

DRAFT
Procedural Guide

for the
LAND AND WATER CONSERVATION FUND
PROGRAM

December 18, 2003

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



“Creating Community through People, Parks and Programs”

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

DEPARTMENT MISSION

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

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

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

OGALS VISION GOALS

To Be:

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

INTRODUCTION

The intent of this procedural guide is to assist with the Application and administration process for the Land and Water Conservation Fund program.

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I. DEFINITIONS

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

Acquisition- a grant may be expended to acquire fee title, leasehold, or other interest in real property. If an Applicant proposes to acquire less than fee title, the Applicant shall demonstrate in the Application to the satisfaction of the Department that the proposed Project will provide public benefits and use that are commensurate with the type of the interest in real property to be acquired. All Acquisitions shall be in perpetuity.

Applicant- eligible cities, counties, recreation and park districts, and certain special districts whose authority permits acquisition, development, operation, and maintenance of public parks and recreation areas. The only state agencies eligible for LWCF money are the California Department of Parks and Recreation, the Wildlife Conservation Board, the Department of Water Resources, and the Department of Boating and Waterways, on an apportionment basis.

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

California Outdoor Recreation Plan (CORP) – a tool for statewide outdoor recreation leadership and action, which includes the state's assessment and policy plan required by the federal Land and Water Conservation Fund Act.

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 grant process whereby Projects are ranked and selected based upon program-specific criteria.

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

Department- the California Department of Parks and Recreation.

Development- including, but not limited to, improvement, rehabilitation, restoration, preservation, and protection of outdoor Facilities, and, indoor Facilities if they support or interpret outdoor recreation in the immediate vicinity.

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

District- any regional park District, regional park and open-space District, or regional open-space District formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of the *Public Resources Code*, or a recreation and park District formed pursuant to Chapter 4 (commencing with Section 5780) of the *Public Resources Code*, or special Districts with the authority to acquire, develop, and operate and maintain public park and recreation areas.

Facilities- includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; places for passive recreation, enjoyment of scenic open space, nature appreciation and study, and outdoor education; and infrastructure and other improvements that support these Facilities.

Force Account- Project work performed by a Grantee's own work force, volunteer labor, or individuals paid on a time and material basis. Force Account expenses are eligible costs for reimbursement or Match.

Fully Usable- after expenditure of grant funds and Matching funds, the Project will be open and available to the public for the full range of use as stated in the Project Scope section of the Project Application form.

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

Latent Demand - a measurement for those recreation activities that people would have probably done more often, or would like to have tried, if good areas or opportunities had been readily available.

LWCF- Land and Water Conservation Fund Act passed and signed into law on September 3, 1964, as Public Law 88- 578. The Act established a funding source for both federal Acquisition of park and recreation lands and matching grants to state and local governments for recreation planning, Acquisition and Development.

Match- committed contributions to the Project, in addition to grant funds, which may include funds from state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, Facilities, or equipment; and bequests and income from wills, estates, and trusts. In-kind funds and/or donations used as Match must be from a non-federal source, and may include local or private funds, as well as materials and services. The only federal money eligible for a Match is funding from the Housing and Community Development Act of 1974 P.L. 91-609 § 105(a)(9), i.e. Community Development Block Grants.

NEPA- the National Environmental Policy Act of 1969 with amendments, as stated in United States Code Sec. 101 [42 USC § 4331 et seq.]. NEPA 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 using federal funding sources.

NPS- the National Park Service, United States Department of the Interior.

Project- the Acquisition or Development of real property for new, or rehabilitation of existing outdoor recreational areas and Facilities to be accomplished with grant funds and Match.

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

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

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

Service Area- the geographical area surrounding a park or recreation area from which a majority of the visitors will come.

SLO- the Director of the Department of Parks and Recreation, designated by the Governor to administer the Land and Water Conservation Fund program for the State of California, and given authority by the State Legislature to serve as the State Liaison Officer.

Wetland- The U. S. Army Corps of Engineers (Federal Register, Section 328.3(b), 1991) and the Environmental Protection Agency (Federal Register, Section 230.4(t), 1991) jointly define Wetlands as: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

II. FOREWORD

In 1958, President Dwight D. Eisenhower established the Outdoor Recreation Review Commission to recommend future directions for conservation and outdoor recreation. The Commission produced a report, which has since shaped the nation's conservation and outdoor recreation agenda. The most important recommendation of the report led to the creation of the Land and Water Conservation Fund Act by Congress in 1965. Since 1965, LWCF Projects have provided billions of dollars for federal, state, and local outdoor recreation programs. The Act has been the single most important source behind the creation of federal, state, and local park systems. Additional federal legislation authorized the LWCF program to continue until December 15, 2015.

The purposes of the LWCF Act are “. . . to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations . . . such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable. . . by (1) providing funds for and authorizing federal assistance to the states in planning, Acquisition, and Development of needed land and water areas and Facilities, and (2) providing funds for the federal Acquisition and Development of certain lands and other areas.” (Section 1(b) of the Land & Water Conservation Fund Act of 1965, as amended, 78 STAT. 897)

The congressional intent of the LWCF is for Applicants and the California Department of Parks and Recreation to cooperatively acquire, develop, and maintain outstanding property in perpetuity for outdoor recreation purposes. It is important that quality recreation Facilities are developed for people at the local level and statewide.

In California, as of 2003, almost \$250 million and over 15,000 Projects have been funded statewide since the inception of the LWCF program. Enthusiasm and support of the program is evidenced by the fact that local government requests for grant funds exceed the amount of available allocations.

The purpose of this procedural guide is to acquaint local agencies and state agencies with the LWCF process and the materials necessary to submit a Project proposal and an Application. This guide will assist Applicants in determining a Project's eligibility and provide the technical assistance required in submitting an Application. Applicants should contact the Office of Grants and Local Services with any questions or assistance with any aspect of this program.

III. PROGRAM OVERVIEW

What is the Land and Water Conservation program?

The Land and Water Conservation Fund program, administered nationally by the National Park Service, provides funds to federal agencies, the 50 states and 6 territories. Funds for the program come from federal recreation fees, sales of federal surplus real property, the federal motorboat fuels tax and the Outer Continental Shelf mineral receipts. The money allocated to the states may be used for statewide planning, acquiring, and developing outdoor recreation areas and Facilities.

Under the provisions of the California Outdoor Recreation Resources Plan Act of 1967 (California Public Resources Code §5099 et Seq.), the expenditure of funds allocated to California is administered by the Director of the Department.

Who may apply for LWCF funds?

Eligible local agencies are counties, cities, recreation and park Districts and special Districts with authority to acquire, develop, operate, and maintain public park and recreation areas.

Eligible state agencies are designated by law, and include the Department of Parks and Recreation, the Wildlife Conservation Board, the Department of Boating and Waterways and the Department of Water Resources.

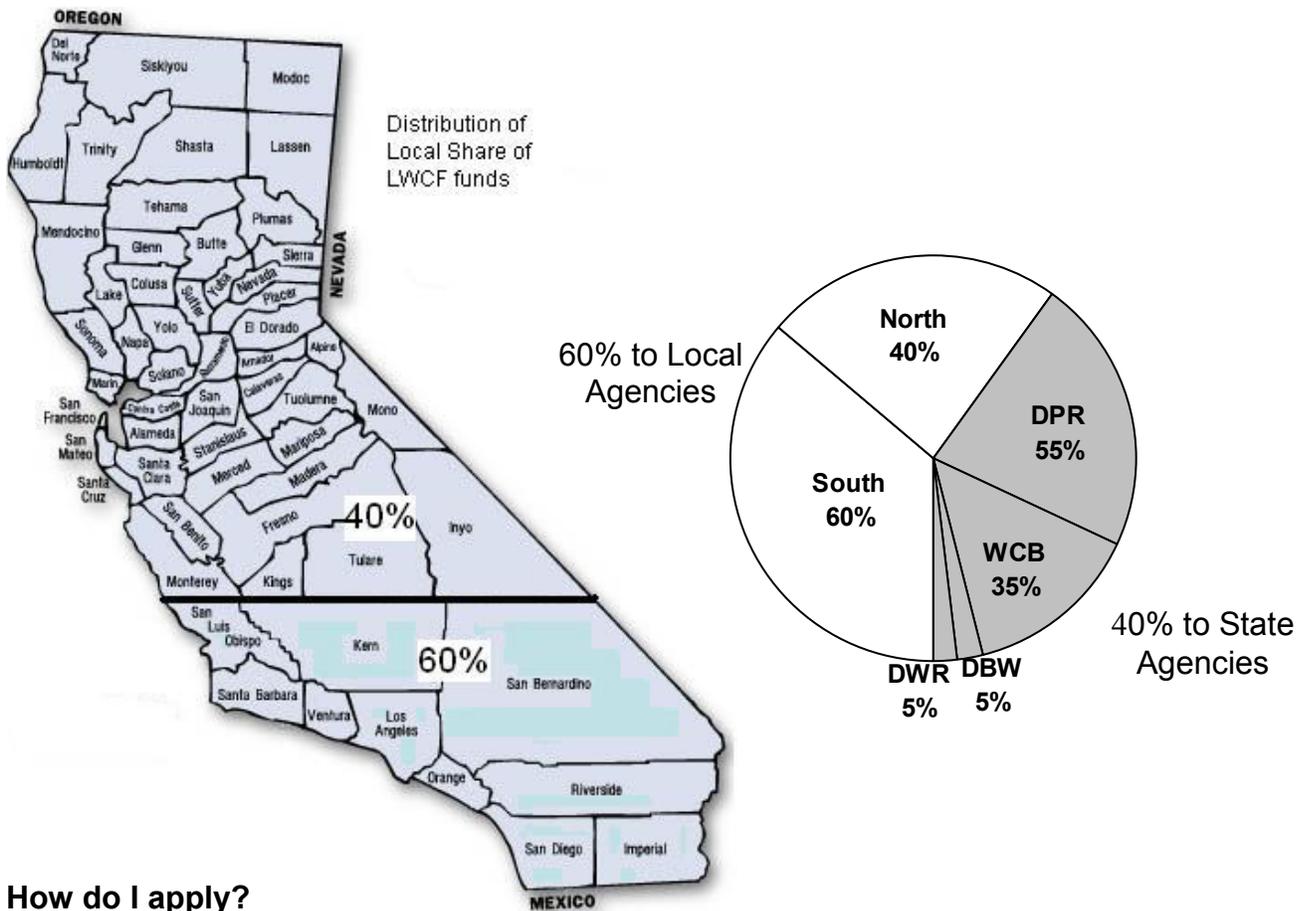
How are LWCF funds distributed?

