GRANT ADMINISTRATION GUIDE

HCF

Habitat Conservation Fund Program

Final Draft

July 1, 2011

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

"Creating Community through People, Parks, and Programs"

Department Mission

The mission of California State Parks 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

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

HABITAT CONSERVATION FUND (HCF) GRANT ADMINISTRATION

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

Send Correspondence to:

Street Address for Overnight Mail:

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

Mailing Address:

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

Phone: (916) 653-7423
Website: www.parks.ca.gov/grants

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The meanings of words and terms shown in SMALL CAPS are in the Definitions Section, beginning on page 51.

I. Process for Grantees

Grantees will use this GRANT Administration Guide for the administration of the HCF Program GRANT. This GRANT Administration Guide explains the requirements and provides forms for GRANT administration.

Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is given in the second page of this GRANT Administration Guide and a list of PROJECT OFFICERS is available. See the OGALS website at www.parks.ca.gov/grants and follow the links to the Annual Programs and HCF Program.

Steps 1 through 5 below summarize the process and rules for GRANTEES.

Start of GRANT PERFORMANCE PERIOD:

1. The GRANT PERFORMANCE PERIOD will be shown on the CONTRACT.

   - For an ACQUISITION, ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECT, the CONTRACT must be fully encumbered within three years of the APPROPRIATION DATE.

   - For a WILDLIFE AREA ACTIVITIES PROJECT, the CONTRACT must be fully encumbered within one year of the APPROPRIATION DATE.

   - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement

   - ELIGIBLE COSTS incurred after the start of the GRANT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is fully executed.

CONTRACT (page 6)

2. Before a CONTRACT is issued, successful APPLICANTS must attend a mandatory GRANT workshop. An APPLICANT becomes a GRANTEE when the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and OGALS. At this point the CONTRACT is encumbered and the funds are a binding obligation upon the State.

   - For PROJECTS involving ACQUISITION, CONTRACTS will not be signed by OGALS until APPLICANTS provide a letter or other document from the escrow company stating that the escrow is open or will be open within sixty days.

   - If the APPLICANT does not open escrow within twelve months from GRANT award announcement, OGALS may rescind the GRANT award.

GRANT Payments (page 32)

3. GRANTEES may request payments after CONTRACTS are encumbered. GRANT funds may only be expended on ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD.

   - Special Requirements affecting payments

- STATUS REPORTS – the STATUS REPORT section explains how the STATUS REPORT requirement must be met (beginning on page 24).

- Deed Restriction – The Deed Restriction section explains how the Deed Restriction requirement must be met (see page 18).

End of GRANT PERFORMANCE PERIOD

4. GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD. GRANTEES request final payment after PROJECT COMPLETION by sending a GRANT COMPLETION PACKET to OGALS. OGALS conducts a final site inspection for ENHANCEMENT, RESTORATION, DEVELOPMENT OR WILDLIFE AREA ACTIVITIES PROJECTS before final payment is approved.

   GRANT COMPLETION PACKETS must be sent to OGALS no later than **three months** before the end of the GRANT PERFORMANCE PERIOD.

   - OGALS recommends that GRANTEES send GRANT COMPLETION PACKETS to OGALS at least six months prior to either the end of the GRANT PERFORMANCE PERIOD or PROJECT completion. Six months provides adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, conduct final site inspections, review final reports (for WILDLIFE AREA ACTIVITIES PROJECTS), and process final payments through the State Controller's Office.

   - OGALS cannot guarantee that the State Controller's Office can process final payments by the end of the fiscal year of the GRANT PERFORMANCE PERIOD if GRANT COMPLETION PACKETS are received less than three months before the end of the GRANT PERFORMANCE PERIOD.

   - Any unpaid GRANT fund balances will revert to the State at the end of the GRANT PERFORMANCE PERIOD.

Accounting and Audit (page 49)

5. DPR's Audits Office may conduct an audit. The GRANTEE is required to keep all PROJECT records for at least five years following the final GRANT payment.

II. GRANT CONTRACT

The following section contains a sample GRANT CONTRACT and CONTRACT provisions.

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

HABITAT CONSERVATION FUND PROGRAM
GRANT CONTRACT

GRANTEE
_____

GRANT PERFORMANCE PERIOD is from _____ through _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER_____

The grantee agrees to the terms and conditions of this contract, hereinafter referred to as agreement, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The grantee agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/cost estimate form of the APPLICATION submitted to the State of California.

