

Draft – January 25, 2019

GRANT ADMINISTRATION GUIDE

LAND AND WATER CONSERVATION FUND (LWCF)



State of California
Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services
"Creating Community through People, Parks, and Programs"



Send Applications and Correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grant s 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/grants

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

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

Community Engagement Division Mission

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

The Office of Grants and Local Services Mission

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

OGALS Vision

To be:

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

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Words and terms shown in SMALL CAPS are found in the Definitions Section.

**This guide includes updated GRANT administration requirements and
replaces the
March 27, 2015 Guide**

Background

The National Park Service (NPS) Land and Water Conservation Fund (LWCF) Competitive Program provides matching grants to States and local governments for the ACQUISITION or DEVELOPMENT of public outdoor RECREATION FEATURES and areas. Funds allocated to California are administered by the Department of Parks and Recreation's (DPR) Office of Grants and Local Services (OGALS), under the provisions of the *California Outdoor Recreation Resources Plan of 1967* (Public Resources Code §5099 et.seq.).

Established under the LWCF Act of 1965, once a LWCF PROJECT is completed, the property is placed under federal protection to preserve outdoor recreational use in PERPETUITY. This legacy protects thousands of parks throughout California for the benefit of future generations. (*LWCF Federal Financial Assistance Manual, 2008* (MANUAL))

Find PROJECT OFFICERS by City/County, under "Contact Us" at www.parks.ca.gov/grants

Grant Process

1. APPLICANTS receive a letter from OGALS indicating an APPLICATION has been recommended to the NPS for funding.
2. If applicable, APPLICANTS resolve any remaining incomplete APPLICATION items, such as NEPA, appraisals, Section 106, etc.
3. If approved, APPLICANTS receive a letter from OGALS indicating that the NPS has selected the APPLICATION for funding. This establishes the date of federal approval, and begins the starting point for incurring ELIGIBLE COSTS.
4. APPLICANTS attend a mandatory GRANT administration workshop.
5. OGALS sends a GRANT CONTRACT to the APPLICANT
 - a. The APPLICANT returns the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt. A sample contract is on page 27.
 - b. OGALS returns a copy of the ENCUMBERED CONTRACT, at which point the APPLICANT becomes a GRANTEE.
6. GRANTEE completes the PROJECT as represented in the GRANT SCOPE during the three-year GRANT PERFORMANCE PERIOD.
7. GRANTEE submits GRANT Progress Status Reports every six months.
8. GRANTEE requests payments that are reimbursed based on the RATE OF REIMBURSEMENT noted on the first page of the CONTRACT. See Payment Section beginning on page 17 for instructions.
9. GRANTEE submits PROJECT COMPLETION PACKET and final payment request.
10. OGALS conducts Final Site Inspection prior to final REIMBURSEMENT.
11. GRANTEE acts in accordance with Post Completion STEWARDSHIP requirements and future Compliance Inspections.

Acquisition Projects

Acquisition Requirements

1. ACQUISITION can be fee simple title, or by whatever lesser rights will insure the desired public use without diminishing the control and tenure of the GRANTEE'S ability to enforce the Section 6(f)(3) provisions. (MANUAL, Ch. 3, B.4.)
2. A deed restriction must be recorded on the property after the ACQUISITION is complete.
3. GRANTEE must acquire Title Insurance.
4. ACQUISITION must result in a new outdoor RECREATIONAL OPPORTUNITY for the public within three years after completion of the ACQUISITION, as detailed in "Public Use Plan" submitted with the APPLICATION. This may be accomplished by DEVELOPMENT, or without DEVELOPMENT if the acquired property already has useable recreational features, such as trails or fire roads.

Eligible Acquisition Costs

- All costs must be incurred within the GRANT PERFORMANCE PERIOD, unless the GRANTEE submitted a request for PRE-AWARD PROJECT PLANNING COSTS with the APPLICATION, or had a request for WAIVER OF RETROACTIVITY approved by NPS during the APPLICATION process. See page 17.
- Cost of land
- IN-HOUSE EMPLOYEE SERVICES – see Accounting Rules on page 18
- GRANT administration and accounting (excluding GRANT writing)
- Public meetings/focus groups/design workshop
- Payment of premiums on hazard and liability insurance to cover personnel and property directly connected with the PROJECT

Ineligible Acquisition Costs – Cannot be charged to the grant

- Incidental costs of preliminary title reports, appraisal fees, surveys, brokerage fees, escrow costs and title insurance. (MANUAL, Ch. 5, A.3.b.) See pg. 62 of APPLICATION Guide.