Of the funds available to California each year, the following is deducted:

- The cost of preparing the California Outdoor Recreation Plan
- The State Liaison Officer's Contingency Fund (6%)

The balance of the annual allotment is divided as follows:

1. 60% to local agencies divided as follows:
 - A. 60% to Southern California
 - B. 40% to Northern California
2. 40% shared by State Agencies divided as follows:
 - A. 55% to Department of Parks & Recreation
 - B. 35% to Wildlife Conservation Board
 - C. 5% to Department of Boating and Waterways
 - D. 5% to Department of Water Resources



How do I apply?

Applicants must submit a completed LWCF grant Application postmarked or hand delivered by the filing date to California Department of Parks and Recreation, Office of Grants and Local Services. All Applicants are required to submit two unbound Application packages, one original and one copy. An Applicant may submit more than one Project; however, each Application must involve only one Project site.

What is the maximum Grant amount?

To facilitate geographic distribution of funds, local agency Applicants are advised not to apply for more than 5% of the annual local agency share of LWCF funds per Project. Annual program Allocations will vary. Maximum amounts do not apply to State agencies.

What is the LWCF Match?

The Match is one Applicant dollar to one federal dollar for all LWCF grants (50%/50%). This is a reimbursement program. The Grantee is expected to finance the entire Project. Fifty percent of the actual project expenditures up to the Grant amount will be refunded when the Project has been completed. The Grantee's original estimate of the Project costs will determine the support ceiling. Grantees should allow for cost increases.

What can I use to Match a LWCF grant?

The Applicant may include cash, in-kind services, Force Account funds, tax sources, state grant funds, federal revenue sharing and Housing and Community Development block grant funds. No federal funds other than those listed here may be used to Match a LWCF grant. Donated real property used as all or part of the Matching share must meet federal appraisal standards and be acquired during the Project Performance Period.

What may LWCF funds be used for?

LWCF funds can be used for Acquisition or Development Projects. Acquisition Projects shall be for public outdoor recreation. Development Projects shall include the construction of new and/or renovation of existing Facilities for outdoor recreation. Associated support Facilities (i.e. restrooms, utilities) are eligible. Indoor Facilities which support outdoor recreation activities in the immediate vicinity are also eligible.

Projects that involve new construction or renovation of Facilities must provide access in accordance with the Americans with Disabilities Act and all other laws relating to accessibility.

Must an Applicant own the Project site?

All land acquired or developed with LWCF funds is protected in perpetuity for public outdoor recreation use. For Development Projects, the Applicant must own or lease the site from a public agency at the time of Application. Land owned or leased by the Applicant must be dedicated in perpetuity for public outdoor recreation. Proposed Development Projects on federal lands must be under at least a 25-year lease from the date of Application. *If an Applicant cannot fulfill the terms and conditions of land tenure, then an Application should not be submitted.*

If awarded a grant, when will LWCF funds be available?

Funds are committed to a Project after an agreement as been completed between NPS and the Department and a Contract has been executed between the Department and the Grantee. Grantees shall not commence work on a Project even after notification of a successful Application, without a fully executed Contract.

For Acquisition Projects, the Applicant, at its own expense, will be required to submit an appraisal meeting federal appraisal standards to the Department for approval, and prior to executing a Contract.

Applicants may not take title to Project lands, or begin construction, until Contracts are fully executed. Any such action, prior to Department and NPS approval of Acquisition documents, is at the participant's own risk.

What is the general timeline and Application process for local agencies?

May 1	Application deadline
May-July	DPR reviews Applications
July	DPR selects Projects
August	DPR forwards Projects to NPS for approval DPR notifies Applicants of approved/disapproved Projects
October	NPS approves Projects
November	DPR sends Contracts for approved Projects to agencies

What is the general timeline and Application process for state agencies?

May	DPR sends notification letter with grant amount
August 1	Application deadline
September	DPR submits Application to NPS
October	NPS approves Projects

November DPR sends Contracts for approved Projects to agencies (except DPR)

IV. ELIGIBILITY INFORMATION

Eligible Agencies

1. Local agencies eligible to share in the fund are:
 - Counties
 - Cities
 - Recreation and Park Districts
 - Special Districts with authority to acquire, develop, operate, and maintain public park and recreation areas
2. Eligible State agencies designated by law:
 - Department of Parks and Recreation
 - Wildlife Conservation Board
 - Department of Boating and Waterways
 - Department of Water Resources.

Eligibility Criteria

The LWCF is limited to outdoor public recreation, and to indoor Facilities which support outdoor public recreation activities in the immediate vicinity. Before a Project can be considered, *all* of the following conditions must be satisfied

1. The Project for which funds are requested must meet the eligibility requirements of the Land and Water Conservation Fund Act and the criteria established by the National Park Service, and be consistent with issues identified in the California Outdoor Recreation Plan.
2. An Application package must be submitted by the Application deadline.
3. The Application must have an assured source of eligible Matching funds to meet the non-federal share of the cost of the Project by the Application deadline.
4. The Applicant must have adequate land tenure.

Land Tenure

Property acquired or developed under the LWCF program must be retained in perpetuity for public outdoor recreation use. The area to be retained is identified on the Section 6(f)(3) boundary map submitted by the Applicant.

The Applicant must have adequate land tenure by the Application deadline (applies to Development Projects only). Adequate tenure consists of:

- Fee title without encumbrances that would have an adverse effect on the Project, *or*
- A fully executed, 25-year lease from the date of application from a federal agency if its land is being developed, *or*

- A fully executed lease or agreement, that adequately safeguards the *perpetual use requirement* with another public agency contained in the Land and Water Conservation Fund Act. Such safeguards must include joint sponsorship of the proposed Project, whereby the lessor would assume compliance responsibility for the fund-assisted area in the event of default by the lessee, or on expiration of the lease. This means the lessor must agree to take over the Project if the lessee is no longer involved, and that *the lessor will not use the land for any other purpose than that for which the grant was made.*

Eligible Projects

LWCF funds can be used for Acquisition or Development Projects. The Grantee shall comply with all applicable current federal and state laws and regulations affecting Acquisition and Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

Applicants may not take title to Project lands, or begin construction until a grant Contract is fully executed. Any such action, prior to Department and NPS approval of Acquisition or Development documents, is at the participant's own cost and not an allowable Grant expenditure.

Acquisition Projects

Acquisition Projects shall be for public outdoor recreation. These can be new areas, additions to existing areas, wildlife areas, beaches, open spaces, or similar properties. Acquisition can be of fee title that will accomplish the desired use and perpetuity.

All Acquisitions must comply with federal law; specifically, they must be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) 94 Statute 1894 (1970). The act provides for the uniform and equitable treatment of persons displaced from their homes, businesses, or farms, and establishes uniform and equitable land acquisition policies for federal and federally assisted programs.

The Applicant, at its own expense, will be required to submit an appraisal meeting federal appraisal standards to the Department for approval, and prior to funding approval. These standards can be found at the U.S. Department of Justice website, at <http://www.usdoj.gov/enrd/land-ack/>.

Development Projects

Development Projects shall include the construction of new and/or renovation of existing Facilities for outdoor recreation. Associated support Facilities such as lighting, parking, and restrooms are eligible. Indoor Facilities which support outdoor recreation activities in the Project area are also eligible.

Ineligible Projects

Ineligible for funding are Projects such as:

- Combination Acquisition *and* Development Projects
- Multiple Project sites under one Application

- Restoration or preservation of historic structures
- Construction of employee residences
- Interpretive Facilities which go beyond interpreting the Project site and its immediate surrounding area
- Development of convention Facilities
- Commemorative exhibits and monuments
- Construction of Facilities marginally related to outdoor recreation
- Indoor Facilities such as community centers and gymnasiums
- Facilities used primarily for spectator sports

VI. HOW TO APPLY FOR AN LWCF GRANT

Application Requirements and Checklist

Provide the original and one copy of the following:

1. LWCF Application Form. The LWCF Application Form must be completed and signed by the Applicant's authorized representative and the representative from the Applicant's planning agency (see page XX).
2. Resolution. Local agencies submit the authorizing resolution from the Applicant's governing body, using the required language in the Sample Resolution (see page XX). State agencies are not required to submit a resolution.
3. Program Summary and Narrative. Prepare the program summary and narrative statement for each Project in accordance with the instructions (see page XX).
4. Development Cost Estimate or Acquisition Schedule with source of funds. Provide a Development cost estimate (see page XX) or Acquisition Schedule (see page XX).

For source of funds, list the funds that will be used to finance 100% of the Project (as this is a reimbursement program, do not include LWCF grant). If more than one source is being used, itemize, and be specific as to the amount from each source. The only federal money eligible as a Match for this program is Housing and Community Development Block Grants.

5. CEQA. The Applicant is required to comply with CEQA. The Applicant should check with its local city or county planning agency for more information on how to complete CEQA. Applicant must submit one of the following:
 - a) A Notice of Exemption filed with, and stamped by, the county clerk, *or*
 - b) An Initial Study with a Negative Declaration, with the response from the State Clearinghouse (Governor's Office of Planning and Research), and a copy of the Notice of Determination filed with, and stamped by the county clerk, *or*
 - c) An Initial Study and an Environmental Impact Report, with the response from the State Clearinghouse (Governor's Office of Planning and Research), and a

copy of the Notice of Determination filed with, and stamped by the county clerk.