GRANT SCOPE:

Total grant amount not to exceed $ _____OR 50% of the eligible project costs, whichever is less.

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

_____
Grantee

By_____
Typed or printed name of Authorized Representative

_____
(Signature of Authorized Representative)

Title_____

Date _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By_____

Date _____

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

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

GRANT CONTRACT

I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and _____(hereinafter referred to as "grantee").

2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.

3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this $2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).

4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed _____ Dollars ($_____), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.

5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.

6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.

   a. The Grant Administration Guide
   b. The APPLICATION GUIDE
   c. The submitted APPLICATION

II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

III. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for this grant program.

2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.

3. The term “ACQUISITION” means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

4. The term “CONTRACT PERFORMANCE PERIOD” means the period of time described in Section 1 of this agreement.

5. The term “DEVELOPMENT” (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.

6. The term “ENHANCEMENT” means to increase the habitat value of the land to benefit the targeted species.

7. The term “GRANT PERFORMANCE PERIOD” means the period of time described in Section 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.

8. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.

9. The term “GUIDES” means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES.

10. The term “RESTORATION” means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term “STATE” refers to the State of California acting by and through the Department of Parks and Recreation.

12. The term “WILDLIFE AREA ACTIVITIES” means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

B. Project Execution

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated in Section I of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

   The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee’s failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

3. To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

4. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.

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

6. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

7. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.

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

C. Project Costs

1. Grantee agrees to abide by the GUIDES.

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

D. Project Administration

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.

3. The grantee shall submit written status reports within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours notice from the STATE.

5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities, final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.

2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.

3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.

4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Indemnity

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

2. To the fullest extent of the law, the grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

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

4. The grantee and the STATE agree that in the event of judgment entered against the STATE and the grantee because of the concurrent negligence of the STATE and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

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

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.

2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.

3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

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

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.

2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.

3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.

4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.

5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.

7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.

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

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

J. Nondiscrimination

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.

2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

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

M. Assignability

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

N. Section Headings

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

O. Waiver

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

_____
Grantee

By:_____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title:_____

Date: _____

III. SPECIAL REQUIREMENTS

Please refer to the items below; the pages noted contain information on how and when each of the special requirements listed below must be met.

- Deed Restriction (page 18)

- Status Reports
  - Status Reports for ACQUISITION, ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECTS (page 24)
  - Status Reports for WILDLIFE AREA ACTIVITIES PROJECTS (page 25)

Deed Restriction Overview

The enclosed Deed Restriction is required by the Office of Grants and Local Services (OGALS) to record a restriction on the title to the property. The restriction ensures that the property is used for a purpose consistent with the grant scope for the length of the contract performance period.

- If the Grantee owns the project site property, a Deed Restriction is required before any additional grant payments may be approved.

- **Acquisition-only projects**
  The Deed Restriction is required after the acquisition is complete and the Grantee takes ownership of the property (grant payments may only be made for acquisition costs until the deed restriction is recorded).

- **Acquisition, Enhancement, Restoration, or Development projects**
  The Deed Restriction is required after the acquisition is complete and prior to paying for enhancement, restoration, or development costs.

- A Deed Restriction is not required if the Grantee is leasing the property, or if the project does not involve acquisition, enhancement, restoration, or development.

Deed Restriction Instructions

1. Fill in all the blank spaces on the attached Deed Restriction form as indicated in the line-by-line instructions on the next page. Do not alter the Deed Restriction form.

2. Attach "Exhibit A" and "Exhibit B" to the Deed Restriction form. Exhibit A and B are described below:

   Exhibit A: A formal legal description of every parcel of property to which grant funds will be allocated. This information can be obtained from the grant deed or title policy. (NOTE: The assessor's parcel number or a street address is NOT a valid legal description.) Insert this description behind the page labeled "Exhibit A (Legal Description of Property)."

   Exhibit A (alternative): A topographic map that clearly outlines the project boundaries. Insert this map behind the page labeled "Exhibit A (Legal Description of Property)".

   Exhibit B: A complete copy of the Grant Contract signed by the Grantee and the State of California with Grant Contract provisions attached.

3. Notarize it: Take the unsigned Deed Restriction form, “Exhibit A”, and “Exhibit B”, to a notary. The Grantee’s Authorized Representative (the position identified on the Grant Contract face sheet) signs the Deed Restriction form signature page in the presence of a notary. The notary then completes the “Notary Acknowledgement” section.