Development Projects

Development Project Requirements

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

- All costs must be incurred within the GRANT PERFORMANCE PERIOD, unless the GRANTEE submitted a request for PRE-AWARD PROJECT PLANNING COSTS with the APPLICATION, or had a request for WAIVER OF RETROACTIVITY approved by NPS during the APPLICATION process. See page 17.

Costs listed below are examples of ELIGIBLE COSTS, and is not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES
- Grant administration and accounting (excluding GRANT writing)
- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- For purchased equipment, GRANT will pay for the total cost, if the purchase price is less than the rental equivalent. (i.e., rental price equivalent in proportion to the time the equipment is used on the GRANT SCOPE.)
- LWCF signs
- Premiums on hazard and liability insurance to cover personnel or property (MANUAL, Ch. 5, C.7.a.)
- Site preparation, grading, gutting
- Foundation work
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications

Ineligible Development Costs – Cannot be charged to the grant

- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not designated to primarily support outdoor recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.
- Fundraising and expenses for publicity, including payments for lobbying
- Interest expenses, *except* those awarded by the court as part of just compensation for ACQUISITION in eminent domain situations
- Consequential damages to adjoining property owned by other persons, which are caused by noise, lights, vibrations, etc.

Special Requirements

- Grant Project Status Reports (page 9)
- LWCF Acknowledgment Sign (page 10-11)
- Deed Restriction (page 12)
- Approved Pre-Award Project Planning Costs Rules (page 17)
- Approved Waiver of Retroactivity Rules (page 17)
- Scope Change Requests (page 22)
- Project Liquidation Extensions (page 22)
- Post Completion STEWARDSHIP (page 25)
- OGALS Compliance Inspections (page 25)
- Single Audit Act (page 26)

Grant Project Status Report

OGALS sends the GRANTEE a Status Report form every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue.

Sample Grant Progress Status Report – Due XX/XX/20XX (30 days from Mail Date)

Grantee:

Project Number:

Project Name:

Project Scope:

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

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

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

Describe grant-funded work completed since last status report submitted on (DATE):

Provide construction photos, including a photo of the applicable sign at the PROJECT site showing work completed since (DATE)

Describe grant-funded work expected to be completed by (Mail Date + 6 mos)

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

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)

LWCF Sign

A sign acknowledging the Land and Water Conservation Fund program as a funding source for the PROJECT must be installed. These signs are an eligible cost during the GRANT PERFORMANCE PERIOD. Replacement costs for the LWCF sign, as part of subsequent PROJECT operation and maintenance, are *not* allowed.

LWCF logo guidelines:

https://www.nps.gov/subjects/lwcf/upload/LWCF_logo_usage.pdf

Types of Signs

- 1) Construction – An acknowledgment sign with the LWCF logo is required during construction if the total PROJECT cost is \$500,000 or more. (MANUAL Ch. 7, C.)
 - a. Must be on or near the affected site, to the extent feasible, so as to indicate that the project is the result of funding through LWCF.
 - b. Must indicate percentage and dollar amounts financed by federal and non-federal funds.
 - c. Must be at least 2 feet by 3 feet.
 - d. Suggested language and format:

(Agency Name)		
Public Outdoor Recreation Site Development		
Aided by the Federal		
THE LAND AND WATER CONSERVATION FUND		
Administered by the		
National Park Service		
U.S. Department of Interior		
Funding		
LWCF	50%	\$250,000
State of XX	25%	\$125,000
City of XXXX	25%	\$125,000
Total Project		\$500,000
Source of funding includes monies derived from Outer Continental Shelf Federal Receipts		
		

- 2) Post Completion – All GRANTEES are required to post an acknowledgement sign at the PROJECT site upon completion. The sign must be available for the final inspection and *must* remain in place in PERPETUITY.
- a. The LWCF logo must be at least 1.25 inches in overall width.
 - b. All signs must contain the following language: **“This project was partially funded by the Land and Water Conservation Fund through the U.S. Department of Interior and the California Department of Parks and Recreation.”**

If appropriate, the same sign can be used during construction and at completion.

