. Site has no significant artificial barriers that prevent flooding, erosion, and deposition and there is a low risk of changes to water flow or quality5-4 points

The site has degraded hydrology that can be restored or moderated with water management (flooding, drawing down, etc). At completion, *PROJECT* will have functioning hydrology and/or water control structures and management to achieve high quality native vegetation or where there is a moderate risk to water flow or quality3-1 points

Hydrology highly degraded to non-functional. *PROJECT* will not be able to sustain high quality native vegetation with restored hydrology, water control or management or high risk to water flow or quality0 points

6. Conservation Planning Efforts (5 points)

Describe the site's priority in existing conservation plans (*NCCP/HCP*, Joint Venture, Riparian Bird Conservation Plan, watershed plans, Bay-Delta Ecosystem *RESTORATION* Program plan, etc.)

The maximum number of points will be awarded to PROJECTS which are high priority in at least one plan.

High priority in at least one plan 5 points

Low to moderate priority in at least one plan 3 points

Not mentioned in any plan.....0 points

7. Protecting Statewide Species-at-Risk Diversity (5 points)

Describe how the land contributes to protecting a wide diversity of species-at-risk.

The maximum number of points will be awarded to PROJECTS which supports at least one DFG Special Plant or Special Animal with an S-rank of S1.

- Special Plant – <http://www.dfg.ca.gov/bdb/pdfs/SPPlants.pdf>

OR

- Special Animal – <http://www.dfg.ca.gov/bdb/pdfs/SPAnimals.pdf>

Or, contact the Department of Fish and Game Biogeographic Data Branch.

Land supports at least one <i>DFG</i> Special Plant or Special Animal with an S-rank of S1.....	5 points
Land does not support such species.....	0 points

Anadromous Salmonids/Anadromous Trout Habitat
(ACQUISITION or ENHANCEMENT/Restoration)
(50 Points)

1. Native Salmonids/Fish Community (10 points)

Describe the presence of *ANADROMOUS* Salmonids/*ANADROMOUS* Trout at the *PROJECT* site. Provide information on the following:

- The variety of species of *ANADROMOUS* Salmonids/*ANADROMOUS* Trout that will benefit from the *PROJECT* site
- Their occurrence at the *PROJECT* site

The maximum number of points will be awarded to PROJECTS which identify the maximum number of ANADROMOUS Salmonids/ANADROMOUS Trout that will benefit from the PROJECT site and their present occurrence at the PROJECT site.

Two or more native salmon and steelhead trout species are located at <i>PROJECT</i> site.....	10 points
Either one native salmon OR steelhead trout species are located at <i>PROJECT</i> site.....	5 points
No occurrence at <i>PROJECT</i> site, or did not respond.....	0 points

2. In-Stream Conditions (15 points)

Describe the ability of *ANADROMOUS* Salmonids/*ANADROMOUS* Trout and/or resident species to access spawning and rearing grounds at, upstream of and downstream of the *PROJECT* site at the time of *PROJECT* completion. Provide information on the following:

- Fish passage - the ability of adult and juvenile fish to access spawning, rearing, and migration areas
- The in-stream physical characteristics - physical properties of, and importance to, the *PROJECT* site
- The water quality- *PROJECT* site stream water quality and how it relates to the *ANADROMOUS* Salmonids/*ANADROMOUS* Trout species
- Channel condition- a diagram or depiction of the *PROJECT* site's channel profile

- Streambed substrate conditions- A diagram or depiction of the *PROJECT* site's substrate profile and its ecological relationship to the *ANADROMOUS* Salmonids/*ANADROMOUS* Trout species

The maximum number of points will be awarded to *PROJECTS*:

- Which have the most unrestricted fish passage
- Where the stream contains *RIFFLES*, *RUNS*, *POOLS*, and instream woody debris/boulders
- Where the water quality characteristics (temperature, dissolved oxygen, pH, etc.) are in the suitable range
- Where the structure and function of the stream is healthy, and
- Where the size-class and current substrate condition and future substrate recruitment are within suitable ranges, both at, and upstream from, the *PROJECT* site, at the time of *PROJECT ACQUISITION* or *PROJECT* completion.

Fish passage in the stream is unrestricted upstream and downstream, the stream contains *RIFFLES*, *RUNS*, *POOLS*, and instream woody debris/boulders, the water quality characteristics are highly suitable, the structure and function of the stream is very healthy, and the size-class and current substrate condition and future substrate recruitment are within very suitable ranges, both at and upstream from the *PROJECT* site, **or** will be at *PROJECT* completion.....15-11 points

Fish passage is restricted upstream, some physical components exist and the *PROJECT* will address any insufficiencies, water quality could moderately improve, the channel will be stabilized and/or substrate conditions brought into suitable range, and substrate conditions can **moderately** improve 10-6 points

Fish passage is only restricted upstream, some physical components exist, the *PROJECT* will address few insufficiencies, water quality and substrate conditions could only **minimally** improve.....5-1 points

ANADROMOUS Salmonids/*ANADROMOUS* Trout and resident species passage is restricted upstream and downstream, there are no in-stream physical components and *RESTORATION* **will not** improve, water quality and substrate conditions **will not** improve; or did not respond0 points

3. RIPARIAN Conditions (10 points)

Describe the current condition and proposed management and land use on each side of the stream channel at the *PROJECT* site. Illustrate the width of the *RIPARIAN* community on maps submitted with the *APPLICATION*. Provide information on the following:

- The width of *RIPARIAN* community on each side of the stream channel
- The *RIPARIAN* tree and shrub species present and *CANOPY* characteristics
- The *RIPARIAN* buffer's current and future management, and how it will be protected and will protect the stream corridor

The maximum number of points will be awarded to PROJECTS:

- Which have a width of RIPARIAN community on each side of the stream channel that is greater than 75 feet
- Where the OVERSTORY and UNDERSTORY are dominated by native plant species and the CANOPY exceeds suitable range (greater than 75 feet), and
- Where the PROJECT site will be well-managed to ensure that other, multiple uses (e.g., vehicle, equestrian, foot-traffic, and livestock) are compatible with RIPARIAN corridor protection or will be at PROJECT completion.

The RIPARIAN community width on each side of the stream channel is greater than 75 feet, the PROJECT site's OVERSTORY and UNDERSTORY are dominated by (more than 51%) native plant species and the CANOPY exceeds suitable range, and the PROJECT site will be well-managed to ensure other, multiple uses (e.g., vehicle, equestrian, foot-traffic, and livestock) are compatible with RIPARIAN corridor protection, or will be at PROJECT completion.....10-8 points

The RIPARIAN community width is between 50-75 feet, the PROJECT site's OVERSTORY and UNDERSTORY constitutes at least 51% native species and the CANOPY is within suitable range, and the PROJECT site will be somewhat managed to ensure other uses' compatibility with the RIPARIAN corridor protection, or will be at PROJECT completion.....7-5 points

The RIPARIAN community width is 25-49 feet, the PROJECT site's OVERSTORY and UNDERSTORY constitutes at least 51% native species OR the CANOPY is within suitable range, and the PROJECT site will be minimally managed to ensure other uses' compatibility with the RIPARIAN corridor, or will be at PROJECT completion.....4-1 points

The RIPARIAN community width is less than 25 feet, or did not respond.....0 points

4. Water Flow and Conveyance (15 points)

Describe the source, stream flow, and flood management process above, at, and downstream of the PROJECT site and how these factors relate to conservation of native salmon and trout. Provide information on the following:

- The regulation and legal appropriation of water at, upstream and downstream of the PROJECT site.
- The stream flow, including water source, volume and seasonal flows and how they relate to suitable ranges for the Salmonids species occupying the PROJECT site.
- The current and future plan to manage the PROJECT site in relation to flood management objectives.

The maximum points will be awarded to PROJECTS where:

- The water at the PROJECT site is not regulated
- The annual and seasonal stream-flows are both currently within the suitable range for ANADROMOUS Salmonids/ ANADROMOUS Trout species, and
- The PROJECT site is not managed as a flood control channel, or will be at PROJECT completion.

In-stream flow and PROJECT site water is not subject to appropriation, or stream is not regulated, annual and seasonal flow are currently within the suitable range, **or** will be at PROJECT completion, and the PROJECT site is not a flood control channel15-8 points

In-stream flow and use downstream from the PROJECT site is not regulated but upstream flow is regulated and in-stream flow is currently diverted, annual and seasonal flow are not currently within range, but could be raised to be, and the PROJECT site is managed as a flood control channel to some degree7-1 points

In-stream flow is regulated and subject to appropriation, annual and seasonal flow are not, and will not be within suitable range, and PROJECT site must be managed for flood control purposes, or did not respond0 points

Riparian Habitat

(ACQUISITION or ENHANCEMENT/RESTORATION) (50 Points)

1. HABITAT Extent (10 points)

Describe the extent of *RIPARIAN HABITAT* on the land, the compatibility of adjacent lands for use by *RIPARIAN* -dependent species and the linkages for *WILDLIFE* movement. Illustrate the width of the *RIPARIAN* community and connectivity on topographic maps (See page 20) submitted with the *APPLICATION*.