4. Record it: Take the notarized Deed Restriction form, “Exhibit A”, and “Exhibit B”, to the County Recorder’s Office of the county in which the property is located and ask the County Clerk to “record the Deed Restriction form, Exhibit A, and Exhibit B, on the title to the property.”

5. Send a copy of the notarized and recorded Deed Restriction form, “Exhibit A”, and “Exhibit B” to OGALS Project Officer.

Line-by-Line Deed Restriction Form Instructions

Deed Restriction Form – Page 1

Lines 9-11:
The ownership information must appear on the Deed Restriction form exactly as it appears on the deed.

Deed Restriction Form – Page 3

Line 7:
Insert the date that the Deed Restriction is signed by the Grantee’s Authorized Representative (the position identified on the Grant Contract face sheet) in the presence of a notary.

Line 10:
The Grantee’s Authorized Representative (the position identified on the Grant Contract face sheet) signs in the presence of a notary. Additional signature lines may be added if multiple signatures are required.

SAMPLE

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

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Sharon Frost

DEED RESTRICTION

I. WHEREAS,_____

_____ (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, _____ (hereinafter referred to as "Grantee")

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

IV. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the **Habitat Conservation Fund (HCF) Program, California Wildlife Protection Act of 1990, Chapter 9, Fish and Game Code Sections 2780 through 2799.6 et. al.,** for **removing invasive species and revegetating approximately 500 linear feet of Clearion Creek;** and

V. WHEREAS, on **July 1, 2009** DPR's Office of Grants and Local Services conditionally approved Grant **HR-59-001** (hereinafter referred to as "Grant") for **removing invasive species and revegetating approximately 500 linear feet of Clearion Creek** on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the **Habitat Conservation Fund (HCF) Program, California Wildlife Protection Act of 1990, Chapter 9, Fish and Game Code Sections 2780 through 2799.6 et. al.** and the funds that are the subject of the Grant could therefore not have been granted; and

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

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

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from **July 1, 2009 through June 30, 2019.**

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

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

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

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

Dated: _____, 20 ____

Signed: _____ Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

HCF Status Reports – Capital Outlay
Acquisition, Enhancement, Restoration, or Development Projects

To monitor project progress, OGALS will send status reports to the grantee every six months. The grantee must complete the reports, obtain the authorized representative's signature, and return all status reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives a grant completion packet. Payment requests will not be processed if status reports are overdue.

Grantee:
Project number:
Project name:
Advanced funds documentation (attach a Grant Expenditure Form documenting expenditure of any balance)

If a portion of the advanced funds have not been spent, and more than six months have passed since the grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by grant: (Attach additional pages if needed)

1) Pre-Construction/Pre-Acquisition (planning, etc):

_____

2) Acquisition/Construction (provide construction photos and discuss work accomplished to date)

_____

_____

3) Potential Obstacles Affecting Completion

_____

_____

4) Total Funds Spent To Date Using This Grant $_____

5) Estimated Date of Project Completion: _____

6) Percentage of Project Complete:_____

7) On Time (yes/no) _____ ***if not, please explain.***

8) Within Budget (yes/no) _____ ***if not, please explain.***

9) Within Scope (yes/no) _____ ***if not, please explain.***

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

_____	_____	_____
Authorized Representative*	Title	Date

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

HCF Status Reports – Non-Capital Outlay
Wildlife Area Activities Projects (formerly known as Program Projects)
To monitor project progress, OGALS will send status reports to the grantee every six months. The grantee must complete the reports, obtain the authorized representative's signature, and return all status reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives a grant completion packet. Payment requests will not be processed if status reports are overdue.

Grantee:
Project number:
Project name:
Advanced funds documentation (attach a Grant Expenditure Form documenting expenditure of any balance)

If a portion of the advanced funds have not been spent, and more than six months have passed since the grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by the grant: (Attach additional pages if needed)

1) Pre-Activities (planning, etc):

_____

2) Activities (provide photos since last PSR, as appropriate. Note the total number of participants served to date. Assess partnerships' effectiveness and why. Discuss how the activities are meeting the project's goals and objectives.) [OK to condense these responses to 1-2 sentences each.]