Sign Composition

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

State Approval

Final payments will not be processed until post completion signage has been approved and installed.



Deed Restriction

The Deed Restriction is a restriction on the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the PROJECT PERFORMANCE PERIOD.

A Deed Restriction *is required* if the GRANTEE owns the PROJECT land. A Deed Restriction must be recorded on the title to the property before OGALS will approve any GRANT payments.

A Deed Restriction *is not required* if a Deed Restriction or Memorandum of Unrecorded Grant Agreement involving an LWCF PROJECT has already been recorded on the property.

Deed Restriction Instructions

1. Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an ENCUMBERED CONTRACT for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 - Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 - *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed Restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of each parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction with Notary Acknowledgement
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County

Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

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

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

- I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program, for [PROJECT name] on the Property; and
- IV. WHEREAS, on [DATE], DPR's Office of Grants and Local Services and the National Park Service approved Grant [PROJECT number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been allocated; and

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

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

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from [DATE] through PERPETUITY.

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

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

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

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

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

Dated: _____, 20 ____

Business Name (if property is owned by a business):

Signed: _____
Authorized Representative

Signed: _____
Additional signature, as required

Print/Type Name & Title of Above

Print/Type Name & Title of Above

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved and the CONTRACT is encumbered.

Payments are mailed to the GRANTEE approximately six to eight weeks from the date the request is approved by OGALS.

Match

Section 6(f) of the LWCF Act prohibits the use of other federal financial assistance to pay the state or local matching share of a LWCF grant. However, in those instances where the statutory provisions of a subsequent federal grant-in-aid program explicitly allow recipients to use such assistance to MATCH LWCF funds, as in Community Development Block Grants (CDBG) and through Fixing America's Surface Transportation (FAST) Act Recreation Trail Program funds, those funds may be used as MATCH. (MANUAL, Ch. 5, A.5.)

In-kind funds and/or donations used as MATCH cannot have restrictions that might limit the intended public recreation use. Information on how to value and account for such MATCH, is found in the MANUAL, Ch. 5, B.1. and 2.(a-h).

Approved Pre-Award Project Planning Costs

GRANTEE may seek REIMBURSEMENT for approved PRE-AWARD PROJECT PLANNING COSTS, if a PRE-AWARD PROJECT PLANNING COSTS Form was submitted with the APPLICATION. (MANUAL, Ch. 5, A.3.b.)

Approved Waiver of Retroactivity Costs

GRANTEE may seek REIMBURSEMENT for ACQUISITION or DEVELOPMENT costs if NPS approved a request for a WAIVER OF RETROACTIVITY during the APPLICATION phase. (MANUAL, Ch. 5, A.3.a.(1) and (2))

Accounting Rules for In-House Employee Services

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

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

Reimbursement Requirements

1. The GRANTEE must submit a Grant Expenditure Form of ELIGIBLE COSTS to cover both the LWCF GRANT amount and MATCH in order to receive payment at the RATE OF REIMBURSEMENT in the CONTRACT.
2. GRANT payments before the final payment may not exceed 80% of the GRANT amount. 20% of the GRANT amount is retained for the final REIMBURSEMENT.
3. A deed restriction is required prior to processing any reimbursements.
4. Group costs together to avoid frequent payment requests – requests greater than \$10,000 are encouraged.
5. A summary list of bidders, recommendation by reviewer of bidders, awarding by governing body, and contract agreement must be provided to PROJECT OFFICER, prior to a request that relates to that contract.
6. Provide construction progress photos, including a photo with applicable LWCF sign visible on the PROJECT site, with all payment requests.
7. Payment may be withheld by OGALS if the GRANTEE has outstanding issues, such as:
 - Breach of any other CONTRACT with OGALS
 - Violation of the Single Audit Act
 - An outstanding CONVERSION
 - Park sites closed or inadequately maintained
 - Overdue Project Status Reports
 - Other unmet GRANT requirements

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

Payment Request – Land and Water Conservation Fund

See Instructions on reverse.