The maximum number of points will awarded to PROJECT lands

- *which extend more than 75 feet on at least one side of the watercourse,*
- *which have adjacent lands occupied by relatively undisturbed natural HABITATS which are protected from land use changes,*

AND

- *which link at least two existing areas protected from land use changes or are adjacent to existing protected areas.*

OR

- *will meet the three items above at the time of PROJECT completion.*

RIPARIAN HABITAT extends more than **75** feet on at least one side of the watercourse, adjacent lands are compatible with *RIPARIAN* -dependent species, and land links at least two large existing protected areas together or is adjacent to existing large protected areas, **or** will at *PROJECT* completion..... 10-8 points

50 to 75 feet, adjacent lands are occupied by natural *HABITATS* but not in protected status and land links at least two small existing protected areas together or is adjacent to existing small protected areas.....7-4 points

Less than 50 feet, adjacent lands have limited, or no *HABITAT* value for many *WILDLIFE* species.....3-1 points

Did not respond.....0 points

2. Site Viability (5 points)

Describe how the land provides the necessary hydrological processes that are important for maintaining *RIPARIAN HABITAT*, such as flooding on floodplain and natural cycles of erosion and sediment deposition along the channel. Describe how the *PROJECT* will maintain water flow or water quality in the *PROJECT* area.

The maximum number of points will be awarded to PROJECTS which have no significant barriers that prevent flooding, erosion and deposition or barriers will be removed by the PROJECT, and where there is a low risk of detrimental change to water flow or quality.

Site has no significant artificial barriers that prevent flooding, erosion, and deposition or *PROJECT* will remove such barriers and there is a **low** risk of detrimental change to water flow or quality5-4 points

Site has moderate barriers that impair hydrological processes which will be partially corrected by the *PROJECT* and there is a **moderate** risk of detrimental change to water flow or quality3-1 points

Site has significant barriers, such as artificially armored banks (rip-rap) which will not be corrected by the *PROJECT* or there is a **high** risk of detrimental changes to water flow or quality 0 points

3. Impact of Invasive Plants (5 points)

Describe the significance of the impact of invasive non-native plants on the land.

For ACQUISITION PROJECTS

The maximum number of points will be awarded to PROJECT lands which are dominated by native plant species.

Land is dominated by native plant species and adjacent lands have few or no invasive species5-4 points

No invasive species on site, but adjacent lands have significant presence of plant species that invade *RIPARIAN HABITAT*3-1 points

Site has significant presence of invasive plant species 0 points

OR

For ENHANCEMENT or RESTORATION PROJECTS

The maximum number of points will be awarded to PROJECT lands which at the time of application have presence of exotic species and which will be dominated by native plant species at PROJECT completion.

Land currently has exotic species and will be dominated by native plant species at *PROJECT* completion5-1 points

Site will have significant presence of invasive plants at *PROJECT* completion 0 points

4. HABITAT Structural Complexity (5 points)

Describe vertical structure of *RIPARIAN HABITAT* on the site or what it will be at *PROJECT* completion.

The maximum number of points will be awarded to PROJECT lands which have multi-storied HABITAT.

Multi-storied <i>HABITAT</i> (<i>UNDERSTORY</i> to <i>CANOPY</i>), or will be at <i>PROJECT</i> completion	5-4 points
Only one well-developed structural layer, or will be at <i>PROJECT</i> completion	3-1 points
Did not respond	0 points

5. Statewide Significance of Land to Specific Species (10 points)

Describe how the land (alone, in association with adjacent lands, or in a restored state) provides significant conservation benefit for one or more species in terms of: preventing near-term loss of the species in California, achieving near-term recovery goals; protecting a majority of the species rangewide *HABITAT* or an essential piece of *HABITAT* for the species; protecting a major population for the species; or reducing a major threat to the species.

The maximum number of points will be awarded to PROJECT lands which have high benefits for the above factors or will have at PROJECT completion.

High benefit.....	10-8 points
Moderate benefit.....	7-4 points
Low benefit.....	3-1 points
Did not respond.....	0 points

6. Presence of Biologically Rare Species (5 points)

Describe the *NDDB*-listed species (www.dfg.ca.gov/whdab/html/cnddb/html) which use the land (alone or in association with adjacent lands) for reproduction, wintering, migration or other critical life history stages, **or** will at *PROJECT* completion.

*The maximum number of points will be awarded to PROJECT lands which have more than four NDDDB-listed species, **or** will at PROJECT completion.*

More than four species.....	5 points
Two to four species	4-3 points
One species	2-1 points
None	0 points

7. Contribution to Conservation Planning Efforts (5 points)

Provide the priority of the land in existing conservation plans (*NCCP/HCP*, Joint Venture, Riparian Bird Conservation plan, watershed plans, Bay-Delta Ecosystem Restoration Program plan, etc.)

The maximum number of points will be awarded to PROJECT lands which are a high priority in at least one plan.

High priority in at least one plan.....	5-4 points
Low to moderate priority in at least one plan.....	3-1 points
Not mentioned in any plan.....	0 points

8. Contribution to Protecting Statewide *RIPARIAN HABITAT* Diversity and Protecting Statewide Species-at-Risk Diversity (5 points)

Describe how the land to be acquired, enhanced or restored contributes to protecting a wide diversity of *RIPARIAN HABITATS* in California and to protecting a wide diversity of species-at-risk.

The maximum number of points will be awarded to PROJECT lands

- *which protect more than one type of *RIPARIAN HABITAT* that is rarely found, if at all, on protected lands in California*

AND

- *which support more than one species that either: is extremely rare; found rarely, if ever, on protected lands in California; rapidly declining in California or the region; or has highly restricted range within the region or state*

OR

- *which will meet the two above items at PROJECT completion.*

Protects, **or** will protect at *PROJECT* completion, more than one type of *RIPARIAN HABITAT* that is rarely found, if at all, on protected lands in California and supports, **or** will support at *PROJECT* completion more than one species that either: is extremely rare; found rarely, if ever, on protected lands in California; rapidly declining in California or the region; or has highly restricted range within the region5-4 points

Protects, **or** will protect at *PROJECT* completion, one type of *RIPARIAN HABITAT* that is rarely found, if at all, on protected lands in California and supports, **or** will support at *PROJECT* completion one species that either: is extremely rare; found rarely, if ever, on protected lands in California; rapidly declining in California or the region; or has highly restricted range within the region3-1 points

Does not protect such *RIPARIAN HABITAT* types described above, does not support such species, or did not respond0 points

Trails

(ACQUISITION or DEVELOPMENT) (50 points)

For ACQUISITION PROJECTS, respond as per the planned TRAIL use.

1. Deficiency (15 points)

Explain the need for the PROJECT by either:

- describing a WILDLIFE AREA that is currently without TRAILS (or the existing TRAILS do not provide urban residents the opportunity to experience WILDLIFE),

OR

- TRAIL(S) in a WILDLIFE AREA that has major design/construction deficiencies which needs to be reconstructed and rehabilitated to minimize environmental impacts.

The maximum number of points will be awarded to PROJECTS which:

- are in an WILDLIFE AREA without TRAILS (or the existing TRAILS do not provide urban residents the opportunity to experience WILDLIFE),

OR

- have eroded to become burdens on natural resources and contain deficiencies due to inappropriate design or construction.

PROJECTS in a WILDLIFE AREA without TRAILS (or the existing TRAILS do not provide urban residents the opportunity to experience WILDLIFE), or correct major design/construction deficiencies	15-11 points
PROJECTS in a WILDLIFE AREA which correct moderate TRAIL deficiencies.....	10-6 points
PROJECTS in a WILDLIFE AREA which correct minimal TRAIL deficiencies	5-1 points
Did not respond.....	0 points

2. Solutions to the Deficiency (15 points)

Describe how the PROJECT will address the deficiencies identified in Criterion #1 by:

- Providing new TRAIL opportunities and/or realigning TRAIL(S) to significantly increase use

- Improving access to *WILDLIFE* and/or protecting natural resources. Illustrate the *TRAIL PROJECT* on topographic maps (See page 20) submitted with the *APPLICATION*
- Providing *TRAIL* solutions in a *WILDLIFE AREA* which lack *TRAILS* and/or *TRAIL* opportunities (or the existing *TRAILS* do not provide urban residents the opportunity to experience *WILDLIFE*).

The maximum number of points will be awarded to PROJECTS which demonstrate significant additional TRAIL opportunities which give urban residents the opportunity to experience WILDLIFE or reduce environmental impacts caused by eroded TRAILS in areas with WILDLIFE.

<i>PROJECT will significantly increase TRAIL opportunities for urban residents to experience WILDLIFE, and/or reduce environmental impacts in a WILDLIFE AREA</i>	15-11 points
<i>PROJECT will moderately increase TRAIL opportunities for urban residents to experience WILDLIFE and/or reduce environmental impacts</i>	10-6 points
<i>PROJECT will minimally increase TRAIL opportunities for urban residents to experience WILDLIFE and/or reduce environmental impacts</i>	5-1 points
<i>PROJECT will not provide for any new TRAIL opportunities or will not reduce environmental impacts, or did not respond</i>	0 points

3. Linkages (10 points)

Describe the *PROJECT'S* linkages from population centers or major park or recreation gathering areas such as picnic or camping facilities to locations where urban residents can experience *WILDLIFE*. Provide information on the following:

- How the *PROJECT* will create and/or maximize the linkages from population centers or gathering areas to locations where urban residents can experience *WILDLIFE*.
- How the *PROJECT* will enhance the quality and quantity of *TRAIL* opportunities which connect urban residents with *WILDLIFE AREAS*.