State agencies shall file documents with the State Clearinghouse (Governor's Office of Planning and Research

6. NEPA. Complete the federal Environmental Screening Form(see page XX).
7. Land Tenure (Development Projects only). If property is not owned in fee simple, provide documentation (lease, agreements, etc.) verifying that land tenure requirements have been met (see page XX).
8. Leases or Agreements. Provide a list of all *other* leases, agreements, etc., affecting Project lands or the operation and maintenance thereof, excluding those relevant to land tenure (if applicable).
9. Site Plan. For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, where the improvements will be located on the property, and the approximate square footage of the improvements. If there will be any buildings, provide floor plans.
10. Project Location Map. Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project. The map should indicate access points to the site, and include nearby recreation Facilities and parks.
11. Section 6(f)(3) Boundary Map. This map defines the area being developed or acquired with LWCF grant funds. When possible, use an assessor's parcel map (see page XX)..
12. Topographic map. Provide an 8 ½" x 11" topographical map indicating the Project site location and the Project service area. This map should be a 7.5-minute series (1:24,000 scale).
13. Compliance with Historic Preservation Act, Memorandum of Understanding
14. Certification of Compliance - Relocation Act (PL 91-646)
15. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
16. Certification Regarding Lobbying, DI 1963
17. Civil Rights Assurances, DI 1350
18. Required Regulatory Permits. Provide a list of existing and additional required permits, if applicable, the status of each, and indicate when permit approval would occur. Examples include:
 - a) State Lands Commission
 - b) San Francisco Bay Conservation and Development Commission
 - c) Regional Coastal Zone Protection Commission
 - d) Corps of Engineers
19. Photos of the Project Site.

Environmental Compliance (CEQA/NEPA)

All Applications for Land and Water Conservation Funds must contain evidence of compliance with the provisions of the California Environmental Quality Act and the National Environmental Policy Act.

CEQA Compliance

Compliance with CEQA involves preparation and processing of appropriate environmental documentation and submission of the document(s) with your Application.

For more information, refer to <http://ceres.ca.gov/ceqa/>.

CEQA Documentation to Submit with the Grant Application

Submit two copies of the appropriate document(s) listed below:

1. Notice of Exemption stamped by County Clerk; OR
2. An Initial Study, Negative Declaration, Notice of Determination stamped by County Clerk, and the State Clearinghouse Response (including any comments and necessary responses); OR
3. An Initial Study, final Environmental Impact Report, Notice of Determination stamped by County Clerk, and the State Clearinghouse Response (including any comments and necessary responses)

State agencies shall file documents with the State Clearinghouse (Governor's Office of Planning and Research).

NEPA Compliance

To carry out the National Environmental Policy Act of 1969 (Public Law 91-190), all Land and Water Conservation Fund Project proposals must be assessed for their environmental effect by the National Park Service.

NEPA Documentation to Submit with the Grant Application

To provide the National Park Service with adequate environmental data, submit the Environmental Screening Form with your Application.

Section 6(f)(3) Boundary Map

In applying for an LWCF grant, the Applicant must submit a signed and dated Project boundary map which clearly delineates the area to be protected under Section 6(f)(3) of the LWCF Act. The Project area must be readily accessible through a public corridor (i.e. parking lot, street, permanent public easement).

Land identified within the Section 6(f)(3) boundary must be retained in perpetuity for public outdoor recreation use.

Provide the following information on the Section 6(f)(3) boundary map:

1. Identify map as "Section 6(f)(3) Boundary Map"
2. Signature and date on map by the individual authorized in the resolution

VII. PROGRAM NARRATIVE AND CRITERIA

Project Summary

To facilitate the Department's understanding of the proposed Project, provide a one- page summary (maximum) that clearly explains the Project and any additional enhancement or Development plans to be made to the Project site. The one-page summary will not be scored.

Project Selection Criteria Introduction

- The Applicant must respond to the following criteria in the order in which they appear.
- Please respond to each criterion separately.
- Limit the written response to no more than 15 pages, 8½" x 11" paper, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 15 pages.
- The meanings of capitalized words and phrases used below can be found in the definitions section on page XX.

Compliance with 2002 California Outdoor Recreation Plan

Priority Statewide Outdoor Recreation Needs

1. Using the priority listing below, list the proposed outdoor recreation venues the Project provides or supports, and itemize the percent of total Project cost for each activity. These priorities were established for 10 recreation venues. Differentiate between those Facilities that provide opportunity (picnic areas, access to venues, tot lots, etc.) and those that provide support (restrooms, utilities, etc). The information base for these priorities was a public opinion survey published by the California Department of Parks and Recreation, under the title "Public Opinions and Attitudes on Outdoor Recreation in California – 2002."

These categories are based on ratings for "Participation, Latent Demand for New Public Facilities and Public Support" in the survey referred to above. The categories and point values are shown on the following page.

Multi-Activity Facilities

When a grant request would provide Facilities for more than one venue, a combined point value is based on each venue's share of the total Project cost. The pro-rata value of each proposed venue is in proportion to the cost of developing Facilities to provide for each venue.

Other Facilities

Projects that include grant requests for a recreation venue not listed as a statewide outdoor recreation priority will be categorized as "other" and given a score of one point.

Support Facilities scored as Recreational Venues

If there are support Facilities that are necessary for a direct recreational opportunity (e.g. to insure safety or provide necessary access), the Facility may be considered as a recreational venue and should be categorized under the corresponding outdoor recreation priority. The Section 6(f)(3) boundary map needs to include the recreational venue and the necessary support Facility.

Support Facilities

Projects involving solely support Facilities (i.e. restrooms, utilities) which are needed to improve the quality of the recreation experience but aren't necessary for the recreation experience will be considered for funding. However, support Facilities are deemed to be considerably lower in priority than Facilities which provide direct opportunities for recreation use. Points will be deducted based on the ratio of support Facilities cost versus total Development cost.

- Three points will be subtracted from the total score if the cost of the support Facilities is 15% of the total cost or greater.
- Five points will be subtracted from the total score if the cost of support Facilities is 40% of the total Project or greater.

Acquisition Projects

An Acquisition proposal will be evaluated based on the Facilities to be developed later. The Applicant must provide a proposed cost estimate on how the land to be acquired will be developed, and also indicate when the Development will take place. This aspect of scoring will be based on the priority rating of the venues to be offered.

To receive maximum points, the Project shall address the priority 1 venue, and less than 15% of the total construction cost shall be for support Facilities.

Priority	Recreation Venues	Points
Priority 1	Trails	15
Priority 2	Campgrounds Picnic Areas	14
Priority 3	Natural areas and cultural areas with public access for recreational use Outdoor nature museums Zoos Arboretums Outdoor cultural sites	12
Priority 4	Open turf Sports fields and courts Event areas Festivals Fairs Concerts Outdoor theaters	11
Priority 5	Aquatic-based Facilities and access	10
Priority 6	Playground equipment Tot lots	8
Priority 7	Golf Facilities	6

Priority 8	Snow play areas	4
Priority 9	Skate park areas	2
Other		1

Identification of CORP Priority Issues

2. Describe how the proposed Project is consistent with CORP priority issues and how the Project meets the community demands of outdoor recreation. The Applicant should identify those issues in CORP that are most relevant to the Project under consideration and explain how the Project will help resolve the issues.

To receive maximum points, the Applicant must show how the Project addresses at least three issues, including one bulleted example within each issue.

Issue I: The status of parks and recreation

- Projects which create effective partnerships with community-based organizations and others, including stakeholders from the educational, health, and public safety communities.
- Projects, which, in addition to their recreation values, promote the economic, social, and cultural benefits to the community and which involve a high degree of community support.

Issue II: Financing parks and outdoor recreation

- Projects which serve to strengthen the agency’s ability to secure local funding.
- Projects which demonstrate increased agency efficiencies by building alliances with other service providers and the private sector; by consolidating functions and reducing redundant activities; and by supplementing the delivery of services through the innovative use of volunteers, non-profit groups, land trusts, and the like.
- Projects which leverage Land and Water Conservation Funds with other non-local funds (beyond the local Matching requirement) to accomplish Projects of a larger scale than would be possible through each fund source independently.

Issue III: Access to public parks and recreation resources

- Projects, which respond to under-served populations and emerging needs with particular emphasis on economically disadvantaged populations.
- Projects involving the replacement or rehabilitation of outdated, overused, or worn-out Facilities.
- Projects, which demonstrate innovative approaches to relieving pressure on highly, used lands and Facilities.
- Projects that preserve open-space corridors, allow for connections to trail systems and encourage multiple use of trails.

Issue IV: Protecting and managing natural resources

- Projects which involve multi-agency actions to relieve pressure on existing natural resources through the Acquisition of additional lands or which reduce the overuse and misuse of park lands and Facilities.
- Project which test and develop new resource management skills; demonstrate an enhanced concept of stewardship; and promote a conservation ethic with regard to the protection and management of natural resources.
- Projects which involve and develop non-traditional sources of funding for resource protection.
- Projects which acquire, restore or preserve sensitive or degraded Wetlands.
- Projects which provide greater opportunities for celebrating California's cultural heritage and diversity among a wide range of ethnic groups.

Issue V: Statewide leadership in parks and outdoor recreation

- Projects which build alliances with other recreation providers, non-profits, and the private sector and which develop a coalition of interests towards a common vision.
- Projects which demonstrate a high degree of creativity and which result in the development of new skills for staff and managers.
- Projects which demonstrate an enhanced concept of stewardship; and promote a conservation ethic with regard to the provision of park and recreation lands, Facilities, and programs.

<p>15 Points: The Project helps resolve <i>three or more</i> of the issues in CORP.</p> <p>10 Points: The Project helps resolve <i>two</i> of the issues in CORP.</p> <p>5 Points: The Project helps resolve <i>one</i> of the issues in CORP.</p> <p>0 Points: The Project <i>does not</i> help resolve <i>any</i> of the issues in CORP.</p>
--

Need for the Project

Outdoor Recreational Opportunities

3. Explain how the Project meets the local needs. Identify other similar outdoor recreational opportunities in the area, if any, and demonstrate the differences between recreational supply and demand for the proposal Project. Define the Project's Service Area consistent with the type of Project. The Project's Service Area, once defined by the Applicant, must be the same for Project Selection Criteria numbers 4, 5, 6, and 8.

The maximum number of points will be given to an Applicant that substantiates a lack of similar outdoor recreational opportunities in the area.

20 Points:

Applicant substantiates no other similar outdoor recreational opportunities exist in the service area or Project is an essential phase in completion of a multi-phase Project, and/or there is a *high* demand for the proposed Project.