1. PROJECT NUMBER	2. CONTRACT NUMBER	3. EMPLOYEE IDENTIFICATION NO.
4. GRANTEE		
5. PROJECT TITLE		6. TYPE OF PAYMENT <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final
7. PAYMENT INFORMATION (round to nearest dollar)		
Expenditures since last billing: \$ _____		Date range of expenditures since last billing: _____
Rate of Reimbursement: _____ %		
8. SEND WARRANT TO:		
Grantee Name: _____		
Street Address: _____		
City/State/Zip Code: _____		
Attention: _____		
<u>CERTIFICATION</u>		
I certify that the billing is correct and just and is based upon actual payment(s) of record by the participant or political subdivisions; that payment from the Federal Government has not been received; that the work and services are in accordance with the State of California Land and Water Conservation Fund grant Contract including amendments thereto; and, that the progress of the work and services under the grant Contract is satisfactory and is consistent with the amount paid.		
I further certify that the participant, political subdivision or public agency is not involved in any court litigation or law suits wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or national origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the outdoor recreation program or Facilities of the political subdivision or public agency.		
9. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY		
ITEM	THIS BILLING	CUMULATIVE
1. Total Eligible		
2. Surcharge _____ %		
3. Total		
4. Less Federal Share		
5. Less Surcharge		
6. Total Due Participant		
DPR PAYMENT APPROVAL SIGNATURE		DATE

DPR 423 (Rev. 8/2007)(Front)(Word 8/20/2007)

Payment Request Instructions

1. **Project Number** – The number assigned by the State to this PROJECT.
2. **Contract Number** – As shown in Certification of Funding section of the GRANT CONTRACT.
3. **Employee Identification No.** – Federal Identification Number assigned by Internal Revenue Service.
4. **Grantee** – GRANTEE name as shown on the GRANT CONTRACT.
5. **Project Title** – Title of PROJECT for which payment is requested.
6. **Type of Payment** – Check the appropriate box:
 - **Reimbursement** – The GRANTEE has periodically spent funds to implement the PROJECT, and is requesting REIMBURSEMENT. Up to 80% of the GRANT amount may be reimbursed prior to PROJECT COMPLETION; or,
 - **Final** – The GRANTEE has completed the PROJECT, and is requesting the final payment.
7. **Payment Information:**
 - **Expenditures since last billing** – Enter all ELIGIBLE COSTS (GRANT + MATCH) since last payment request.
 - **Date Range of Expenditures since last billing** – Enter the first and last dates those costs were paid. See “Grand Total of Column (5)” on the Grant Expenditure Form.
 - **Rate of Reimbursement** – Enter the RATE OF REIMBURSEMENT percentage located on the GRANT CONTRACT.
8. **Send Warrant To** – GRANTEE name, address and Attn: contact person
9. **Signature and Title of person authorized in resolution.**

Grant Expenditure Form

An electronic version of this form is available at www.parks.ca.gov/grants, under Grant Administration - Grant Forms - Land and Water Conservation Fund. GRANTEES may use their own spreadsheet if it contains the required information shown below.

All payment requests require a summary of costs incurred. OGALS reserves the right to require the submission of any or all invoices or warrants for which payments are made. Only provide the following information to OGALS.

PROJECT Number _____

Warrant/Check # (1)	Date (2)	Recipient (3)	GRANT SCOPE item/ Purpose (4)	Amount Paid to Recipient (5)	MATCH Source
---------------------	----------	---------------	----------------------------------	------------------------------	--------------

Grand Total of Column (5) \$ _____

Less RATE OF REIMBURSEMENT _____ % \$ _____

Amount due to GRANTEE \$ _____

Match Sources: _____

List only ELIGIBLE COSTS charged to the GRANT.

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

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

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, the date that the work was performed may be used.

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

Column (4) GRANT SCOPE item related to expenditure and a brief description, such as “playground design”, “permits”, “walkway materials”, “sport field construction.”

Column (5) List total amount of eligible costs paid (see ELIGIBLE COSTS, pages 5 and 6).

Scope Change Requests

GRANTEES should contact their PROJECT OFFICER if any changes to the GRANT SCOPE are being considered. The removal or addition of, or significant modification to, the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form constitutes a scope change. Scope change requests must be:

- submitted to the OGALS PROJECT OFFICER in writing
- signed by the AUTHORIZED REPRESENTATIVE
- fully explain the need for a SCOPE change

OGALS discourages proposals that eliminate or greatly reduce a PROJECT'S recreational capacity or use. No changes will be considered 30 days prior to the end of the GRANT PERFORMANCE PERIOD. (MANUAL, Ch. 5, A.4.)