The maximum number of points will be awarded to PROJECTS which provide for or enhance the quality, quantity, or variety of TRAIL opportunities and experiences by providing meaningful linkages between WILDLIFE AREAS and homes, schools, work places, major park or recreation gathering areas such as picnic or camping facilities and/or resorts.

The <i>PROJECT</i> provides major linkage(s).....	10-8 points
The <i>PROJECT</i> provides moderate linkage(s).....	7-4 points
The <i>PROJECT</i> provides minor linkage(s).....	3-1 points
No linkages, or did not respond.....	0 points

4. Sustainable Design (10 points)

Describe how the *PROJECT* will use each of the applicable sustainable design features listed below to minimize impacts to natural or cultural resources of the *PROJECT* area by the use of (1) *TRAIL* design and construction techniques to reduce the need for recurring maintenance, (2) *TRAIL* placement on the land base to maximize sustainable design elements and (3) minimize the use of complex *TRAIL* structures which increase the level and cost of maintenance. Design features which are not applicable to the *PROJECT* should be so noted and will not have an impact on the score.

- Curvilinear design that optimizes the use of appropriate placement of *TRAIL* alignments following the topographic contours.
- *TRAIL* grades that are designed according to season of use, soil types and user types to minimize tread erosion and to minimize the need for steps and complex *TRAIL* structures.
- *TRAILS* that are located on side slopes with use of outslope drainage and sheet drainage techniques to minimize the need for water bars and check dams.
- *TRAILS* that avoid meadows, flat ground, or ridge top alignments.
- Turnpikes, causeways and puncheons/boardwalks are used only when such alignments may not be reasonably avoided.
- *TRAIL* structures that are used as a last resort when surrounding land base dictates structural solutions to accommodate curvilinear design.
- Sensitive natural or cultural areas are avoided except as required by the land base or for suitable user interpretation.
- *PROJECTS* designed to encourage on-*TRAIL* use and discourage off-*TRAIL* travel.
- *PROJECTS* which utilize recycled materials.
- *TRAILS* that are hardened or paved to provide appropriate tread firmness for intended user groups in relation to the soil capability, grade, season of use and expected wear of the tread surface.

The maximum number of points will be awarded to *PROJECTS* which meet all of the **applicable** sustainable design features, or provides a **compelling** explanation why the design features are not applicable.

<i>PROJECT</i> meets all of the above applicable sustainable design features, or provides a compelling explanation as to why not.....	10-8 points
<i>PROJECT</i> meets some of the above applicable design features, or provides a limited explanation as to why not.....	7-1 points
<i>PROJECT</i> does not meet any of the above applicable sustainable design Features, or did not respond	0 points

Programs

(50 points)

(PROGRAMS only)

1. Pre-Trip and Post-Trip Experiences (10 points)

Describe the pre-trip and post-trip training and follow-up that will be used to enhance the recreational and education benefits to urban resident participants. Provide information, including learning objectives, about the following:

- How the *PROJECT* will address participants' short-term and long-term awareness of *WILDLIFE AREAS* and the relationship of the urban ecosystem to the wild land ecosystem, and,
- How the *PROJECT* will prepare participants to understand and enjoy *HABITAT* protection and *WILDLIFE AREAS* including addressing cultural differences to make the trip relevant to the participants' lives.

The maximum number of points will be awarded to PROJECTS based on the degree that they meet the stated learning objectives and assist the participant to:

- *Build sustained relationships with WILDLIFE AREAS and go beyond the day-long, one-time outdoor experience*
- *Reach a pre-experience comfort level with what they will be doing and the clothing/equipment they may need, and*
- *Demonstrate appropriate behaviors in the out-of-doors for proper HABITAT protection and participant safety.*

The *PROJECT* **fully** meets the stated learning objectives and fully assists the participant with the above italicized factors 10-8 points

The *PROJECT* **partially** meets the stated learning objects and partially assists the participant with the above italicized factors 7-4 points

The *PROJECT* **minimally** meets the stated learning objects and minimally assists the participant with the above italicized factors 3-1 points

The *PROJECT* **does not have** learning objectives, does not assist the participant with the above italicized factors, or did not respond..... 0 points

2. Significant WILDLIFE AREA /Parklands (10 points)

Describe the planned *WILDLIFE AREA* experiences that the *PROGRAM* will provide. Provide information on the following:

- A description of the variety of *WILDLIFE* experiences and activities planned as part of the outdoor experience
- The *PROJECT'S* location, including a description of the *HABITAT*

The maximum number of points will be awarded to PROJECTS which offer an outdoor experience in a WILDLIFE AREA that provides a wide variety of HABITAT observation, and recreational experiences in natural or near-natural state areas (areas with predominately indigenous flora and fauna).

<i>PROJECT</i> locations provide opportunity for a wide range of education and interpretation experiences in an outdoor <i>WILDLIFE AREA</i>	10-8 points
<i>PROJECT</i> locations provide opportunity for a moderate , but less broad range of education and interpretation experiences in an outdoor <i>WILDLIFE AREA</i>	7-4 points
<i>PROJECT</i> locations provide opportunity for a limited range of education and interpretation experiences in an outdoor <i>WILDLIFE AREA</i>	3-1 points
Did not respond.....	0 points

3. New Experiences (10 points)

Describe how the *PROJECT* will meet the educational and interpretive needs of urban resident participants who would not otherwise be able to experience *WILDLIFE AREAS*. Also describe how the *PROJECT* will provide participants with first-time *WILDLIFE AREA* experience(s).

The maximum number of points will be awarded to PROJECTS which serve urban resident participants that would not otherwise have an opportunity to experience WILDLIFE.

All or nearly all participants have not or would not have the opportunity to experience <i>WILDLIFE</i> in their natural <i>HABITATS</i>	10-8 points
Most participants have not or would not have the opportunity to experience <i>WILDLIFE</i> in their natural <i>HABITATS</i>	7-5 points
Some participants have not or would not have the opportunity to experience <i>WILDLIFE</i> in their natural <i>HABITATS</i>	4-3 points
Few participants have not or would not have the opportunity to experience <i>WILDLIFE</i> in their natural <i>HABITATS</i>	2-1 points
No new experiences, or did not respond.....	0 points

4. Healthy Living (10 points)

Describe how the *PROJECT* will make the outdoors a more integral part of people's lives, thereby improving their general health and well-being. Provide a description of the experiences the *PROJECT* will offer to urban resident participants specific to fostering long-term health and wellness skills.

The maximum number of points will be awarded to PROJECTS which provide active experiences that encourage an active and healthy lifestyle.

<i>PROJECT</i> provides significant active experiences with extensive long-term health and wellness skills (carry over value).....	10-8 points
<i>PROJECT</i> provides moderate active experiences with medium carry-over value after the completion of the <i>PROGRAM</i> ..	7-4 points
<i>PROJECT</i> provides limited active experiences with low carry-over value after the completion of the <i>PROGRAM</i>	3-1 points
No active experiences, or did not respond.....	0 points

5. *APPLICANT/Partner Capacity* (10 points)

Describe how the *APPLICANT* will partner with land management agencies such as state, federal and regional parks. Provide information on the following:

- The lands that will be utilized for the *PROJECT*.
- A description of the current skills, knowledge and capacities of the *APPLICANT* or partner land management agency or agencies which will be used to achieve *WILDLIFE* and outdoor learning opportunities.
- A description of how the *APPLICANT* will work with its own staff or staff from land management agencies to overcome barriers (based on current sociological studies and research) participants have in accessing such land.

The maximum number of points will be awarded to APPLICANTS which:

- *demonstrate partnerships with land management agencies that manage significant WILDLIFE AREAS (or who own such lands)*
- *have staff or partners with extensive knowledge, skills, and PROGRAM development ability, and provide a broad awareness and learning experience which will overcome social barriers*
- *AND*
- *which have the willingness and capacity to assist the APPLICANT in completing the PROJECT.*

The *PROJECT* will be on lands that have **significant** *WILDLIFE HABITAT*, and the *APPLICANT* has staff or will utilize staffing from land management agencies or partners which have **extensive** knowledge, skills, willingness and capacity to provide in-kind services, funding support, and staff involvement.....10-8 points

The *PROJECT* will be on lands that have **some** *WILDLIFE HABITAT*, and the *APPLICANT* has limited staff, will utilize **limited** staffing from land management agencies or partners which have **average** knowledge, skills, willingness, and capacity to provide in-kind services, funding support and staff involvement.....7-4 points

The *PROJECT* will be on lands that have **limited** *WILDLIFE HABITAT*, and the *APPLICANT* does not have knowledgeable staff, will not utilize staffing from land management agencies or partners.....4-1 points

The *PROJECT* will be on lands without *WILDLIFE HABITAT*, or did not respond.....0 points

Resolution Instructions

1. You may reformat the resolution as long as the text is unchanged. Additional language may be added to the resolution as long as it does not change the recommended language. Resolutions with content different than the recommended language will be sent to Departmental legal counsel for review which will cause a delay in processing the *APPLICATION* and the resolution may have to be returned to the *APPLICANT* for changes.
2. The *AUTHORIZED REPRESENTATIVE* may be a position (or positions) or particular person (or persons). The advantage of having a position named as the *AUTHORIZED REPRESENTATIVE* is that a new resolution would not be required should the person holding the position change.
3. The person holding the position named as the *AUTHORIZED REPRESENTATIVE* in the Resolution may delegate that authority by sending a letter to the Department. A separate letter is required for each *CONTRACT*.