13 Points:

Applicant substantiates some similar outdoor recreational opportunities exist in the service area or Project is a somewhat essential phase in completion of a multi-phase Project, and/or there is a *medium* demand for the proposed Project.

7 Points:

Applicant substantiates other similar outdoor recreational opportunities in the service area or Project is a phase in completion of a multi-phase Project, and/or there is limited demand for the proposed Project.

0 Points:

No response, or not adequately addressed.

Public Involvement

- 4. Explain what methods were used to include the affected community residents in the Project Service Area defined in criterion 3 in the Project planning process.

The maximum number of points will be given to a Project that includes participation by the broadest representation of the affected community residents.

5 Points:

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

3 Points:

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

1 Point:

The Applicant has made *limited effort* to involve the broadest representation of the affected community residents in the Project planning process or does not respond to the criterion.

0 Points:

No response, or not adequately addressed.

Population and Population Density

- 5. Provide the population and population density for the Project Service Area defined in criterion 3. Projects that will serve high population and population density will be given priority over Projects serving lower population and density. Use the most recent U.S. Census or California Department of Finance census data.

The maximum number of points will be given to a Project that serves a high population and/or population density.

10 Points:

Population of Project service area is *greater than 100,000* or the population density is greater than *1,000* people per square mile.

7 Points:

Population of Project service area is *between 50,000 and 100,000* or the population density is between *500 and 1,000* people per square mile.

3 Points:

Population of Project service area is *less than 50,000* or the population density is less than *500* people per square mile.

0 Points

No response, or not adequately addressed.

Project-Specific Criteria

Cost-Use Benefit

6. Provide the expected annual visitation upon completion of the proposed Project, and describe the projected increase in outdoor recreation use compared to cost of the proposed Project. Projects whose Development costs are low in comparison to the increase in recreation use generated by the Project will be ranked higher than more costly Projects with less increased recreation use. For Acquisition Projects, describe how the projected Development will increase outdoor recreational use immediately or upon Development.

The maximum number of points will be given to a Project that will result in a substantial increase in outdoor recreation compared to the cost of the Project.

5 Points:

Applicant substantiates a *high* projected increase in outdoor recreation use compared to the cost of the Project.

3 Points:

Applicant substantiates a *moderate* projected increase in outdoor recreation use compared to the cost of the Project.

1 Point:

Applicant substantiates an *insignificant* projected increase in outdoor recreation use compared to the cost of the Project.

0 Points:

No response, or not adequately addressed.

Accessibility

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

Project will provide to those challenges? Examples of barriers include, but are not limited to, flood channels, inadequate parking, and lack of public transportation.

The maximum number of points will be given to a Project with reasonable user fees, if any, long daily operating hours and open on weekends, and more than one clear solution to be provided to obstacles found within the area served by the Project.

5 points:

The Project will have:

- Reasonable fees that will not deter use, or, no user fees.
- Long daily operating hours, and open on weekends.
- No obstacles exist, or there is more than one clear solution to obstacles found within the Project's service area.

3 points:

The Project will have:

- User fees that may deter use by some residents.
- Daily operating hours, and open on weekends.
- No obstacles exist, or there is at least one clear solution to obstacles found within the Project's service area.

1 point:

The Project will have:

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

0 points:

No response, or not adequately addressed.

Priority Acquisitions (Acquisition Projects only)

8. Explain how the Acquisition is urgent and will help resolve the critical lack of park, recreation and open space areas or presence of Wetlands. Higher priority will be given to those Projects that include open space that can be readily used for park and recreation purposes. Urgency of Acquisition becomes a factor when immediate action is critical to save an outdoor recreation opportunity from being lost to the public.

The maximum number of points will be given to a Project that demonstrates the most urgent threat of loss of outdoor recreational opportunity and/or Acquisition that involves Wetlands.

5 Points:

Acquisition *is critical* to preserve park, recreation and open space lands or Wetlands that are at risk to other development.

3 Points:

Acquisition is somewhat critical to preserve park, recreation and open space lands or Wetlands that are somewhat at risk to other development.

0 Points:

No response, or the Acquisition *is not critical* to preserve park, recreation and open space or Wetlands that are at minimal or no risk to other development.

Suitability (Development Projects only)

9. Describe how the Project site is suitable for the proposed Development (e.g. minimizes negative impacts on the environment, surrounding neighborhood).

The maximum number of points will be given to a Project that demonstrates site suitability by minimizing negative impacts on the environment or surrounding neighborhood.

5 Points:

Applicant demonstrates the Development is *very* suitable for the Project site.

3 Points:

Applicant demonstrates the Development is *somewhat* suitable for the Project site.

0 Points:

No response, or not adequately addressed.

Applicant-Specific Criteria

Readiness

10. Demonstrate that the Project will be Fully Usable within 5 years of the grant Contract approval date and describe how the requested grant amount and Match will result in a completed Project.

- Will the requested grant amount, Match and any additional funds meet all Project costs?
- Provide a timeline that describes the key milestones of the proposed Project.

The maximum number of points will be given if the Match, combined with the requested grant amount, will result in a completed Project.

5 Points:

The Applicant provides *clear evidence* that grant and Match will meet all Project costs and will be completed in 5 years.

3 Points:

The Applicant provides *less clear evidence* that grant and Match will meet all Project costs and will be Fully Usable in 5 years.

1 Point:

The Applicant provides *little evidence* that grant and Match will meet all Project costs and will be Fully Usable in 5 years.

0 Points:

The Applicant provides *no evidence* that grant and Match will meet all Project costs and be Fully Usable in 5 years.

Performance

11. Provide information about the Project manager or management team's ability to successfully complete the Project by answering the following:

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

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

5 points:

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

3 points:

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

1 point:

A Project Manager or management team is identified, and has *no* experience that qualifies them to manage this Project. If a Project manager or management team is not yet identified, the Applicant provided a plan that lacks some clarity to hire a qualified Project manager or management team to successfully complete the Project.

0 points:

No response, or the Project will not have a Project Manager or management team.

Operation and Maintenance

12. Describe the plan for long-term maintenance and operation of the Project by answering the following:

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

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

5 Points:

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

3 Points:

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

1 Point:

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

0 points:

No response, or not adequately addressed.

VIII. ADMINISTRATIVE PROCEDURES

LWCF Signage

NPS requires suitable permanent signage acknowledging LWCF assistance at all Project sites. Such signage shall acknowledge the federal-state-local partnership role in creating high-quality outdoor recreation areas and Facilities. The Department will send the sign to the Grantee upon completion of the Project. The Grantee shall permanently install the sign near the entrance to the Project site prior to final inspection.

For Development Projects in excess of \$500,000, temporary signage is required during construction.

Compliance Inspections

In order to assure that properties acquired or developed with LWCF assistance are being retained and used for public outdoor recreation in accordance with the Grant Contract and program requirements. The State shall perform a compliance inspection within five years after Project completion and at least once every five years thereafter.

Fiscal Information

Matching Funds

The Application must have an assured source of eligible Matching funds to meet the cost of the Project by the Application deadline. The formula is 50%/50%; one Applicant dollar to one federal dollar. The Applicant may Match its share of costs with money, services, or real property. The only federal money eligible as a Match for this program is federal Housing and Community Development block grants.

Projects involving use of donated real property as all or part of the Matching share must meet the federal appraisal standards. These standards can be found at the U.S. Department of Justice website, at <http://usdoj.gov/enrd/land-ack/>.

This is a reimbursement program. Applicants are expected to finance the entire Project. Fifty percent of the actual expenditures, not exceeding the grant amount, less the administrative surcharge, will be reimbursed for Project costs. The Project cost estimate should allow for cost increases.

Surcharge

The state's cost of administering LWCF program is paid by a surcharge from each grant. The range of the surcharge is generally between 2%-6%, but it may vary beyond that range. One-half of the state's surcharge is paid by the Grantee, and will be deducted from the reimbursement at the time of payment.

A surcharge will be deducted from the federal reimbursement of Project costs before the funds are released to the Grantee. The payment will reflect 50 percent of the eligible Project costs identified in the Contract less the applicable surcharge.

Project Costs

Fund assistance is provided for Project costs incurred in performing the work approved in the grant Contract. Project costs are all necessary charges incurred by a Grantee in accomplishing the objectives of a Project during the Project period.

Expenditure Guidelines

The following summarizes the expenditure guidelines that shall be applied in determining Project costs:

1. Expenditures must be incurred for work approved in the "Project Description" of the Contract, and listed in the cost estimate included with the Project Application.
2. Expenditures must be incurred within the Project period. That is the physical accomplishment of the work and actual expenditures incurred within the dates established as the Project period in the Contract, and not when funds are obligated or bills are paid.
3. Expenditures claimed must not exceed the Grantee's actual Project cost for the item or the fair market value of the item, whichever is less.
4. Expenditures must be properly accounted.

LWCF ELIGIBLE COSTS CHART

COSTS	EXPLANATION
Non-Construction Costs	<ul style="list-style-type: none"> • Costs including Project planning (excluding grant writing costs), appraisals, and negotiations, up to 25% of the grant amount.
Personnel or Employee Services	<ul style="list-style-type: none"> • Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project • Must not exceed Grantee's established rates for similar positions • Time and attendance records must describe work performed, be identified to the Project, and be signed by the employee and his supervisor. • Fringe benefit costs (i.e. vacations, holidays, sick leave, insurance, retirement plans, social security contributions) that are regularly provided to employees by the participant shall be computed in proportion to the time spent on a Project • Overtime in excess of normal work periods may be charged when the participant has an established overtime policy, and the basic work period was devoted to the same Project. • The cost of a supervisor may be included when he spends all or a measurable percentage of time on a Project • When one department or agency performs work for another organization in the same State or public agency, the costs may be shared by the fund.
Consultant Services	<ul style="list-style-type: none"> • Consultants must be paid by the customary method and rate of the participant, whether by per diem, salary, fee for services, or other method. • Consultants may be reimbursed for travel and other expenses. • Consultant fees may not be paid to employees unless specifically agreed to by the State and National Park Service (NPS).
Equipment	<ul style="list-style-type: none"> • The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes • The Grantee may use the California Department of Transportation's equipment rental rates as a guide • If equipment is purchased rather than rented, the Project shall be credited with the residual value (market value) to the equipment at Project completion. • The equipment use charges must be made in accordance with the Grantee's normal accounting practices • Equipment use reports or other source documents must describe the work performed, be identified to the Project, and be signed by the operator and supervisor (in case of use reports). • Maintenance and repair costs necessary for upkeep of equipment during Project use are allowable, as long as they are not covered by user fees or similar fee arrangements.
Supplies and Materials	<ul style="list-style-type: none"> • May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay • The Grantee may only claim those costs directly related to the Project • Supplies and materials purchased with the intent of constructing a piece of equipment, a structure, or elements of a structure may be charged either as supplies and materials or capitalized, according to the participant's normal policy.