_____

_____

3) Potential Obstacles Affecting Completion

_____

_____

4) Total Funds Spent To Date Using This Grant $_____

5) Estimated Date of Project Completion: _____

6) Percentage of Project Complete:_____

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

_____	_____	_____
Authorized Representative*	Title	Date

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

IV. ELIGIBLE COSTS

This section provides rules and examples of ACQUISITION costs, PRE-CONSTRUCTION and CONSTRUCTION costs (for ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECTS), and non-capital outlay costs for WILDLIFE AREA ACTIVITIES PROJECTS. Only direct costs are eligible in the HCF Program.

ACQUISITION Costs

The following provide examples of ELIGIBLE COSTS and ineligible costs for ACQUISITION PROJECTS.

ACQUISITION COSTS (Up to 100% of GRANT and MATCH amounts)	**EXAMPLES**
Purchase price of the property and other activities necessary to complete the ACQUISITION.	• **Appraisals, surveys** • **Preliminary title reports** • **Title Insurance fees** • **Escrow fees and purchase price** • **Relocation costs:** costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277. • **PROJECT/GRANT administration and accounting** • **Plans, specifications, construction documents, and cost estimates** • **Deed Restriction**: costs related to creating and recording the Deed Restriction. For ENHANCEMENT, RESTORATION, or DEVELOPMENT projects where the PROJECT site is owned in fee simple by the GRANTEE, **the Deed Restriction is required <u>before</u> any payment is approved for construction costs.** • **Conservation Corps costs**

Pre-Construction Costs
Pre-construction is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT and MATCH amounts combined may be spent on pre-construction costs.

For the purpose of the GRANT, pre-construction costs:

- occur during the planning, design, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

PRE-CONSTRUCTION COSTS (Maximum 25% of GRANT and MATCH amounts)	**EXAMPLES**
Costs incurred during the planning, design, and permit phase of the project, <u>before</u> construction begins.	• **Public meetings/focus groups/design workshop costs** • **Plans, specifications, construction documents, and cost estimates** • **Permits** • **Insurance:** Premiums on hazard and liability insurance to cover personnel or property • **Bid packages** • **Employee services**: see accounting rules for employee services on page 49 for more info. • **PROJECT/GRANT administration** (excluding grant writing) and accounting. • **Conservation Corps costs.**

CONSTRUCTION COSTS

ENHANCEMENT, RESTORATION or DEVELOPMENT PROJECTS

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary pre-construction phase has concluded.

CONSTRUCTION COSTS	EXAMPLES
Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.	• **Site preparation, grading, gutting** • **Foundation work** • **Purchase and installation of permanent equipment: benches, signs, display boards, etc.** • **Construction supplies and materials**: may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere. • **Equipment (the cost of equipment or vehicle(s) currently owned by the GRANTEE)**: such equipment or vehicle(s) may be charged to the GRANT for each use. APPLICANT or GRANTEE shall provide a log that describes the activities conducted and the time that the equipment or vehicle is used, as related to the GRANT SCOPE. The log must be signed by the operator or supervisor. APPLICANT or GRANTEE shall provide this log as part of documentation for a reimbursement payment request. • APPLICANT or GRANTEE may also rent or purchase the equipment or vehicle(s), **whichever is the most economical use of GRANT funds.** • **Purchased equipment or vehicle(s)**: if the equipment is purchased, its residual market value shall be credited to the PROJECT costs upon completion. • **Residual market value determination:** to determine residual market value, APPLICANT or GRANTEE may consult with local rental companies offering comparable rental or depreciation rates (e.g., local rental companies, California Department of Transportation, etc.) • **Construction management**: including site inspections, labor compliance process • **PROJECT/GRANT administration and accounting** • **Miscellaneous costs**: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications. • **Conservation Corps costs**

NON-CAPITAL OUTLAY COSTS

WILDLIFE AREA ACTIVITIES PROJECTS only

This section provides rules and examples of non-capital outlay costs for WILDLIFE AREA ACTIVITIES PROJECTS. Only direct costs are eligible.