RESOLUTION FORM

Resolution No: _____

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, District Applicant) APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing Project Application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s);

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

1. Approves the filing of an Application for the Habitat Conservation Fund Program; and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the Project included in this Application, the required match and sufficient funds to complete the Project; and
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s), and
4. Certifies that said Applicant shall prepare, with full public participation, a management plan for lands that have been acquired with HCF funds, which plan shall reasonably reduce possible conflicts with neighboring land use and landowners, including agriculturists; and
5. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
6. Delegates the authority to (designated position) to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
7. 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)

Cost Estimate Instructions

The purpose of requiring *GRANTEES* to provide a cost estimate is to:

1. Ensure that only *ELIGIBLE COSTS* are incurred for *GRANT* or *MATCH*.
2. Ensure that items purchased and work completed is consistent with the *GRANT SCOPE*. (The cost estimate should include line items for each design element listed in the *GRANT SCOPE*.)
3. Ensure that no more than 25% of the *GRANT* and *MATCH* amounts combined is spent on non-construction costs (for *GRANTS* involving *ENHANCEMENT*, *RESTORATION*, or *DEVELOPMENT*) and costs other than land *ACQUISITION* (for *PROJECTS* that involve *ACQUISITION*).
4. Determine how *PROJECT* funds are going to be spent.
5. Determine how the various funding sources for the *PROJECT* interrelate.

The *GRANTEE* may only claim those costs directly related to the *GRANT*. Costs associated with the development of master plans are not *ELIGIBLE COSTS*, nor are costs for *CEQA*. Indirect costs, such as overhead charges billed as a percentage of costs, are not eligible expenses. *GRANT* or *MATCH* funds may not be used to purchase food.

The Cost Estimate Form below is intended to assist you in developing a cost estimate for the *PROJECT*. You may reformat and change the content as needed to accommodate the *GRANT SCOPE*.

For *PROJECTS* that involve *ACQUISITION*, the Cost Estimate Form will need to be used in conjunction with the *ACQUISITION* Schedule. Costs other than land *ACQUISITION* cannot exceed 25% of the total *GRANT* Request and *MATCH* amount. Examples of these costs include preliminary title reports, appraisals, and escrow fees. See *ELIGIBLE COSTS* Charts starting on page 62 for more information.

For *PROJECTS* that involve *ENHANCEMENT*, *RESTORATION*, or *DEVELOPMENT*, non-construction costs cannot exceed 25% of the total *GRANT* Request and *MATCH* amount. Examples of non-construction costs include *PROJECT* planning (excluding *GRANT* writing), negotiations, and personnel costs. See *ELIGIBLE COSTS* Charts starting on page 62 for more information.

COST ESTIMATE FORM

Pre-Acquisition or Pre-Construction Costs			
Description of Work	DPR Grant(s)	Other funding sources (Required Match*)	Total
	\$		
	\$		
	Subtotal:	\$	\$
	\$		

Land Acquisition or Construction Costs			
Description of Work	DPR Grant(s)	Other Non-HCF funding sources (Required Match*)	Total
	\$		
	\$		
	\$		
	\$		
	\$		
	Subtotal:	\$	\$
	\$	\$	\$
	Total:	Total:	Total project cost:
	\$	\$	\$

*Applicant's Match Sources (by name)	
	\$
	\$
Total funding sources:	\$

Notes:

This form is intended as an estimate. Changes to these figures may occur during the course of construction.

HCF GRANTS may be combined with other eligible *GRANTS* to fund a *PROJECT*. To meet the *HCF GRANT MATCH* requirements, other eligible grant(s) must have adequate costs to be incurred that are the same as the *HCF GRANT SCOPE*. If the other grant scope is broader and the funding exceeds the *HCF GRANT*, the other grant must have enough *ELIGIBLE COSTS* under the *HCF GRANT SCOPE* to meet the *HCF MATCH* requirement.

* *MATCH* must be committed at the time of application.

ACQUISITION SCHEDULE FORM

(To be submitted with the Application)

Assessor's Parcel No.	Acreage	Estimated Date of Acquisition	Estimated Value of Land to be Acquired (2)	Estimated Value of Improvements to be Acquired (2)	Estimated Cost of Relocation	Total Estimated Cost (3)
(1)						
Total acres:			Total Estimated Cost:			

Costs other than land (4): \$ _____

Grand Total: \$ _____

- (1) Use additional rows if acquisition involves more than one parcel.
- (2) "Estimated value of improvements to be acquired" refers to buildings or other structures on the land being acquired.
- (3) Total of estimated value of land, estimated relocation costs, and estimated value of improvements to be acquired.
- (4) From Cost Estimate Form. For acquisition projects, this cannot exceed more than 25% of the grant amount.

Eligible Costs Charts

Notes About *ELIGIBLE COSTS*

Only costs incurred within the *CONTRACT PERFORMANCE PERIOD* will be considered eligible for reimbursement with HCF funds or as *MATCH*.

APPLICANTS may not take title to lands being used as *GRANT* or *MATCH* outside the *CONTRACT PERFORMANCE PERIOD*.

Rule regarding *ELIGIBLE COSTS*: The *GRANTEE* may only claim those costs directly related to the *GRANT*. Indirect Costs or charges made as a percentage of costs are not eligible expenses.

ELIGIBLE COSTS Chart - Involving *ACQUISITION*

NON-LAND COSTS (Maximum 25% of <i>GRANT</i> and <i>MATCH</i> amounts combined)	EXAMPLES
<ul style="list-style-type: none"> • Costs other than land 	<ul style="list-style-type: none"> • Appraisals, surveys • Preliminary title reports, escrow fees • Title insurance fees • Costs related to administering relocation process.

LAND COSTS	EXAMPLES
<p>RELOCATION COSTS</p> <ul style="list-style-type: none"> • Relocation costs are allowable for <i>PROJECTS</i> resulting in displacement of any person and/or business. <p>Grantee must comply with the State Relocation law even if relocation costs are not claimed for reimbursement.</p>	<ul style="list-style-type: none"> • Housing • Movers
<ul style="list-style-type: none"> • Costs of the land. 	<ul style="list-style-type: none"> • Purchase price of the property

ELIGIBLE COSTS Chart - For *ENHANCEMENT, RESTORATION* or *DEVELOPMENT PROJECTS*

PRE-CONSTRUCTION COSTS (Maximum 25% of <i>GRANT</i> and <i>MATCH</i> amounts combined)	EXAMPLES
<ul style="list-style-type: none"> • Premiums on hazard and liability insurance to cover personnel or property • <u>Services of the <i>GRANTEE'S</i> employees not directly engaged in <i>PROJECT</i> execution (see rules for personnel and employee services)</u> • <u>Design costs</u> 	<ul style="list-style-type: none"> • Plans and specifications • Permits

CONSTRUCTION COSTS	EXAMPLES
PERSONNEL OR EMPLOYEE SERVICES <ul style="list-style-type: none"> • Services of the <i>GRANTEE'S</i> employees directly engaged in <i>PROJECT</i> execution. (See rules for personnel and employee services). 	<ul style="list-style-type: none"> • Payroll services for employees directly engaged in <i>PROJECT</i> execution • Wages and benefits • Work performed by another department or section of the <i>GRANTEE'S</i> agency
CONSTRUCTION <ul style="list-style-type: none"> • The cost of all necessary construction activities, from site preparation to the <i>ENHANCEMENT</i> or <i>RESTORATION</i> of a <i>HABITAT</i>, or completion of a structure or facility. 	<ul style="list-style-type: none"> • <i>PROJECT ENHANCEMENT, RESTORATION, or DEVELOPMENT</i> • Inspection • Construction management
CONSTRUCTION EQUIPMENT <ul style="list-style-type: none"> • Equipment may be leased, rented, or purchased, whichever is the most economical. If the equipment is purchased, its residual market value must be credited to the <i>PROJECT</i> costs upon completion. • Equipment owned by the <i>GRANTEE</i> may be charged to the <i>PROJECT</i> for each use. Rental rates published by the California Department of Transportation may be used as a guide. • If <i>GRANTEE'S</i> equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the <i>PROJECT</i>, and must be signed by the operator and supervisor. • Equipment use charges must be made in accordance with the <i>GRANTEE'S</i> normal accounting practices. 	<ul style="list-style-type: none"> • Rental Equipment • Leased Equipment • Purchased Equipment
CONSTRUCTION SUPPLIES AND MATERIALS <ul style="list-style-type: none"> • May be purchased for a specific <i>PROJECT</i>, or may be drawn from central stock, if claimed costs are no higher than those the <i>GRANTEE</i> would pay if purchased elsewhere. <p>The <i>GRANTEE</i> may only claim those costs directly related to the <i>PROJECT</i>.</p>	<ul style="list-style-type: none"> • Concrete • Lumber • Aggregate • Landscape materials