Project Liquidation Extensions

GRANTEES should contact their PROJECT OFFICER if the PROJECT cannot be completed within the GRANT PERFORMANCE PERIOD. A one-year extension request must be:

- submitted to the OGALS PROJECT OFFICER in writing
- signed by the AUTHORIZED REPRESENTATIVE
- fully explain the need for an extension
- include a revised timeline to demonstrate that the PROJECT will be complete and FULLY USABLE if the one-year extension is granted

All extensions must be approved by OGALS and NPS. Projects cannot be extended beyond five years from the date the PROJECT was approved by NPS. (MANUAL, Ch. 5, A.3.d.)

Completing the Project

GRANTEES complete the PROJECT and demonstrate the PROJECT to be FULLY USABLE within the GRANT PERFORMANCE PERIOD.

The final payment (no less than 20% retention of the GRANT amount) will be processed after PROJECT COMPLETION and the following is approved by OGALS:

- The PROJECT COMPLETION PACKET
OGALS recommends that GRANTEES send the PROJECT COMPLETION PACKET at least six months prior to the end of the GRANT PERFORMANCE PERIOD. Six months provides adequate time for OGALS review and to receive revisions, if necessary.
- The Final Site Inspection to verify PROJECT COMPLETION

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the PROJECT liquidates, as shown on the CONTRACT.

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

1. Payment Request Form (page 19)
2. Grant Expenditure Form (page 21)
3. PROJECT COMPLETION Certification Form (page 24)
4. Photo of the LWCF sign and location (page 11)
5. Recorded Deed Restriction, if not already provided (page 12)
6. Signed and dated 6(f)(3) BOUNDARY MAP (See APPLICATION Guide)
7. Site Plan indicating the type and location of LWCF GRANT SCOPE items, along with official name of PARK, unless previously submitted or evident on the signed and dated 6(f)(3) BOUNDARY MAP.
8. Final Funding Sources Form (See APPLICATION Guide)

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

1. Copy of the Escrow Closing Statement
2. Copy of the recorded deed to the property
3. Copy of title insurance policy
4. Copy of title report
5. Confirmation of, or update to Public Use Plan

Final Site Inspection

Once OGALS is in receipt of a *complete* PROJECT COMPLETION PACKET, the PROJECT OFFICER will schedule a final inspection with the GRANTEE to confirm and photograph the following:

- PROJECT was carried out in accordance with the CONTRACT and GRANT SCOPE
- The LWCF acknowledgement sign(s) is/are posted, including a description of the location for future Compliance Inspections

OGALS then notifies NPS to review and approve the final 6(f)(3) BOUNDARY MAP before authorizing the final payment. This map can be amended, up until NPS' approval of the final payment. Once approved, it becomes the 6(f)(3) BOUNDARY MAP OF RECORD. See the APPLICATION Guide for more information on the 6(f)(3) BOUNDARY MAP OF RECORD.

Project Completion Certification

GRANTEE: _____ **PROJECT Number:** _____

GRANTEE contact for audit purposes

Name: _____

Address: _____

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

PROJECT COMPLETION – list the RECREATION FEATURES and MAJOR SUPPORT AMENITIES developed and/or the property acquired (use additional pages, if needed):

Did the GRANTEE file a “Notice of Completion” with the county recorder? Yes ___ No ___

Certification:

I hereby certify that all GRANT funds were expended on the above named PROJECT and that the PROJECT is complete and we have made final payment for all work charged to the GRANT.

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

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

I represent and warrant that I have full authority to execute this PROJECT COMPLETION Certification on behalf of the GRANTEE. I declare under penalty of perjury that the foregoing certification of PROJECT COMPLETION for the above-mentioned GRANT is true and correct.