Travel	<ul style="list-style-type: none"> • Travel necessary to the execution of a Project, carried out within the policies and procedures of the participant • Travel record must be maintained.
Information/Communication Costs	<ul style="list-style-type: none"> • Information activities related to a Project, including information and direction signs at the entrances of recreation areas, and at other necessary sites throughout the area. • Communications costs such as telephone services, telegrams, postage, that are identified with and closely related to the execution of the Project.
Construction	<ul style="list-style-type: none"> • Allowable construction activities, from site preparation (including demolition, excavation, grading, and the like) to completion of a structure. • Construction may be accomplished either through a contract with a private firm or by use of the participant's own personnel and equipment (force account)
Acquisition Costs	<ul style="list-style-type: none"> • Capital expenditures for Acquisition of real property, easements, and other rights and interest in real property when the cost is incurred within the approved Project period. • Tenure of such interest shall be for perpetuity, in order for the expenditures to be Matched.
Relocation Costs	<ul style="list-style-type: none"> • Costs resulting in displacement of a person/business • The Grantee shall comply with state Relocation Act and federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. • Relocation must be listed as a separate item in the Project Scope and the Grant Contract. • Relocation costs must be incurred within the Project period.
Other Expenditures	<ul style="list-style-type: none"> • Premiums on hazard and liability insurance to cover personnel and property directly connected with the Project. • Lease or rental charges on equipment or space for the Project are allowable when the Grantee determines that such an arrangement is the most efficient and economical. • Transportation costs for moving equipment or personnel to the site of a Project are allowable if not otherwise covered.
Indirect Costs	<ul style="list-style-type: none"> • Costs incurred to meet administrative and other overhead expenses, if they are reasonable, are supported by adequate documentation, and are allocated equitably. • Indirect costs customarily charged to Projects by the participant, allocated in accordance with generally accepted accounting practices. • The indirect cost rate must be previously approved by an appropriate federal agency.

Project Payment Requests

Payment is made on a reimbursement basis. Up to 90% of the grant maybe reimbursed for eligible expenditures prior to Project completion. Payments may be submitted at any time for a completed phase of construction, but not more frequently than monthly.

A payment request is made by preparing and submitting one copy of the Payment Request Form DPR 423. This form will be used for both Acquisition and Development Projects. In addition, the appropriate support documents must be submitted with the payment request.

For Acquisition Projects, any relocation payments must be supported by appropriate forms as required under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970.

Support Documents

In addition to submitting one copy of the Payment Request Form DPR 423, the following support documentation is required.

Reimbursement Payments	<ul style="list-style-type: none"> • Summary of costs identifying the Project expenditures to date. Use the Project Cost Summary form. • A brief status report outlining the percentage and description of work completed, and a timetable for a completion of remaining work. Include reasons for delays, if any, etc.
Final Payment – Development Projects	<ul style="list-style-type: none"> • Project Completion Packet. Identify the actual expenditures for the park and recreation Facilities that were constructed. • A copy of a site plan that clearly indicates the Facilities actually constructed with grant funds and the location of the LWCF sign.
Final Payment – Acquisition Projects	<ul style="list-style-type: none"> • Project Completion Packet, including the Acquisition summary form. • If applicable, relocation exhibits as needed under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970.

Accounting Requirements

Recipients of federal fund assistance are responsible for maintaining fiscal controls and fund accounting procedures that will show the following:

1. The disposition of the proceeds of fund assistance.
2. The total costs of the Project or undertaking in connection with which such fund assistance is given or used.
3. The amount and nature of that portion of the Project cost supplied by other sources.
4. Any other records and controls that will facilitate an effective audit.

The fiscal controls and accounting procedures used to record Project costs and fund receipts should be based on generally accepted accounting standards and principles.

Record Retention

1. Financial records, supporting documents, statistical records, and other records pertinent to a grant program shall be retained for a period of three years after final payment by the federal government, with the following qualifications:
 - a. The records shall be retained beyond the three-year period if audit findings have not been resolved.
 - b. Records for nonexpendable property that was acquired with federal grant funds shall be retained for three years after its final disposition.

2. The Secretary of the Interior and 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 that are pertinent to a specific Project for the purpose of conducting audits and examinations or making excerpts and transcripts.

Program Income

Program income represents earnings by the Grantee realized from the grant-supported activities. Such earnings exclude interest income, and may include, but will not be limited to, income from service fees, sale of commodities, usage or gross rental fees, sale of assets purchased with grant funds, and royalties on patents and copyrights. Program income can be reported on a cash or accrued income basis.

All program income earned during the Project period shall be retained by the Grantee, and shall be:

1. Added to funds committed to Project, and be used to further eligible program objectives, or
2. Deducted from the total Project costs for the purpose of determining the net costs on which the federal share of costs will be based.

Audit

The LWCF program is subject to the provision of the Single Audit Act (Public Law. 98-502 and October 19, 1984, 98 STAT. 2327, 31 USC §7501 et Seq). This act focuses on the Grantee's jurisdiction as a grant recipient, rather than on individual Projects.

The Single Audit Act requires:

1. Local governments that receive more than \$100,000 of federal financial assistance a year shall have an audit conducted in accordance with Office of Management and Budget Circular No. A-128.
2. Local governments that receive between \$25,000 and \$100,000 of federal assistance a year shall have an audit conducted in accordance with Office of Management and Budget Circular A-128, or in accordance with federal laws and regulations governing the programs in which they participate.
3. Local governments that receive less than \$25,000 of federal financial assistance a year shall be exempt from compliance with the Single Audit Act, and other federal audit requirements.

Federal financial assistance includes funds received from all federal sources and not limited to the LWCF program.

The audit shall be made by an independent auditor, in accordance with generally accepted government auditing standards covering financial and compliance audits. It shall be made annually unless a jurisdiction has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits, in which case biennial audits, covering both years, are permitted.

The Single Act provides for cognizant agencies to oversee implementation of Circular No. A-128. In most cases the cognizant agency for a jurisdiction will be the federal agency that provides them with the most funds, whether directly or indirectly. The cognizant agency has a number of responsibilities, including providing technical advice and liaison to local governments and independent auditors.

Although the California Department of Parks and Recreation will not be performing Project-by-Project audits on Land and Water Conservation Fund Projects, copies of single audit should be sent to the Chief, Office of Grants and Local Services, and the Chief, Audits Office, each year that a jurisdiction has an active Project.

Appendix A - Application

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

LAND AND WATER CONSERVATION FUND PROGRAM APPLICATION

This form and required attachments must be submitted for each Project site.

PROJECT NAME	Amount of grant requested \$ _____
TYPE OF PROJECT: <input type="checkbox"/> Acquisition <input type="checkbox"/> Development	Estimated Total Project Cost \$ _____

Grant Applicant (Agency, address, and zip code)	PROJECT ADDRESS (including zip code)		
	COUNTY	NEAREST CITY	

PROJECT LATITUDE AND LONGITUDE	Congress District No.	Senate District No.	Assembly District No.
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Grant Applicant's Representative Authorized in Resolution

Name (<i>typed or printed</i>) and Title	E-mail Address	Phone
Person with day-to-day responsibility for Project (<i>if different from authorized representative</i>)		

Name (<i>typed or printed</i>) and Title	E-mail Address	Phone
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Brief description of Project

<p>For Development Projects – Project land is: _____ acres</p> <p><input type="checkbox"/> Land is held in fee title by Grant Applicant</p> <p><input type="checkbox"/> Land held under a perpetual lease agreement</p> <p><input type="checkbox"/> Federal land is held under a minimum 25 year lease at the time of application</p>	<p>For Acquisition Projects – Project land will be _____ acres</p> <p><input type="checkbox"/> Land to be acquired in fee simple by Grant Applicant</p> <p><input type="checkbox"/> Land to be acquired in other than fee simple (<i>explain</i>)</p> <p>_____</p> <p>_____</p>
---	---

I certify that the information contained in this Project Application form, including required attachments, is accurate and that this Project is consistent with the park and recreation element of the applicable city or county general plan or the district park and recreation plan and will satisfy a high priority need.

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

Appendix B - Resolution

RESOLUTION

Resolution No. _____

RESOLUTION OF THE (Applicant’s Governing Body)

**APPROVING THE APPLICATION FOR LAND
AND WATER CONSERVATION FUND
PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the State Department of Parks and Recreation is responsible for administration of the program in the state, setting up necessary rules and procedures governing Application by local agencies under the program; and

WHEREAS, said adopted procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Applications and the availability of eligible Matching funds prior to submission of said Applications to the state; and

WHEREAS, the proposed _____ (Name) _____ Project is consistent with the Statewide Comprehensive Recreation Resources Plan *California Outdoor Recreation Plan - 2002*; and

WHEREAS, the Project must be compatible with the land use plans of those jurisdictions immediately surrounding Project;

NOW, THEREFORE, BE IT RESOLVED that the _____ (Governing Body) _____ hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance; and
2. Certifies that said agency has Matching funds from the following source(s): _____ (list sources) _____ and can finance 100 percent of the Project, half of which will be reimbursed; and
3. Certifies that the Project is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and
4. Appoints the _____ (Title) _____ as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, contracts, amendments, payment requests, and so on which may be necessary for the completion of the aforementioned Project.

Appendix C – Development Cost Estimate

SAMPLE Development Cost Estimate with Percentages by Type of Recreation Venue

Refer to Priority Recreation Venues Chart

This form or equivalent must be submitted for all Projects.