<p>FIXED EQUIPMENT</p> <ul style="list-style-type: none"> • Equipment permanently fixed to the <i>PROJECT</i> facility. 	<ul style="list-style-type: none"> • Display boards • Signs/interpretive Aids
<p>RELOCATION COSTS</p> <ul style="list-style-type: none"> • Relocation costs are allowable for <i>PROJECT</i> resulting in displacement of any person and/or business. • <i>GRANTEE</i> must comply with the State Relocation law even if relocation costs are not claimed for reimbursement. 	<ul style="list-style-type: none"> • Temporary housing • Movers
<p>NON-CAPITAL AND MISCELLANEOUS COSTS</p> <ul style="list-style-type: none"> • Costs necessary and directly related to/for the execution of the <i>PROJECT</i>. 	<ul style="list-style-type: none"> • Communications • Transportation costs for moving equipment or personnel

ELIGIBLE COSTS Chart – PROGRAM PROJECTS

COSTS	EXAMPLES
<p>OPERATIONS AND PROGRAM COSTS</p> <ul style="list-style-type: none"> • Documentable costs associated with planning and operating the <i>PROGRAM</i>. 	<ul style="list-style-type: none"> • <i>PROGRAM</i> planning • Organized activities • Equipment and supplies* • Transportation
<p>NON-FIXED EQUIPMENT</p> <ul style="list-style-type: none"> • The purchase of non-fixed equipment is eligible only for <i>PROGRAMS</i> which interpret the State's park and <i>WILDLIFE</i> resources or which bring urban residents into park and <i>WILDLIFE AREAS</i>. 	<ul style="list-style-type: none"> • Vans or other means of transportation

*GRANT or MATCH funds may not be used to purchase food.

Rules for Personnel and Employee Services

- Costs must be computed according to *GRANTEE'S* prevailing wage or salary scales, and may include fringe benefit costs.
- Costs charged to the *PROJECT* must be computed on actual time spent on a *PROJECT* and supported by time and attendance records describing the work performed on the *PROJECT*.
- Overtime costs may be allowed under the recipient's established policy, provided that the regular work time was devoted to the same *PROJECT*.
- *INDIRECT COSTS* are not eligible.

Salaries and wages claimed for employees working on GRANT-funded PROJECTS must not exceed the GRANTEE'S established rates for similar positions.

California Environmental Quality Act (CEQA) Instructions

All *PROJECTS* must comply with *CEQA* at the time of application. The *APPLICANT* should check with its local city or county planning agency for more information about how to complete *CEQA*.

An Applicant may demonstrate compliance with *CEQA* by providing a signed original of the *CEQA* Certification Form (see next page) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination or
- other documentation of *CEQA PROJECT* approval by the Lead Agency as appropriate.

PROGRAM PROJECTS normally include educational activities which do not constitute a *PROJECT* under *CEQA* so no *CEQA* compliance is required; however, a note or form that indicates *CEQA* is not applicable must be provided. Should the *APPLICANT'S PROJECT* include activities which might include construction or other activities which constitute a *PROJECT* under *CEQA*, the *CEQA* process above must be followed.

California Environmental Quality Act (CEQA)
CEQA COMPLIANCE CERTIFICATION FORM

Grantee: _____ **Project Name:** _____

Project Address: _____

When was CEQA compliance completed for this Project? Date: _____

What document(s) were filed for this Project's CEQA compliance: *(check all that apply)*

Initial Study Notice of Exemption Negative Declaration Mitigated Negative Declaration

Environmental Impact Report Other: _____

Note: If a Master Environmental Impact Report was used to comply with CEQA you are certifying that the Project is covered in adequate detail to allow the Project's construction or *ACQUISITION*.

**Please attach the Notice of Exemption or the Notice of Determination as appropriate.
If these forms were not completed, please attach a letter from the lead agency explaining why.**

Lead Agency Name: _____ **Contact Person:** _____

Mailing Address: _____

Phone: () **Email:** _____

Certification:

I hereby certify that the Lead Agency is in compliance with the California Environmental Quality Act (CEQA), for which the _____ has applied for funding from California State Parks.
Applicant/Grantee

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

I represent and warrant that I have full authority to execute this CEQA Compliance Certification on behalf of the lead agency. I declare under penalty of perjury that the foregoing certification of CEQA Compliance for the above named project is true and correct.

Authorized Representative
(Signature)

Date

Lead Agency Representative
(Signature) Date

Authorized Representative
(Printed or Typed name and title)

Lead Agency's Representative
(Printed or Typed name and title)

For official use only below this line

Project Officer Initials and Date: _____ **Supervisor Initials and Date:** _____

Comments:

Recommendation For Funding

Once the Department concludes the *APPLICATION* review process, it will notify *APPLICANTS* by letter if their *PROJECT(S)* are being recommended for funding.

APPLICANTS whose *PROJECTS* are not recommended for funding are encouraged to consider submitting the same *PROJECT* proposal or a different *PROJECT* proposal for the next application cycle the following year. *APPLICANTS* are encouraged to contact their *PROJECT OFFICERS* to discuss any questions they may have about their *PROJECTS* and/or the *APPLICATION* package.

III. CONTRACT PROCESS

Contract Provisions Overview

The following list is provided to highlight particular *CONTRACT* provisions, and is not intended as a substitute for the *CONTRACT* itself:

Legal Requirements

The *GRANTEE* shall comply with all applicable current state and federal laws and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, relocation and real property *ACQUISITION*, and laws and codes pertaining to individuals with disabilities.

Public Access

The *GRANTEE* shall provide for public access to the *PROJECT* lands, facilities, and *PROGRAMS* in accordance with the intent and provisions of the *HABITAT Conservation FUND* Program.

Site Inspection

The *GRANTEE* shall permit site inspections by the Department, including a final inspection of the *PROJECT* facilities or other deliverables developed using *GRANT* funds, to determine if the work performed is in accordance with the approved *GRANT SCOPE*. The *GRANTEE* shall make any *PROGRAM* or plans developed or administered with State funds available for observation. *PROJECTS* which involve only *ACQUISITION* will normally not receive a final site inspection.

CONTRACT Withdrawals

The *GRANTEE* may unilaterally rescind the *CONTRACT* at any time prior to the commencement of a *PROJECT*. After *PROJECT* commencement, the *CONTRACT* may be rescinded, modified or amended only by mutual agreement in writing between the *GRANTEE* and the State.

Scope Change

Requests for changes to the scope of a *GRANT* must be submitted in writing. See page 94 for additional information on requesting a change in *GRANT SCOPE*.

Loss of Funding

The following actions may result in a *GRANTEE*'s loss of funding:

- A *GRANTEE* fails to obtain a *CONTRACT*.
- A *GRANTEE* withdraws from the *CONTRACT*.
- A *GRANTEE* fails to complete the *PROJECT(S)* described in the *GRANT SCOPE*, and/or fails to submit an approved *GRANT COMPLETION PACKET* within the *CONTRACT PERFORMANCE PERIOD*.

Funds Reverting

Any *GRANT* funds that are not encumbered and expended on *ELIGIBLE COSTS* within the time frame specified in the *CONTRACT* shall revert to the source *FUND*.

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

Sample Grant Contract

**GRANT CONTRACT
HABITAT CONSERVATION FUND PROGRAM**

GRANTEE _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER _____

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

SCOPE :

Total State grant amount not to exceed \$ _____ OR 50% of the eligible project costs whichever is less.

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

Grantee _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
(Typed or printed name of Authorized Representative)

By _____

(Signature of Authorized Representative)

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

Grant Contract for Grants Funded by Habitat Conservation Fund Program

Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

GENERAL PROVISIONS

A. Definitions

The term "act" as used herein means the Habitat Conservation Fund pursuant to state statutes.

1. The term "application" as used herein means the individual project application and its required attachments for grants pursuant to the enabling legislation and/or grant program.
2. The term "acquisition" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute acquisition.
3. The term "department" means the California Department of Parks and Recreation.
4. The term "development" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
5. The term "enhancement" means to increase the habitat value of the land to benefit the target species.
6. The term "grantee" as used herein means the party described as the grantee on page 1 of this contract.
7. The term "program" means an event, or series of events, such as a nature interpretation program, other educational or enrichment program, (e.g., classes, trips, etc.), conducted by the grantee, and intended to bring urban residents into wildlife areas.
8. The term "restoration" means the act of bringing either land or a species back into a former, non-impaired condition.
9. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the act, the state hereby grants to the grantee a sum of money (grant monies) not to exceed the amount stated on page 1, or 50% of costs, whichever is less, 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 on page 1, and under the terms and conditions set forth in this contract.

The grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the grant scope. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.
2. The grantee shall complete the grant scope in accordance with the time of contract performance period set forth on page 1, and under the terms and conditions of this contract.
3. The grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
4. The grantee shall comply with all applicable current laws and regulations affecting development, restoration, enhancement, and program projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the grantee agrees to submit any significant deviation from the original grant scope in writing to the State for prior approval. Changes in the grant scope must be approved in writing by the State.
6. If the grant scope includes acquisition of real property, the grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition.
7. The grantee shall provide for public access to project facilities in accordance with the intent and provisions of the Habitat Conservation Fund Program legislation.