GRANTEE'S AUTHORIZED REPRESENTATIVE
(Printed or typed name)

Title of the position authorized in the Resolution

GRANTEE'S AUTHORIZED REPRESENTATIVE
(Signature)

Date

Post Completion Stewardship

OGALS is responsible for compliance and enforcement of LWCF Act Section 6(f)(3) guidelines to confirm PROJECTS supported with LWCF GRANTS remain FULLY USABLE (i.e., operated and maintained, open and accessible) for public outdoor recreation in PERPETUITY. For more information, see *LWCF Park Stewardship: A Guide to Permanent Operation and Maintenance* at: parks.ca.gov/grants_lwcf

LWCF STEWARDSHIP is firm. PROJECTS acquired or developed with the assistance of a LWCF GRANT can only be used for public outdoor recreation. All proposed changes within the 6(f)(3) BOUNDARY MAP OF RECORD are subject to NPS approval and must be reported to OGALS. (See CONTRACT Part II Continuing Assurances B.) (MANUAL, Ch. 8, A. – D.)

Items not allowed to be constructed within a PROJECT'S 6(f)(3) BOUNDARY MAP OF RECORD:

- Commercial signage

OGALS must be notified before any of the following are considered within the 6(f)(3) BOUNDARY MAP OF RECORD:

- Widening a road or highway
- Constructing an above or underground utility facility
- Building or expanding a public indoor facility or restroom
- Changing a RECREATION FEATURE (e.g. changing a tennis court to a basketball court)
- Removing a FEATURE or SUPPORT AMENITY
- Erecting a cellphone tower
- Temporarily or permanently terminating or restricting public outdoor recreation use

Any CONVERSION in land use takes planning and can be uniquely complex. Comprehensive review and evaluation of key issues impacting recreation access and use, can take more than a year for approval. (MANUAL, Ch. 8, E. – L. set forth in Title 36 Part 59, Code of Federal Regulations)

Public Use Plan Compliance

Within three years of ACQUISITION, a NEW OUTDOOR RECREATIONAL OPPORTUNITY must be FULLY USABLE to the public. OGALS monitors the completion of this requirement. GRANTEE must submit a letter signed by the AUTHORIZED REPRESENTATIVE along with dated photographs to demonstrate the PROJECT'S Public Use Plan requirement has been met. (MANUAL, Ch. 3, B.7.a. and b.(6))

OGALS Compliance Inspections

OGALS conducts periodic compliance inspections to ensure that PROJECTS protected within the 6(f)(3) BOUNDARY MAP OF RECORD are in accordance with LWCF STEWARDSHIP requirements. Compliance inspections confirm the LWCF sign is posted and that PROJECTS are open and accessible and being operated and maintained for public outdoor recreation use. (MANUAL, Ch. 8, M.)

Single Audit Act

Federally-funded GRANTS are subject to the Single Audit Act of 1984 (Public Law 98-502), and the Office of Management and Budget (OMB) Circular A-133, "Audit Requirements for State and Local Governments." These requirements have been incorporated into DEPARTMENT OF THE INTERIOR regulations at Code of Federal Regulations, Part 12, Subpart F.

Prior to approving a payment, OGALS will verify on the State Controller's Office website that the GRANTEE is compliant with the Single Audit Act. GRANTEES not in compliance will be notified.

Website: http://www.sco.ca.gov/aud_single_audits.html

Audit Exceptions

An audit exception is a determination that an item questioned by the auditor is not properly chargeable to the GRANT CONTRACT and should be disallowed. NPS determines the allowance or disallowance of items questioned by the auditor. NPS will advise OGALS, who in turn will inform the GRANTEE of the audit findings, along with recommendations and suggestions for overcoming the deficiencies disclosed by the audit, including the disallowance of any costs. For more information, contact the DPR Single Audit Act Officer at: (916) 657-0370. (MANUAL, Ch. 7, F.)

Record Retention

Financial records, supporting documents, statistical records, and all other records pertinent to the GRANT, shall be retained for a period of three years after final payment on the PROJECT. The records shall be retained beyond the three year period if audit findings have not been resolved. (MANUAL, Ch. 7, D.6.a.)

Grant Contract

**Department of Parks and Recreation
Sample Grant Contract
Land and Water Conservation Fund**

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

GRANT PERFORMANCE PERIOD is from _____

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

PROJECT DESCRIPTION:

The General Provisions attached are made a part of and incorporated into the Contract. Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Part 200 – Grant Agreements – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is made part of and incorporated into this Contract as Exhibit A.

Total State Grant not to exceed _____ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing.)