Construction Costs

<u>Direct Opportunity</u>	<u>Projected Cost</u>	<u>Priority Rating</u>	<u>Percentage of Construction Costs</u>
Recreation venue	\$		
Recreation venue	\$		
Recreation venue	\$		
 Support Facilities	 \$ \$ \$		
Subtotal	\$		

Non-Construction Costs

<u>Engineering and Administration</u>	
Engineering and Architectural Fees	\$
Administration	\$
Contingencies	\$
Subtotal	\$
TOTAL PROJECT COST	\$

Source of Applicant's Funds and Amounts

_____	\$
_____	\$
_____	\$

Appendix D – Acquisition Schedule

SAMPLE ACQUISITION SCHEDULE

Assesors Parcel #	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost

Total Acreage

Subtotal \$

Administration of relocation program \$

Grand Total \$

Appendix E – NEPA Environmental Screening Form

**National Park Service
Land and Water Conservation Fund Project Application
Environmental Screening Form**

Project Name:

Project Description:

Instructions

Following completion of a site visit and consultation with potentially effected agencies and/or tribes, complete the following checklist based upon your knowledge of the Project site and immediate vicinity, including all portions of the park to be included within the Section 6(f)(3) boundary map. If you are "unable to determine" the potential effect on a described resource, efforts should be undertaken to acquire available information on the resource or the effect of the grant funded Project on the resource. If the proposal is determined to have an effect (checked "yes") or the preparor is unable to determine if the proposal will have an effected (checked "unable to determine"), the proposal will be subject to further environmental review, not withstanding other determinations under state environmental review laws and regulations.

If the proposal is determined to have no environmental effect (checked "no"), the Project may qualify for a categorical exclusion (CE) from further environmental review. Check applicable categorical exclusions identified in the attached listing for appropriate Project elements. If all elements of the proposed Project do not conform to the identified CEs, an Environmental Assessment (EA) must be prepared on the Project. Prior environmental reviews prepared for compliance with state environmental review requirements may satisfy EA requirements. Enclose copies of such environmental review reports, including decision documents and evidence of public involvement with this form.

Would the proposal, if implemented:

	Yes	No	Unable to Determine
A. Have material adverse effects on public health or safety?			
B. Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; Wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register of Natural Landmarks?			
C. Have highly controversial environmental effects?			
D. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?			
E. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?			
F. Be directly related to other actions with individually insignificant,			

	Yes	No	Unable to Determine
but cumulatively significant, environmental effects?			
G. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?			
H. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?			
I. Require compliance with Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act?			
J. Threaten to violate a federal, state, local, or tribal law or requirement imposed for the protection of the environment?			
K. Involve unresolved conflicts concerning alternative uses of available resources (NEPA Sec. 102(2)(E))?			
L. Have a disproportionate, significant adverse effect on low-income or minority populations (EO 12898)?			
M. Restrict access to and ceremonial use of Indian sacred sites by Indian practitioners or adversely affect the physical integrity of such religious sacred sites (EO 13007).			
N. Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Weed Control Act)?			
O. Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of non-native invasive species (EO 13112)?			
P. Require a permit from a federal, state, or local agency to proceed, unless the agency from which the permit is required agrees that a CE is appropriate?			
Q. Have the potential for significant impact as indicated by a federal, state, or local agency or Indian tribe?			
R. Have the potential to be controversial because of disagreement over possible environmental effects?			

Please answer the following questions.

1. Are the personnel preparing this form familiar with the site?
2. List the names of those who conducted the site visit(s)
3. List the date(s) of the site visit(s)
4. Has consultation with all affected agencies or tribes been completed?

Provide a description of all the coordination with other agencies and affected Indian tribes incorporated into planning this Project and evaluating possible environmental impacts (copies of meeting logs may be attached, or fill out the following table):

Description of agency/tribal contact	Date	Description of attendees /recipients	Location

5. Provide a description of all the public involvement incorporated into planning this Project and evaluating possible environmental impacts (copies of meeting logs may be attached, or fill out the following table):

Name of event/meeting of public involvement measure	Date	Description of attendees /recipients	Location

Certification

In signing this form, you are certifying that you have completed a site visit or are familiar with the specifics of the Project, that you have consulted with affected agencies and tribes, and that the answers to the questions posed in the checklist are, to the best of your knowledge, correct.

Printed name of lead preparer

Title

Signature

Date

Names of other preparors:

Categorical Exclusions

Applicable to the Land and Water Conservation Fund Grant Program

A. Land Acquisition and Conversions

- _____ 1. Grant for Acquisition of areas that will continue in the same of lower intensity use with no additional disturbance to the natural setting or type of use (3.4.F(2))
- _____ 2. Land Acquisition, if anticipated uses would have not potential for environmental impact. (3.4.C(1))
- _____ 3. Land exchanges that will not lead to anticipated changes in the use of land and no potential for environmental impact. (3.4.C(3))

B. Park Renovation, Rehabilitation, or Replacement of Existing Facilities

- _____ 1. Grants for replacement or renovation of Facilities at their same location without altering the kind and amount of recreation, historical, or cultural resources of the area or the integrity of the existing setting. (3.4.F(3))
- _____ 2. Grants for the restoration, rehabilitation, stabilization, preservation, and reconstruction (or authorization thereof) of properties listed on or eligible for listing on the National Register of Historic Places, at their same location, and provided that such actions:
 - i. Will not alter the integrity of the property or its setting.
 - ii. Will not increase public use of the area to the extent of compromising the nature and character of the property.
 - iii. Will not cause a nuisance to adjacent property owners or occupants. (3.4.C(6))
- _____ 3. Routine maintenance and repairs to non-historic structures, Facilities, utilities, grounds, and trails. (3.4.C(3))
- _____ 4. Repair, resurfacing, striping, installation or traffic control devices and repair and replacement of guardrails, culverts, signs, and other minor existing features on existing roads when no potential of environmental impact exists. (3.4.C(9))
- _____ 5. Replacement in kind of minor structures and Facilities with little or no change in location, capacity, or appearance-for example, comfort stations, pit toilets, fences, kiosks, signs, and campfire circles. (3.4.C(8))
- _____ 6. Minor trail relocation or development of compatible trail networks on logging roads or other established routes. (3.4.C(12))
- _____ 7. Minor landscaping in areas showing clear evidence of recent human disturbance. (3.4.C(17)).

C. Development of New Park and Recreation Facilities

- _____ 1. Grants for the construction of new Facilities on lands acquired under a previous NPS or other federal grant, provided that the Development is in accord with plans submitted with the Acquisition grant, and that environmental documents have been completed on the impacts of the proposal funded by the original grant. (3.4.F(4))
- _____ 2. Grants for the construction of new Facilities with an existing park or recreation area, provided that the Facilities will not:
 - i. Conflict with adjacent ownership or land use, or cause a nuisance to adjacent owners or occupants, such as would happen if use were extended beyond daylight hours.

- ii. Introduce motorized recreation vehicles, including off-road vehicles, personal water craft, and snowmobiles.
 - iii. Introduce active recreation pursuits into a passive recreation area.
 - iv. Increase public use or introduce non-compatible uses to the extent of compromising the nature and character or the property or causing physical damage to it.
 - v. Add or alter access to the park from the surrounding area. (3.4.F(5))
- _____ 3. Installation of signs, displays, and kiosks. (3.4.C(5))
 - _____ 4. Installations of wells, comfort stations, and pit or vault toilets in areas of existing use and in developed areas. (3.4.C(11)).
 - _____ 5. Minor trail relocation or Development of compatible trail networks on logging roads or other established routes. (3.4.C(12))
 - _____ 6. Installation of underground utilities in areas showing clear evidence of recent human disturbance or areas within an existing road prism or with an existing overhead utility right-of-way. (3.4.C(16))
 - _____ 7. Minor landscaping in areas showing clear evidence of recent human disturbance. (3.4.C(17)).
 - _____ 8. Installation of fencing enclosures, exclosures, or boundary fencing posing no effect on wildlife migrations. (3.4.C(18))

Appendix F – Compliance with Historic Preservation Act, Memorandum of Understanding

COMPLIANCE WITH HISTORIC PRESERVATION ACT
MEMORANDUM OF UNDERSTANDING - NPS/LWCF GRANT

APPLICANT:
PROJECT(S):

I have determined that the Applicant's LWCF Acquisition and/or Development Project(s) will not adversely affect cultural properties included in or eligible for inclusion in the National Register of Historic Places. This determination is contingent upon the Applicant's concurrence that any plans for Development, not to exclude minor improvements involving ground disturbance, will be submitted to the State Historic Preservation Officer for review and comment at the earliest opportunity. In the event that Development plans will not be formulated and/or implemented by the Applicant, but by another agency or group, the Applicant will assume the responsibility for ensuring that all provisions and stipulations contained herein are executed, as needed, jointly with that agency or group or independently by that agency or group. This determination is further contingent upon the Applicant's commitment to implement in good faith the following program of compliance with 36 Code of Federal Regulations 800, Executive Order 11593 and Section 106 of the National Historic Preservation Act of 1966, as amended:

1. The Applicant accepts the premise that proper cultural resources identification, evaluation and management will be an integral part of the planning process for the Project(s) pursuant to 36 Code of Federal Regulations 800.4.
2. Accordingly, prior to the commencement of any physical Development activity, the Applicant or his designee will arrange to have appropriately qualified professionals perform such investigations as may be necessary to:
 - a. Identify, evaluate and manage any cultural values located within the Project(s)'s potential area of environmental impact that are included in or may be eligible for inclusion in the National Register of Historic Places.
 - (1) If, after consultation with the State Historic Preservation Officer, any values not already included in the National Register are determined to be eligible for inclusion in the National Register, the Applicant or his designee will nominate them to the Register according to established procedures. Nominations shall be submitted to the State Historic Preservation Officer no later than six months after the adoption of a final Development plan.
 - b. Determine, in consultation with the State Historic Preservation Officer, if and to what extent, these values may be adversely affected by planning, Development, operation and maintenance activity pursuant to 36 Code of Federal Regulations 800.5.

- c. Develop and implement prudent and feasible measures, acceptable to the Applicant or his designee and the State Historic Preservation Officer, capable of either effectively mitigating or avoiding adverse effects on National Register and National Register values. Avoidance and protection will be preferred objectives. However, should discussions indicate that only something less is achievable, that course of action which is likely to cause the least unnecessary damage to these values will proceed.