C. Project Costs

The grant monies to be provided to the grantee under this contract may be disbursed as follows:

1. If the project includes acquisition of real property, the State may disburse grant monies as follows, but not to exceed, in any event, the total State grant amount set forth on page 1 of this contract:
 - a. Up to a 10% advance of the grant application amount, as stated in the approved application.
 - b. After the property is in escrow, the grantee may request up to 80% of the grant application amount as specified in the approved application, or 50% of the actual acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
 - c. The remaining grant application amount shall be paid up to the amount of the State grant amount or 50% of the actual project cost, whichever is less, on completion of the grant scope and receipt of the grant completion packet from the grantee.
2. If the project includes development, enhancement or restoration, the State may disburse grant monies to the Grantee as follows, but not to exceed in any event the total State grant amount set forth of page 1 of this contract:
 - a. Up to a 10% advance of the grant application amount, as stated in the approved application.
 - b. On proof of award of a construction contract or commencement of construction by force account labor payment schedule, up to 80% of the grant application amount, not to exceed 40% of the total dollar amount of any or all awarded construction contracts.
 - c. The remaining grant application amount shall be paid up to the State grant amount or 50% of the actual project cost, whichever is less, on completion of the grant scope and receipt of a grant completion packet from the grantee.
3. If the project includes program costs, the State may disburse grant monies to the grantee as follows, but not to exceed in any event the total State grant amount set forth of page 1 of this contract:
 - a. Up to 10% advance of the grant application amount.
 - b. On proof of a signed contract or agreement, or commencement of operation or program by force account labor payment schedule, up to 80% of the grant application amount, not to exceed 40% of the total dollar amount of any or all awarded contracts or agreements.
 - c. The remaining grant application amount shall be paid up to the State grant amount or 50% of the actual program cost, whichever is less, on completion of the program and receipt of a grant completion packet from the grantee including a detailed summary of program costs.

D. Budget Contingency Clause

1. 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.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the advance. Interest earned on grant monies shall be used on the project as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the grant scope or end of the contract performance period, whichever is earlier.
2. The grantee agrees that income earned by the grantee from a State approved non-recreational use on the project shall be used for recreational purposes at the project, or, if approved by the State, for recreational purposes within the grantee's jurisdiction.
3. The grantee shall promptly submit written project reports as the State may request. In any event, the grantee shall provide the State a report showing total final project expenditures.
4. The grantee shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the State.
5. The grantee shall make any program developed or administered pursuant to this contract available for observation upon request by the State.

F. Project Termination

1. Any grant funds that have not been expended by the grantee shall revert to the fund.
2. The grantee may unilaterally rescind this contract at any time prior to the commencement of the project. After project commencement this contract may be rescinded, modified or amended only by mutual agreement in writing between the grantee and the State.
3. Failure by the grantee to comply with the terms of this contract or any other contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this contract.
4. Because the benefit to be derived by the State, from the full compliance by the grantee with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this contract, the grantee agrees that payment by the grantee to the State of an amount equal to the amount of the grant monies disbursed under this contract by the State would be inadequate compensation to the State for any breach by the grantee of this contract. The grantee further agrees therefore, that the appropriate remedy in the event of a breach by the grantee of this contract shall be the specific performance of this contract, unless otherwise agreed to by the State.
5. The grantee and the State agree that if the grant scope includes development, enhancement, restoration or a program, final payment may not be made until the project conforms substantially to 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.

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 State shall bear its own litigation costs, expenses, and attorney's fees.
4. The grantee and the State agree that in the event of judgment entered against the State and the grantee because of the concurrent negligence of the State and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the grantee has certified. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for three years following project termination or final payment.
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 as will facilitate an effective audit.
3. The grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this contract or matters related thereto. The grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the grantee for at least three years following project termination.
4. The grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The grantee agrees that the grantee shall operate and maintain the property acquired, enhanced, restored, or developed, with the funds in perpetuity.
2. The grantee agrees that the grantee shall use the property acquired, enhanced, restored or developed with grant monies under this contract only for the purposes for the California Wildlife Protection Act of 1990 and only for the purposes for which the funds were requested and no other use, sale, or other disposition or conversion of the property shall be permitted except as authorized by a specific act of the legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.
3. The property acquired enhanced, restored or developed may be transferred to another public agency if the successor agency assumes the obligations imposed under this contract and with the concurrence of the Department.

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 contract or under provisions of the enabling legislation and/or grant program.

K. Application Incorporation

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

L. Severability

1. 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.

V. GRANT PAYMENTS

Grant Fund Availability Overview

- As a reminder, the term “*GRANT*” refers to a single *FUND* source. See also the definition of “*PROJECT*”.
- The *GRANTEE* must have a fully executed *CONTRACT* with the Department.
- *GRANT* funds are available for expenditure during the *CONTRACT PERFORMANCE PERIOD* specified in the *CONTRACT*. Only expenses incurred within the *CONTRACT PERFORMANCE PERIOD* are eligible for reimbursement.
- Only *PROJECT*-related costs consistent with the authorizing legislation and *GRANT SCOPE*, are eligible.
- The *GRANTEE* may request *ADVANCE* payments or reimbursement payments adding up to 80% of the *GRANT* amount prior to the completion of the *GRANT SCOPE*.
- Commencing approximately six months after *CONTRACT* approval, and continuing every six months during the course of the *GRANT* until a *GRANT COMPLETION PACKET* is received, the *GRANTEE* will be sent a *PROGRESS STATUS REPORT* (See page 77). The *GRANTEE* must complete, sign and return these *PROGRESS STATUS REPORTS* within 30 days of receiving them. Payment requests for *GRANT* funds will not be processed if there are overdue *PROGRESS STATUS REPORTS*.
- The *GRANTEE* must complete all funded *GRANT SCOPES* within the *CONTRACT PERFORMANCE PERIOD*. However, the final payment must be processed by the State to the *GRANTEE* three months before the end of the *CONTRACT PERFORMANCE PERIOD*.
- The final payment must be processed by the State to the *GRANTEE* before the end of the *CONTRACT PERFORMANCE PERIOD*. This will provide adequate time for the Department to review the *GRANT COMPLETION PACKET*, receive revisions to the *GRANT COMPLETION PACKET* if necessary, conduct the final site inspection (for *GRANTS* involving *ENHANCEMENT*, *RESTORATION*, or *DEVELOPMENT*) or perform other verification that the *GRANT SCOPE* was completed, and process the final payment through the State Controller’s Office.

FAX: (916) 653-6511

ATTENTION:

Grant Progress Status Report

Grantee:
Project Title:
Period covered by Grant Progress Report Through
Project Number:
Payments to date:

Project Status: (Briefly describe work completed on the following items that is funded by the Grant Project identified above. Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc):

Grant funds spent to date on this work \$ _____

Acquisition and/or Construction:

_____ Grant
funds spent to date on this work \$ _____

Describe significant Project developments (provide photos).

Total Grant funds spent to date \$ _____ Percentage of Project complete: _____

Estimated date of Project completion: _____

Describe any potential obstacles to completion:

I represent and warrant that I have full authority to execute this Grant Progress 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*

Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

Advance Payments

Rule Regarding *ADVANCES*

For all *PROJECT* types: the sum of the *PRELIMINARY ADVANCES* and all other *ADVANCES* may not exceed 80% of the *GRANT APPLICATION* Amount.

See also: Definitions: *ADVANCES*, *PRELIMINARY ADVANCES*.

Advance Payments for Acquisition Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT</i> Officer
<i>PRELIMINARY ADVANCE</i> (up to 10%)	After the <i>GRANT CONTRACT</i> has been fully executed	<ul style="list-style-type: none">• Description of Work• Payment Request Form
<i>ADVANCE(S)</i> (up to 80% of the <i>GRANT</i> , or up to 100% of the <i>ACQUISITION</i> costs, whichever is less)	After the <i>GRANT CONTRACT</i> has been fully executed	<ul style="list-style-type: none">• Evidence of open escrow• Payment Request Form• Letter regarding <i>ADVANCE</i> request (see below)• Title Insurance• Title Report

All real property shall be acquired in compliance with current laws governing *ACQUISITION* of real property including, but not limited to relocation assistance, and in accordance with the enabling legislation.

1. After the *GRANT CONTRACT* has been fully executed, the *GRANTEE* may request a *PRELIMINARY ADVANCE*. These funds may be spent on pre-*ACQUISITION* costs such as plans and appraisals.
2. Upon submission of evidence that escrow is open, the *GRANTEE* may request an *ADVANCE* of up to 80% of the *GRANT* amount, or up to 100% of the *ACQUISITION* cost, whichever is less. The funds shall be placed directly into escrow as described below.
3. When the *GRANTEE* is ready to complete the *ACQUISITION* of the property or properties, the *GRANTEE* shall request the *ADVANCE* payment by sending a letter and a payment request form. The letter shall be on the *GRANTEE'S* letterhead and be signed by the *GRANTEE'S AUTHORIZED REPRESENTATIVE* and shall contain all of the following:
 - a) *GRANTEE'S* name, address, *CONTRACT* number and amount of funds requested (up to 80% of the *GRANT APPLICATION* Amount).
 - b) 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.
 - c) 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 at or about the same date as the requested *GRANT* funds. In making

this statement, *GRANTEE* shall be entitled to reasonably rely on the representations of landowner.