Rate of Reimbursement _____%

Grantee

By _____
Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Signature of Authorized Representative

Title _____

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE		CONTRACT NUMBER		PROJECT NO.		FUND	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				Land and Water Conservation Fund	
ADJ. DECREASING ENCUMBRANCE		CALSTARS VENDOR NO.					
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR	
T. B. A. NO.	B. R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.							

SIGNATURE OF ACCOUNTING OFFICER	DATE
---------------------------------	------

State of California — The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term “NPS” or “Service” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term “State” as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- F. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with

Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund

assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
2. The State 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 as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

Super Circular: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Part 200) (effective December 26, 2014), incorporated as Exhibit A, is hereto added to the following references:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.

(2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

(3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

(4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. State and local governments are authorized to substitute copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national

origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing

below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

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Definitions

Capitalized words and terms used in this procedural guide are defined below.

ACQUISITION – to obtain fee simple title of real property or a permanent easement, which gives permanent rights to use the property for the purposes of the GRANT SCOPE. A lease or rental is not considered ACQUISITION.

APPLICANT – an eligible entity which does not yet have an ENCUMBERED CONTRACT with DPR.

APPLICATION – the APPLICATION Form and attachments submitted by an APPLICANT to OGALS to request GRANT funding through a competitive process and to describe the proposed use of the GRANT as required by the “APPLICATION GUIDE for the Land & Water Conservation Program.”

APPLICATION GUIDE – the OGALS procedural guide that explains the requirements to propose a LWCF GRANT PROJECT. The current APPLICATION GUIDE can be found at www.parks.ca.gov/grants under the “Grant Programs.”

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/GRANTEE’S designated *position* authorized in the Resolution to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE may designate an alternate by informing OGALS in writing.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities 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 entities’ proposed PROJECT. For more information refer to <http://ceres.ca.gov/ceqa/>.

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

CONTRACT – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, and other GRANT obligations between the GRANTEE and DPR.

CONVERSION – occurs when the LWCF assisted PROJECT within the 6(f)(3) BOUNDARY MAP OF RECORD is wholly or in part converted to other than outdoor public recreation use.

DEPARTMENT OF THE INTERIOR – the Federal agency with oversight over the National Park Service.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures and support amenities.

DPR – the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through an ENCUMBERED CONTRACT.

ENCUMBERED – When the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are designated by the State for the purpose of funding PROJECT related costs and the CONTRACT is fully executed between the GRANTEE and the DPR.

FULLY USABLE –

- For ACQUISITION PROJECTS means the property acquired with LWCF funds will be open and accessible for the public within three years of its being acquired by the GRANTEE.
- For DEVELOPMENT PROJECTS means GRANT SCOPE is open and accessible for the public.

GRANT – Funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANT PERFORMANCE PERIOD – The period of time that GRANT SCOPE ELIGIBLE COSTS may be incurred, and the work described in the GRANT SCOPE must be completed, billed and paid by the State. The GRANT PERFORMANCE PERIOD begins when the CONTRACT is approved by the National Park Service and ends on the date specified in the CONTRACT.

GRANT SCOPE – The RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

GRANTEE – an entity having an ENCUMBERED CONTRACT with DPR.

LWCF – The Land and Water Conservation Fund State Assistance Program was established by the LWCF Act of 1965 and is the federal funding source for MATCHING GRANTS to State and local governments for recreation planning, ACQUISITION or DEVELOPMENT.

LWCF PARK STEWARDSHIP GUIDE – a guide available from OGALS that explains NPS' operation and maintenance requirements in PERPETUITY for land within a 6(f)(3) BOUNDARY MAP OF RECORD approved by the NPS.

MAJOR SUPPORT AMENITY–

1. A parking lot, restroom building, or other *non-recreational facilities* intended to support RECREATION FEATURES at the PROJECT site.
2. An improvement to the *appearance of the general PROJECT site* such as landscaping and public art additions, only when estimated to cost \$50,000 or more.

MANUAL – NPS guidelines called the LWCF State Assistance Program Federal Financial Assistance Manual, Volume 69. Effective Date: October 1, 2008 which are used to govern LWCF. The MANUAL can be found on the NPS web site at: <http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf>

MATCH – amount required to make up the difference between the LWCF GRANT amount requested (the federal share) and the TOTAL PROJECT COST. The GRANTEE must submit ELIGIBLE COSTS to cover both the LWCF GRANT amount and MATCH (TOTAL PROJECT COST established at the time of APPLICATION) in order to be reimbursed the full LWCF GRANT amount.