Documentation of compliance with each of these stipulations as needed will be submitted to the State Historic Preservation Officer for review and comment in a timely fashion.

The Applicant or his designee will unilaterally determine the time most suitable for the commencement of cultural resource investigations acknowledging, however, that:

1. They will constitute a part of the planning process providing data for sound, advance planning decisions.
2. They will be completed before a final Development plan is adopted and any physical activity begins.

Failure to comply with any of the provisions and stipulations therein contained shall constitute ground for revocation of a no adverse effect determination and shall require full application compliance with the Advisory Council procedures.

By _____
Authorized Representative

Date

To Be Completed by State:

By _____
State Historic Preservation Officer

Date

The California Historical Resources Information System

The following institutions are under agreement with the Office of Historic Preservation to:

1. Integrate information on new Resources and known Resources into the California Historical Resources Information System.
2. Supply information on resources and surveys to government, institutions, and individuals who have a need to know.
3. Supply a list of consultants qualified to do historic preservation fieldwork within their area.

Information Centers	Counties	Information Centers	Counties
Ms. Leigh Jordan, Coordinator Northwest Information Center Sonoma State University 1303 Maurice Avenue Rohnert Park, CA 94928 (707) 664-0880 Fax (707) 664-0890 nwic@sonoma.edu	Alameda, Colusa, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Yolo	Dr. Michael Glassow, Coordinator Central Coast Information Center Department of Anthropology University of California, Santa Barbara Santa Barbara, CA 93106 ATTN: Bonnie Yoshida (805) 893-2474 Fax (805) 893-8707 byoshida@umail.ucsb.edu	San Luis Obispo, Santa Barbara
Dr. Frank Bayham, Interim Coordinator Northeast Information Center Department of Anthropology-Langdon 303 California State University, Chico Chico, CA 95929-0377 ATTN: Amy Huberland, Asst Coordinator (916) 898-6256 Fax (916) 898-4413, please call first neinfocntr@csuchico.edu	Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity	Dr. Seth Malios, Coordinator South Coastal Information Center San Diego State University 4283 El Cajon Blvd., Suite 250 San Diego, CA 92105 (619) 594-5682 Fax (619) 594-4483 http://ssrl.sdsu.edu/scic/scic.html	San Diego
Dr. Lee Simpson North Central Information Center California State University, Sacramento 6000 J Street, Foley Hall #213 Sacramento, CA 95819-6106 ATTN: Mr. David McCullough (916) 278-6217 Fax (916) 278-5162 ncic@csus.edu	Amador, El Dorado, Nevada, Placer, Sacramento, Yuba	Ms. Robin Laska, Acting Coordinator San Bernardino Archeological Information Center San Bernardino County Museum 2024 Orange Tree Lane Redlands, CA 92374 (909) 307-2669 ext. 255 Fax (909) 307-0689 rlaska@sbcm.co.san-bernardino.ca.us	San Bernardino
Ms. Elizabeth A. Greathouse, Coordinator Central California Information Center Department of Anthropology California State University, Stanislaus 801 West Monte Vista Avenue Turlock, CA 95380 (209) 667-3307 Fax (209) 667-3324 EGreathouse@csustan.edu	Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne	DR. MC Hall, Coordinator Eastern Information Center Department of Anthropology University of California, Riverside Riverside, CA 92521-0418 ATTN: Kay White (909) 787-5745 Fax (909) 787-5409 eickw@ucr.ac1.ucr.edu	Inyo, Mono, Riverside
Dr. Robert Yohe, Coordinator Southern San Joaquin Valley Information Center California State University, Bakersfield 9001 Stockdale Highway Bakersfield, CA 93311-1099 ATTN: Adele Baldwin (805) 664-2289 Fax (805) 664-2415 abaldwin@csubak.edu	Fresno, Kern, Kings, Madera, Tulare	Mr. Jay von Werlhof, Coordinator Southeast Information Center Imperial Valley College Desert Museum P.O. Box 430 Ocotillo, CA 92259 ATTN: Karen Collins (760) 358-7016 Fax (760) 358-7827 ivcdm@imperial.edu	Imperial
Dr. Thomas Gates, Coordinator North Coastal Information Center Yurok Tribe 15900 Highway 101 N Klamath, CA 95548 (707) 482-1882 Fax (707) 482-1722 ythpo@yahoo.com	Del Norte, Humboldt	Ms. Margaret Lopez, Coordinator South Central Coastal Information Center California State University, Fullerton Department of Anthropology 800 North State College Blvd. P.O. Box 6846 Fullerton, CA 92834-6846 (714) 278-5395 Fax (714) 278-5542 scic@fullerton.edu	Los Angeles, Orange, Ventura

Appendix G – Certification of Compliance: Relocation Act (PL91-646)

**Appendix H – Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion**

U.S. DEPARTMENT OF THE INTERIOR
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160 19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, PLEASE READ INSTRUCTIONS ON FOLLOWING PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 proposal.

Name and Title of Authorized Representative

Signature

Date

DEBARMENT AND SUSPENSION INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certificate of a prospective participant in a lower tier covered transaction that he/she is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he/she knows that the certification is erroneous. A participant may decide the method and frequency by which he/she determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix I – Certification Regarding Lobbying

U.S. Department of the Interior

CERTIFICATION REGARDING LOBBYING

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions."
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 any 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____ Date _____

DI 1963(Jan 90)

INSTRUCTIONS FOR CERTIFICATION

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person, for: (1) award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of (1) a federal contract, grant, or cooperative agreement exceeding \$100,000; or (2) a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a federal Grant; (3) a contract or subcontract exceeding \$100,000 at any tier under a federal loan exceeding \$150,000; or, (4) a contract or subcontract exceeding \$100,000 at any tier under a federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) above. That person shall forward all disclosure forms to the appropriate bureau/office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation, and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31, U.S. Code.

Appendix J – Civil Rights Assurance

U. S. DEPARTMENT OF INTERIOR

CIVIL RIGHTS ASSURANCE

As the authorized representative of the Applicant, I certify that the Applicant agrees that, as a condition to receiving any federal financial 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. 2999d-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 the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant 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 Applicants 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 States 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 that the person whose signature appears below is authorized to sign on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT/ORGANIZATION

DATE SUBMITTED

APPLICANT/ORGANIZATION MAILING ADDRESS

BUREAU OFFICE EXTENDING ASSISTANCE

Appendix K – Assurances

When an Applicant's authorized representative signs the state/local Contract to receive LWCF funds, the Applicant is agreeing to the following set of assurances.

ASSURANCES

The Applicant hereby assures and certifies that he/she will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95 and A-102, as they relate to the Application acceptance and use of federal funds for this federally assisted Project. Also, the Applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed Facilities; that a resolution, motion or similar action has been duly adopted or passes as an official act of the Applicant's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the Application and to provide such additional information as may be required.
2. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288, relating to prevention, control and abatement of water pollution.
3. It will have sufficient funds available to meet the non-federal share of the cost for construction Projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
4. It will comply with all applicable current federal and state laws and regulations affecting Development Projects before the Project is advertised or placed on the market for bidding; that it will construct the Project or cause it to be constructed to final completion in accordance with the Application; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the Project, use of space or functional layout; that it will not enter into a construction contract(s) for the Project or undertake other activities until the conditions of the grant program have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site; that it will furnish progress reports and such other information as the federal grantor agency may require.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such Facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representatives access to and the right to examine all records, books, papers or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Useable by, the Physically Handicapped", Number A117.1-1961, as modified (41 CFR 101-17.703).

The Applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

9. It will cause work on the Project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved, and that the Project will be pursued to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and Facilities during the period of federal interest or while the government holds bonds, whichever is the longer.
11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). In accordance with that act, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives federal financial assistance. It will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
14. It will comply with all requirements imposed by the federal grantor agency concerning special requirements of law, program requirements and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
15. It will comply with the provisions of the Hatch Act, which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

Appendix L – Sample Grant Contract

State of California - The Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD is from _____

Under the terms and conditions of this agreement, the Applicant agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the program named above, agrees to fund the Project up to the total grant amount indicated.

PROJECT DESCRIPTION:

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.)

 Grantee

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

By _____
 Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

 Signature of Authorized Representative

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 Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LAND AND WATER CONSERVATION FUND
GRANT CONTRACT PROVISIONS

I. DEFINITIONS

- A. 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.
- B. The term “Fund” as used herein means the Land and Water Conservation Fund.
- C. The term “Grantee” as used herein means the recipient of the federal funds to be disbursed in accordance with the terms of this Contract.
- D. The term “Leased Land” or “Lease” as used herein means land leased from the federal Government.
- E. The term “Liaison Officer” as used herein means the California Director of Parks and Recreation, or other State officer as designated by the Governor.
- F. The term “Manual” as used herein means the National Park Service Grants-In-Aid Manual (NPS-34).
- G. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.
- H. The term “Project” as used herein means the Project or Project segment which is the subject of this Contract as identified in the Project Scope.
- I. The term “Project Proposal” as used herein means the form and all supplemental attachments used to describe and estimate the cost of planning, Acquisition, or Development Project filed with the Liaison Officer in support of an Application for federal financial assistance.
- J. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- K. The term “State” as used herein means the State of California, and/or its official representative, the Department of Parks and Recreation.
- L. The term “State Funds” as used herein means those moneys made available by the State or a Grantee as Matching money for Projects under the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

II. CONTINUING ASSURANCES

The parties to the Project Contract specifically recognized that the Land and Water Conservation Fund assistance Project creates an obligation to maintain the property described in the Project Contract consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is acknowledged intent of the parties hereto that recipients of assistance will use moneys 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 State cost-share, in a Grantee'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 Grantee agrees, as recipient of this assistance, that it will meet the following specific requirements and the terms of the Project Contract.
- B. The Grantee agrees that the property described in the Project Contract and the dated Project boundary map made part of that Contract 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 Liaison Officer, the Director, and/or the Secretary of the Interior, 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 he/she finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he/she deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this Project, the Grantee, the Liaison Officer, and the Director may mutually alter the area described in the Project Contract and the 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.