4. 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.
5. Upon receipt of the letter and the payment request form from the *GRANTEE* requesting the *ADVANCE* payment, and after approval by the *OGALS* Office Chief, the Department will promptly disburse the funds into the designated escrow account. This process takes approximately 30 working days from the date that the request is received.
6. Prior to requesting additional *ADVANCE* payments, the *GRANTEE* must provide a *GRANT* Expenditure Form documenting how the previously *ADVANCED* funds were spent. This requirement may be waived in certain circumstances. To request a waiver, the *GRANTEE* shall submit a letter to the *PROJECT OFFICER* that explains why the waiver is needed.
7. The *GRANTEE* may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
8. If all or a portion of the *ADVANCED GRANT* monies *ADVANCED* to the title or escrow company are not expended, the unused portion of the *GRANT* plus interest earned shall be returned to the state within 60 days of completion of the *ACQUISITION(s)*, within 60 days of the *ACQUISITION* withdrawal, or within 60 days of the end of the *CONTRACT PERFORMANCE PERIOD*, whichever is earlier.

ADVANCE Payments for *ENHANCEMENT / RESTORATION* Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
<i>PRELIMINARY ADVANCE</i> less than \$100,000 (up to 10%)	After the <i>GRANT CONTRACT</i> has been fully executed	<ul style="list-style-type: none"> • Description of Work • Payment Request Form
<i>PRELIMINARY ADVANCE</i> over \$100,000 (up to 10%)	After the <i>GRANT Contract</i> has been fully executed	<ul style="list-style-type: none"> • Description of Work • Payment Request Form • Evidence that a contract has been awarded to a consulting firm, or • <i>FORCE ACCOUNT LABOR</i> schedule
<i>ADVANCE(S)</i> (up to 80%)	After the <i>GRANT CONTRACT</i> has been fully executed, and <i>CEQA</i> is complete	<ul style="list-style-type: none"> • Payment Request Form • Evidence of signed construction contract and a Notice to Proceed • Payment Schedule • Evidence that <i>PROJECT</i> is ready to proceed utilizing <i>FORCE ACCOUNT LABOR</i>

1. After the *GRANT CONTRACT* has been fully executed, the *GRANTEE* may request a *PRELIMINARY ADVANCE* to be spent on preliminary planning costs, such as plans and design costs.
2. Where the *PRELIMINARY ADVANCE* request is for more than \$100,000, the *GRANTEE* must submit evidence that a contract has been awarded to a consulting firm or provide a *FORCE ACCOUNT LABOR* schedule demonstrating that the funds will be needed within the next six months.
3. After the *CONTRACT* is fully executed, the *GRANTEE* may request an *ADVANCE* up to 80% of the amount of the construction contract award. In order to request *ADVANCE* payments, the *GRANTEE* shall submit a copy of the awarded construction contract, and a Notice to Proceed issued to the contractor, if applicable. The *GRANTEE* is also required to submit a payment schedule or provide evidence that the *PROJECT* is ready to proceed using *FORCE ACCOUNT LABOR*. The payment schedule shall estimate when the requested *ADVANCE* payment will be spent, and describe the *GRANT SCOPE* items that will be funded by the requested *ADVANCE*. The Department may not approve the total amount of the requested *ADVANCE* payment if the requested funds are not estimated to be spent within 6 months from the date that the payment request and attached payment schedule is submitted by the *GRANTEE*.
4. If Grant monies are *ADVANCED* directly to the *GRANTEE*, the *GRANTEE* shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the *ADVANCE*. Interest earned on *GRANT* monies shall be used on the *PROJECT(S)* or returned to the State. (See Item 6 below).

5. Prior to requesting additional *ADVANCE* payments, the *GRANTEE* must provide a *GRANT* Expenditure Form documenting how the previously *ADVANCED* funds were spent. This requirement may be waived when contractor(s) will be working on different parts of the *PROJECT* during the same period.
6. The *GRANTEE* may submit multiple *ADVANCE* or reimbursement payment requests as necessary for up to 80% of the *GRANT APPLICATION* Amount, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
7. All interest income earned by *GRANTEE* on *ADVANCED* funds during the *PROJECT* period shall be retained by the *GRANTEE*, and shall be:
 - a. Added to funds committed to the *GRANT*, and be used towards eligible *GRANT SCOPE* objectives, or
 - b. Deducted from the total *GRANT APPLICATION* Amount for determining the net costs which the *GRANT* share of costs will be based.
 - c. If costs incurred on the *PROJECT* are less than the interest earned, the remaining interest and all *GRANT* funds shall be returned to the state.

ADVANCE Payments for PROGRAM GRANTS

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
<i>ADVANCE(S)</i> (up to 80%) of <i>GRANT</i>	After the <i>GRANT CONTRACT</i> has been fully executed, and necessary preliminary work has been done.	<ul style="list-style-type: none"> ● Payment Request Form ● Evidence of a signed construction contract or agreement ● Notice to Proceed ● Payment Schedule ● Evidence that <i>PROJECT</i> is ready to proceed utilizing <i>FORCE ACCOUNT LABOR</i>.

1. After the *GRANT CONTRACT* has been fully executed, the *GRANTEE* may request up to 80% of the *CONTRACT* award (award *PROJECT* to the *GRANTEE'S* contractor). The *GRANTEE* may request an *ADVANCE* payment after submitting evidence that a construction contract has been awarded, and a Notice to Proceed has been issued. The *GRANTEE* is also required to submit a payment schedule or provide evidence that the *PROJECT* is ready to proceed using *FORCE ACCOUNT LABOR*. The payment schedule shall estimate when the requested *ADVANCE* payment will be spent, and describe the *GRANT SCOPE* items that will be funded by the requested *ADVANCE*. The Department may not approve the total amount of the requested *ADVANCE* payment if the requested funds are not estimated to be spent within six months from the date that the payment request and attached payment schedule is submitted by the *GRANTEE*.

2. If Grant monies are *ADVANCED* directly to the *GRANTEE*, the *GRANTEE* shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the *ADVANCE*. Interest earned on *GRANT* monies shall be used on the *PROJECT(S)* or returned to the State. (See item 5 below).

3. Prior to requesting additional *ADVANCE* payments, the *GRANTEE* must provide a *GRANT* Expenditure Form documenting how the previously *ADVANCED* funds were spent. This requirement may be waived in certain circumstances. To request a waiver, the *GRANTEE* shall submit a letter to the *PROJECT OFFICER* that explains why the waiver is needed.

4. The *GRANTEE* may submit multiple payment request forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.

5. All interest income earned by *GRANTEE* on *ADVANCED* funds during the *PROJECT* period shall be retained by the *GRANTEE*, and shall be:
 - a. Added to funds committed to the *GRANT*, and be used towards eligible *GRANT SCOPE* objectives, or
 - b. Deducted from the total *GRANT* Amount for determining the net costs which the Grant share of costs will be based.
 - c. If costs incurred on the *PROJECT* are less than the interest earned, the remaining interest and all *GRANT* funds shall be returned to the state.

REIMBURSEMENT PAYMENTS

Reimbursement Payments for *ACQUISITION* Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Reimbursement of Up to 80% of <i>GRANT</i> Amount	After the <i>APPLICATION</i> is complete and <i>GRANTEE</i> has spent funds to implement the <i>PROJECT</i>	<ul style="list-style-type: none"> • Description of Work • Payment Request Form • <i>GRANT</i> Expenditure Form • <i>FORCE ACCOUNT LABOR</i> Cost Summary Form (if applicable)

1. The *GRANTEE* may be reimbursed for costs incurred up to 80% of the total *GRANT* amount prior to the completion of the *GRANT SCOPE*. A *GRANT* Expenditure Form, closing statement, and deed must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Reimbursement Payments for *ENHANCEMENT, RESTORATION, or DEVELOPMENT* Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Reimbursement of up to 80% of <i>GRANT</i> amount	After the <i>APPLICATION</i> is complete and the <i>GRANTEE</i> has spent funds to implement the <i>PROJECT</i>	<ul style="list-style-type: none"> • Description of Work • Payment Request Form • <i>GRANT</i> Expenditure Form • Labor Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable) • <i>PROJECT</i> photographs

1. The *GRANTEE* may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
2. The *GRANTEE* may be reimbursed for up to 80% of the total *GRANT* Amount prior to the completion of the *GRANT SCOPE*. A *GRANT* Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Reimbursement Payments for *PROGRAM GRANTS*

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Reimbursement up to 80% of <i>GRANT</i> amount	After the <i>APPLICATION</i> is complete and the <i>GRANTEE</i> has spent funds to implement the <i>PROJECT</i>	<ul style="list-style-type: none"> • Description of Work • Payment Request Form • <i>GRANT</i> Expenditure Form • <i>FORCE ACCOUNT LABOR</i> Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable) • Evidence of work accomplished.

1. The *GRANTEE* may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
2. The *GRANTEE* may be reimbursed for up to 80% of the total *GRANT* amount prior to the completion of the *GRANT SCOPE*. A *GRANT* Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

FINAL PAYMENTS

Final Payments for *ACQUISITION* Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Final	After the <i>GRANTEE</i> has completed the <i>GRANT SCOPE</i>	<ul style="list-style-type: none"> • <i>GRANT COMPLETION PACKET</i> • Recorded Grant Deed • Final Title insurance documents • Statement of closing costs • Relocation Plan, where occupants were provided eligibility for relocation assistance, if applicable.