MINOR SUPPORT AMENITY – a permanent single purpose stand-alone item that is not a FEATURE, such as a sign, bench, or drinking fountain estimated to cost less than \$50,000.

NPS – The National Park Service, the Federal agency that administers LWCF under the Secretary of the Department of the Interior.

OGALS – The California Department of Parks and Recreation, Office of Grants and Local Services.

PARK – land for the general public's physical and social health that provides RECREATION FEATURES for outdoor or indoor athletic activities, cultural enrichment, nature appreciation, or other active or passive recreational activities, and which includes a portion of OPEN SPACE. Under this definition, a greenway or linear PARK is also a PARK. A school is not a PARK and a community center on land that does not include an adjacent portion of OPEN SPACE is not a PARK.

PERPETUITY – the required STEWARDSHIP of land for eternity within a 6(f)(3) BOUNDARY MAP OF RECORD approved by the NPS. The LWCF Act's Section 6(f)3 defines PERPETUITY and the requirements of the land to be used for outdoor public recreation in PERPETUITY. The land under obligation of Section 6(f)3 is described by the 6(f)3 BOUNDARY MAP OF RECORD and all the LWCF APPLICATION documents.

PRE-AWARD PROJECT PLANNING COSTS – costs incurred prior to NPS' PROJECT approval necessary for PROJECT preparation. Examples include site investigation and selection, site planning, feasibility studies, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form, preliminary design, preparation of cost estimates, construction drawings and specifications.

PROJECT – the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 23 that are required in order to request final GRANT payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee who acts as a GRANT administration contact for APPLICANTS and GRANTEES.

RATE OF REIMBURSEMENT – The "RATE OF REIMBURSEMENT" is based on the percentage of the LWCF GRANT amount in relation to the TOTAL PROJECT COST established at the time of APPLICATION. This percentage will be reimbursed to the GRANTEE out of the TOTAL PROJECT COST when the ELIGIBLE COSTS are incurred and listed on the GRANT Expenditure Form submitted by a GRANTEE to OGALS.

RECREATION FEATURE – A facility or open space area for public recreation as defined in the LWCF APPLICATION GUIDE.

NEW OUTDOOR RECREATIONAL OPPORTUNITY – development or construction of a new RECREATION FEATURE where non currently exists. Or renovate an existing RECREATION FEATURE that allows for expanded operation hours or additional recreational use beyond its original condition.

REIMBURSEMENT – GRANT payment made to the GRANTEE after the GRANTEE incurred costs by making a payment to a contractor or vendor.

6(f)(3) BOUNDARY MAP OF RECORD – serves as the map of record between NPS, OGALS, and GRANTEES that:

- Provides the agreed boundaries of the protected PARK site at the time of PROJECT approval pursuant to Section 6(f)(3) of the LWCF ACT and Title 36, Part 59 in the U.S. Code of Federal Regulations.
- Allows PROJECT inspectors to identify and evaluate the site and its compliance with post-completion PARK STEWARDSHIP standards.

When a LWCF PROJECT is completed, the land within the approved 6(f)(3) BOUNDARY MAP OF RECORD is placed under federal protection to preserve the public's outdoor recreational use of the site in PERPETUITY.

STATEWIDE COMPREHENSIVE OUTDOOR RECREATION PLAN (SCORP) – a tool for statewide outdoor recreation leadership and action, which includes the State's assessment and policy plan required by the LWCF ACT.

STEWARDSHIP – operation and maintenance requirements of property within the approved 6(f)(3) BOUNDARY MAP OF RECORD established by NPS based on the LWCF ACT described in Chapter 8 of the MANUAL. See the *LWCF PARK STEWARDSHIP GUIDE* for further information on the STEWARDSHIP requirements.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

WAIVER OF RETROACTIVITY – approval by NPS for the APPLICANT to incur costs, at the GRANTEE's own risk, prior to NPS approval of the PROJECT and obligation of the funds. See the LWCF APPLICATION GUIDE for more information.