- C. In the event the National Park Service provides Land and Water Conservation Fund assistance for the Acquisition and/or Development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the Grantee agrees to notify the State of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The Grantee further agrees to effectuate such replacement within a reasonable period of time, acceptable to the State, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed known and agreed to by the State; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State.
- D. The Grantee agrees that the benefit to be derived by the State from the full compliance by the Grantee 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 State by way of assistance under the terms of this agreement. The Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of assistance extended 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, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
- E. The Grantee agrees to comply with the policies and procedures set forth in the National Park Service Grants-In-Aid Manual. Provisions of said manual are incorporated into and made a part of the Project Contract.
- F. The Grantee agrees that the property and Facilities described in the Project Contract shall be operated and maintained as prescribed by Manual requirements.
- G. The Grantee agrees that a permanent record shall be kept in the Grantee's public property records and available for public inspection to the effect that the property described in the Scope of the Project Contract and the dated Project boundary map made part of that Contract 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 Liaison Officer, the Director, and/or the Secretary of the Interior.
- H. Nondiscrimination
 - 1. The Grantee shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the Project agreement. The Grantee shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the Grantee or any political subdivision or other appropriate public agency to which Fund

assistance or property acquired or developed with Fund assistance has been transferred for public recreation purposes.

2. The Grantee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (a) the primary purpose of a grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. The Grantee shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the National Park Service.
4. The provisions of the first three paragraphs apply to any part of the recreation system within which the assisted facility or property exists.
5. 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 as set forth in the Manual.

III. PROJECT ASSURANCES

A. Applicable Federal Circulars

1. The Grantee shall comply with applicable regulations, policies, guidelines and requirements including 43 CFR Part 12.41 - 12.92, Administrative Requirements and Cost Principles for Assistance Programs, Office of Management and Budget Circulars No. A-102 (uniform administrative requirements for grants-in-aid to State and local governments), A-87 (cost principles for State and local governments), and A-128 (audits of State and local government) as they relate to the Application, acceptance and use of federal funds for this federally assisted Project.

B. Project Proposal

1. The Project proposal for federal assistance bearing the same Project number as the Contract and associated documents is by this reference made a part of this Contract.
2. The Grantee 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 Project proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the Project proposal and to provide such additional information as may be required.
3. The Grantee has the ability and intention 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. It is understood by the parties hereto that this Contract shall not obligate State of California funds for the Project costs described herein. The Grantee hereby promises, in consideration of the promises made by the Liaison Officer herein, to execute the Project stage described herein, in accordance with the terms of this Contract. Any disbursement hereunder shall not be made unless and until funds therefore are received by the Liaison Officer from the National Park Service. This item shall not apply when the Grantee is an agency of the State of California.
2. The Liaison Officer hereby promises, in consideration of the promises made by the Grantee herein, to accept appropriated federal funds for the purposes of the Project and disburse the same to reimburse the Grantee up to 50 percent of the eligible Project cost not to exceed 50 percent of the direct Project cost shown in this Contract except for a surcharge for administrative costs to be applied to twice the federal share of direct eligible Project costs. The surcharge is to be deducted from the reimbursements received from the federal

Government applicable to this Project and will be computed at the federally approved surcharge rate in effect at the time the billing is submitted to the federal government.

3. The Project period shall begin with the date of approval of the Project Contract 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 period shall end on the date of completion or termination. For Project elements added to a consolidated Project, the Project period will begin on the date the Project element is approved.
4. The Grantee 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.
5. 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 Grantee will be responsible for conducting all inspections.
6. The Grantee shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, State, local laws and regulations.
7. In the event the Project covered by the Project Contract including future stages of the Project, cannot be completed in accordance with the plans and specifications for the Project; the Grantee shall bring the Project to a point of recreational usefulness agreed upon by the Grantee and, the Director or his designee, and the Liaison Officer.
8. The Grantee will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
9. The Grantee 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 Contract.
10. The Grantee 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 11920, relating to the protection of Wetlands.
11. The Grantee 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.
12. The Grantee will insure that the Facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the State and NPS of the receipt of any Communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the Project is under consideration for listing by the EPA. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The Grantee further agrees to insert this clause into any Contract or subcontract in excess of \$100,000.

13. The Grantee will assist the State and 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 Archeological 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.
14. The Grantee will comply with Executive Order 12432, "Minority Business Enterprise Development" as follows:
 - a. Place minority business firms on bidder's mailing lists.
 - b. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - c. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - d. For any Project involving \$500,000 or more in grant assistance (except for Projects involving Acquisition only) the Grantee shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until Project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the National Park Service, Western Regional Office.

D. Construction Contract 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 Land and Water Conservation Fund Contract, the Grantee certifies that it will comply with debarment and suspension provisions appearing at Part III-L herein.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a Contract.

E. Project Costs

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and OMB Circular A-87.
2. The Contract may include the use of the indirect cost rate currently approved, in accordance with A-87, for the Grantee that is a party to this Contract.

F. Project Administration

1. The Grantee shall promptly submit such reports and documentation as the Director or Liaison Officer may request.
2. Any moneys advanced to the Grantee are "public moneys" and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.

3. The Grantee shall use any funds received by way of advance payment from the State under the terms of this Contract solely for the Project or Project stage described in the Contract.
4. Properties and Facilities acquired or developed with Fund assistance shall be available for inspection by the State or the NPS at such intervals as the Liaison Officer or the Director shall require.

G. Audit, Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of three years in accordance with 43 CFR Part 12.41-1292; 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 or the consolidated Project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Liaison Officer, 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 Grantee and its subgrantees which are pertinent to a specific Project for the purpose of making audit, examination, excerpts and transcripts.
5. The Grantee will comply with the provisions of OMB Circular A-28 (as provided under the Single Audit Act of 1984) establishing audit requirements for State and local governments that receive federal assistance.

H. Project Termination

1. The Liaison Officer or the Director may temporarily suspend State assistance under the Project pending corrective action by the Grantee or pending a decision to terminate the Contract by the NPS or the State.
2. The Grantee may unilaterally terminate the Project or consolidated Project element at any time prior to the first payment on the Project or consolidated Project element. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement.
3. The Liaison Officer or 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 Contract. The Liaison Officer or Director will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Grantee or recoveries by the State under Projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director, State, or Grantee may terminate Contracts 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 Grantee 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 Grantee, the Liaison Officer, and the Director, or that all funds provided by the National Park Service be returned.

I. Lobbying with Appropriated Funds

The Grantee must certify, for the award of Contracts exceeding \$100,000 in federal assistance, that no federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 Contract. In compliance with Section 1352, title 31, U.S. Code, the Grantee certifies, as follows:

The Grantee certifies, to the best of its knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The Grantee 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.

J. Provision of a Drug-Free Workplace

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

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

- (1) 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;*
- (2) Establishing an ongoing drug-free awareness program to inform employees about:*
 - (a) The dangers of drug abuse in the workplace;*
 - (b) The Grantee's policy of maintaining a drug-free workplace;*
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and*
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*
- (3) Making it a requirement that each employee to be engaged in the performance of a contract be given a copy of the statement required by paragraph (1);*
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract the employee will:*

- (a) *Abide by the terms of the statement; and*
- (b) *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;*
- (5) *Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract 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 contract;*
- (6) *Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted;*
 - (a) *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*
 - (b) *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;*
- (7) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).*

The Grantee 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 Contract.

K. **Civil Rights Assurance**

*The Grantee 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. 200d-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 a 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 Grantee. **THE GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Contract.***

THIS ASSURANCE shall apply to all aspects of the Grantee'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 Grantee by the Department of the Interior, this assurance shall obligate the Grantee, 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 Grantee for the period during which the federal financial assistance is extended to it by the Department of the Interior.

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 Grantee by the Department of the Interior, including installment payments after such date on account of Applications for federal financial assistance which were approved before such date.

The Grantee 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

States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the Contract and who is authorized to sign on behalf of the Grantee.

L. Debarment and Suspension

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

- (1) *The prospective primary Grantee 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 Contract 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 Contract had one or more public transactions (federal, State or local) terminated for cause or default.*
- (2) *Where the prospective primary Grantee is unable to certify to any of the statements in this certification, such Grantee shall attach an explanation to this proposal.*

The Grantee further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions" appearing below in any Contract entered into with lower tier Grantees in the implementation of this Contract. 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

- (3) *The prospective lower tier Grantee certifies, by submission of this Application that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*
- (4) *Where the prospective lower tier Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to this Contract.*

M. Fund Acknowledgment

The Grantee will permanently display in a conspicuous place a sign which acknowledges Land and Water Conservation Fund assistance. The sign will be provided by the State Department of Parks and Recreation and its installation by the Grantee will be required upon Project Development or Acquisition of the property.

N. Hold Harmless

The Grantee shall indemnify the State of California and its officers, 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.

Appendix M – Payment Request Form

PAYMENT REQUEST FORM 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 appropriate box:

Reimbursement –The Grantee has periodically spent funds to implement the Project, and is requesting reimbursement. Up to 90% of the grant amount may be reimbursed prior to Project completion; or

Final – When the Grantee has completed the Project, and is requesting the final payment.

7. Payment Information – Project funds expended to date, rounded off to the nearest whole dollar.
8. Send Warrant To - Grantee name, address and contact person
9. Signature of person authorized in resolution.

Appendix N – Project Completion Packet

PROJECT COMPLETION PACKET

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

- Payment Request Form
 - Project Certification Form
 - Project Costs Summary Form
 - Labor Costs Summary Form (if applicable)
 - Equipment (Rental) Costs Summary Form (if applicable)
 - Acquisition Summary Form (if applicable)
1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents.
 2. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information is presented in a clear and concise manner.
 3. Remember, the Grantee is required to keep source documents for all expenditures related to each grant for at least three years following Project completion. A Project 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 ON PROJECT (SOURCES AND AMOUNTS) (use additional pages, as required):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

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

Grantee's Fiscal Representative
(Printed or Typed name)

Grantee's Fiscal Representative
(Signature)

Date

PROJECT COSTS SUMMARY FORM

Project Number _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
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Total Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/Pay Period	Purpose	Amount
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Subtotal \$ _____

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

EQUIPMENT (RENTAL) COSTS SUMMARY FORM

Project Number _____

<u>Type of Equipment</u>	<u>Dates Work Performed</u>	<u>Amount</u>
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Subtotal \$ _____

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