1. The Department will reimburse the final 20% of the *GRANT* Amount upon completion of the *GRANT SCOPE*. Upon completion of the *GRANT SCOPE*, the *GRANTEE* submits the *GRANT COMPLETION PACKET*, recorded Grant deed, final title document, and the relocation plan, where occupants were provided eligibility for relocation assistance, if applicable. After receiving these documents, the Department will schedule a final site inspection if the *GRANT SCOPE* includes *ENHANCEMENT*, *RESTORATION*, or *DEVELOPMENT* work. A final site inspection is not required for *ACQUISITION PROJECTS*.
 - The *GRANTEE* will certify under penalty of perjury that the *GRANT SCOPE* has been completed by submitting the *GRANT COMPLETION PACKET*.
2. The Department will process the final payment request after recording the site inspection, if applicable. Please allow approximately six weeks for the payment to be received by the Grantee. All payments must be processed by the end of the *CONTRACT PERFORMANCE PERIOD* as specified in the *CONTRACT*.
3. Final paperwork must be submitted by March 31 of the year the *CONTRACT* expires to ensure final payment can be made prior to the expiration of the *CONTRACT*.

Final Payments for *ENHANCEMENT*, *RESTORATION*, or *DEVELOPMENT* Costs

Payment Type	When to Submit It	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Final	After the <i>GRANTEE</i> has completed the <i>GRANT SCOPE</i>	<ul style="list-style-type: none"> • <i>GRANT COMPLETION PACKET</i>

1. The Department will reimburse the final 20% of the *GRANT* Amount upon completion of the *GRANT SCOPE*. Upon completion of the *GRANT SCOPE*, the *GRANTEE* submits the *GRANT COMPLETION PACKET*.
 - The *GRANTEE* will certify under penalty of perjury that the *GRANT SCOPE* has been completed by submitting the *GRANT COMPLETION PACKET*.

2. The Department will schedule a final site inspection after receiving the *GRANT COMPLETION PACKET*.
3. The Department will process the final payment request after recording the site inspection. Please allow approximately six weeks for the payment to be received by the *GRANTEE*. All payments must be processed by the end of the *CONTRACT PERFORMANCE PERIOD* as specified in the *CONTRACT*.
4. Final paperwork must be submitted by March 31 of the year the *CONTRACT* expires to ensure final payment can be made prior to the expiration of the *CONTRACT*.

Final Payments for *PROGRAM* Grants

Payment Type	When to Submit It	Supporting Documentation to Send to <i>PROJECT OFFICER</i>
Final	After the <i>GRANTEE</i> has completed the <i>GRANT SCOPE</i>	<ul style="list-style-type: none"> • <i>GRANT COMPLETION PACKET</i> • Documentation of work completed with <i>GRANT</i> funds • Evidence of work accomplished

1. After completing the *GRANT SCOPE*, the Grantee submits the *GRANT COMPLETION PACKET* and supporting documents for the final payment. These documents must provide verification of work completed on the *PROJECT*.
 - a. The *GRANTEE* will certify under penalty of perjury that the *GRANT SCOPE* has been completed by submitting the *GRANT COMPLETION PACKET*.
2. The Department may request additional verification or evidence prior to approving the final payment.
3. Please allow approximately six weeks for payment following the final verification, if applicable, or upon the Department's reception of the *GRANT COMPLETION PACKET*. The final *GRANT* payment must be processed by the end of the *CONTRACT PERFORMANCE PERIOD* as specified in the *CONTRACT*.

Payment Request Form

PAYMENT REQUEST FORM INSTRUCTIONS

- Type or print legibly all entries
- Round off all amounts to the nearest dollar
- See page 62 for Eligible Costs examples

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

1. Project Number - The number assigned by the state to this project
2. Contract Number - As shown in Certification of Funding section of the project contract
3. Grantee - GRANTEE name as shown on the project contract
4. Project Name - Name of the Project for which payment is requested

Type Of Payment - Check appropriate box, and submit this form:

Advance – Payment made to the Grantee prior to the Grantee incurring costs for the Grant activities for which the payment is made (See Advance payment section on page 78).

Reimbursement – When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement.

Submit Grant Expenditure Form (See page 91); and, if applicable, Equipment Costs Summary Form (See page 93) and/or Force Account Labor Costs Summary Form (See page 92).

Final – When the Grantee has completed the Project, and is requesting the final payment. Submit the Grant Completion Packet (See page 89).

5. Payment Information
 - a) Grant Application Amount - The amount of grant funds allocated to this project
 - b) Funds Received to Date - Total amount already received for this project
 - c) Available - (a. minus b.)
 - d) Amount of This Payment Request - Amount that is requested
 - e) Remaining Funds after This Payment - (c. minus d.)
6. Send Warrant To - Grantee name, address and contact person
7. Signature of person authorized in Resolution

Grant Completion Packet

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

- Payment Request Form (page 87).
 - Project Certification Form (page 90)
 - Grant Expenditure Form (page 91).
 - Force Account Labor Costs Summary Form (if applicable. See page 92).
 - Equipment Costs Summary Form (if applicable. See page 93).
1. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information in the forms are presented in a clear and concise manner.
 2. The Grantee is required to keep source documents for all expenditures related to each Grant for at least three years following Grant Scope completion and at least one year following an audit. A Grant Scope is considered complete upon receipt of final Grant payment from the State.

PROJECT CERTIFICATION FORM

Grantee: _____ **Project Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ **Email:** _____

Project description – list facilities developed and/or property acquired (use additional pages, as required):

List other funds used on Project (sources and amounts) (use additional pages, as required):

Interest earned on advance Grant funds: \$ _____

Has a notice of completion been filed with all contractors? Yes _____ No _____
If no, please explain:

Certification:

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

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 Certification of Project completion 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.

Grantee's Authorized Representative
(Printed or Typed name)

Title

Grantee's Authorized Representative (Signature)

Date

GRANT EXPENDITURE FORM

Project Number _____

Warrant/Check Number	Date	Recipient	Grant Scope Item	Amount
-------------------------	------	-----------	------------------	--------

Total Force Account Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

Note: Grant expenditure items listed should be consistent with the Grant Scope, site plan, and cost estimate form, and be clearly encompassed by the CEQA document.

FORCE ACCOUNT LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Grant Scope Item	Amount
---------------------------------	---------------------------------	--------------------------	-----------------------------	---------------

Subtotal \$ _____

(Carry Total forward to Grant Expenditure Form)

Grand Total \$ _____

EQUIPMENT COSTS SUMMARY FORM

Project Number _____

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

Subtotal \$ _____

(Carry Total forward to Grant Expenditure Form) **Grand Total \$** _____

VI. Proposed Project Changes

Conversion

“Conversion” is changing the use of public park land to non-recreational purposes; this includes using public park land for other public purposes such as building a fire station, or widening an adjacent public road. The relevant law is the Park Preservation Act, which is the California Public Resources Code §§5400-5409; additional laws may apply to lands acquired with state bond funds or with federal funds. *GRANTEE S* considering conversion should contact *OGALS*.

Changes to Grant Scope

All proposals for changes to the *GRANT SCOPE* must be submitted in writing, be signed by the *AUTHORIZED REPRESENTATIVE*, and include a revised cost estimate, a revised *APPLICATION*, documentation that the *PROJECT* complies with *CEQA*, and evidence that the *GRANT SCOPE* is consistent with the law that established the *GRANT*.

Changes to the *GRANT SCOPE* must be eligible under the enabling legislation and *CONTRACT* Scope, and approved by the Department prior to *PROJECT* continuation.

The Department requires a letter explaining the need for the change and how the change will be consistent with the general intent of the *COMPETITIVE APPLICATION*. Reductions in *GRANT SCOPE* will only be considered where there are circumstances beyond the *GRANTEE'S* control which would otherwise result in the *PROJECT* not being completed as originally proposed. The revised *GRANT SCOPE* must meet the exact need cited in the original *APPLICATION* and shall be in compliance with the intent of the *HCF*. Expansions in *GRANT SCOPE* will be considered if the funds will be used in the *PROJECT* location and further the goals of the original *PROJECT*.

Depending on the extent and nature of the changes, additional *CEQA* may also be necessary.

VII. ACCOUNTING AND AUDIT REQUIREMENTS

Accounting Requirements

GRANTEES shall use generally accepted accounting practices that do the following:

- Accurately reflect 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*.
- Provide accounting data that clearly delineates costs incurred on the *PROJECT*.

State Audit

PROJECTS are subject to audit by the Department for three years following the final payment of *GRANT* funds (See page 96, Audit Checklist). The audit shall include all books, papers, accounts, time sheets, documents, or other records of the *GRANTEE* as they relate to the *PROJECT(S)* for which the funds were granted. The *GRANTEE* shall provide the following:

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

Audit Checklist

An audit of the Project may be performed before the Grant project can be closed. 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) 445-8999.

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**)
- _____ Stop Notices (filed by sub-contractors and release if applicable)
- _____ Liquidated damages (claimed against the contractor)
- _____ Notice of completion (recorded)

FORCE ACCOUNT LABOR*

- _____ 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**)

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 (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

* 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.