COSTS	EXAMPLES
Costs incurred during the GRANT PERFORMANCE PERIOD	• **Meetings:** public meetings/focus groups, APPLICANT or GRANTEE planning sessions • **PROJECT management** (excluding grant writing) and accounting. • **Equipment (the cost of equipment or vehicle(s) currently owned by the GRANTEE)**: such equipment or vehicle(s) may be charged to the GRANT for each use. APPLICANT or GRANTEE shall provide a log that describes the activities conducted and the time that the equipment or vehicle is used, as related to the GRANT SCOPE, as well as a license number or vehicle identification number. The APPLICANT or GRANTEE shall provide this log as part of the documentation for a reimbursement payment request. • APPLICANT or GRANTEE may also rent or purchase the equipment or vehicle(s), **whichever is the most economical use of GRANT funds.** • **Purchased equipment or vehicle(s)**: if the equipment is purchased, its residual market value shall be credited to the PROJECT costs upon completion. • **Residual market value determination:** to determine residual market value, APPLICANT or GRANTEE may consult with local rental companies offering comparable rental or depreciation rates (e.g., local rental companies, California Department of Transportation, etc.) • **Supplies and materials**: activity supplies (t-shirts, caps, beverage containers, etc), educational materials, evaluation tool supplies, etc. Such supplies and materials may be drawn from central stock, if claimed costs are no higher than those the GRANTEE would pay if purchased elsewhere. • **Miscellaneous costs**: other direct costs incurred, such as transporting materials or personnel. • **Conservation Corps costs**

INELIGIBLE COSTS

INELIGIBLE COSTS	EXAMPLES
Cannot be charged to the GRANT or the required MATCH.	• **Outside the GRANT PERFORMANCE PERIOD** - costs incurred before or after the GRANT PERFORMANCE PERIOD • **Costs associated with CEQA** • **Costs associated with master plan development** • **Indirect costs** – overhead business expenses of the GRANTEE's fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, supplies) • **Food and beverages** • **Fundraising** • **Grant writing** • **Site maintenance costs** • **Out-of-state travel** • **Capital outlay expenditures (WILDLIFE AREA ACTIVITIES ONLY)**

SCOPE CHANGE

To maintain the integrity of the competitive GRANT award process, any contractual PROJECT SCOPE CHANGE request will be carefully evaluated and must be approved by OGALS in writing. This includes removal or addition of, or significant modification to, the RECREATIONAL FEATURES, MAJOR SUPPORT AMENITIES, or event or series of events listed in the original GRANT SCOPE /Cost Estimate Form, or the encumbered CONTRACT. OGALS discourages proposals that eliminate or greatly reduce a PROJECT's recreational use or capacity.

Therefore, a SCOPE CHANGE request must include the documents listed below, in accordance with the individual APPLICATION Guides' requirements. Any revised documents must satisfy the requirements described in the APPLICATION Checklist instructions in the APPLICATION Guide for the related program. In addition, each document must include a revision date on the top right corner.

1. A proposal letter signed by the AUTHORIZED REPRESENTATIVE. Contact the PROJECT OFFICER to confirm the information that must be included in the letter. Although the type of information varies based on the proposed SCOPE CHANGE, in general the GRANTEE will need to include:

    - A comparison between the original GRANT SCOPE and the proposed GRANT SCOPE's range of recreational opportunities and projected operating hours.
    - A comparison of the community based planning process used, if applicable, to develop the original GRANT SCOPE and the proposed GRANT SCOPE.
    - If the requested removal or modification is due to an unforeseen shortage of funds, provide information about attempts to obtain funding from other local, state, federal, or private sources to complete the original GRANT SCOPE.

2. A revised GRANT SCOPE/Cost Estimate Form.

3. A new CEQA Compliance Certification Form is required if the change involves adding a GRANT SCOPE element not covered by the existing CEQA Compliance Certification Form.

4. A revised site plan (if appropriate) showing the addition, removal, or modification of the RECREATIONAL FEATURES, MAJOR SUPPORT AMENITIES, or event or series of events

5. If the SCOPE CHANGE involves ACQUISITION, THE GRANTEE provides a revised ACQUISITION Map, an ACQUISITION Schedule, and an updated willing seller letter indicating the current seller's willingness to sell the property.

V. GRANT PAYMENTS

This section describes three types of payments:

- Advance payments (see page 32)
- Reimbursements (see page 37)
- Final payments (see page 39)

GRANT payments before the final payment may not exceed 80% of the GRANT amount (except for ACQUISITION ADVANCES, wherein the GRANTEE may request up to 100% of the GRANT and MATCH amounts for an escrow ADVANCE). The remaining 20% of the GRANT amount is retained for the final payment as a REIMBURSEMENT.

The GRANTEE must document sufficient eligible costs to reflect both the payment request amount and required match. If the GRANTEE does not document sufficient costs for the entire payment request amount, OGALS may reduce the payment request amount to reflect the required match. OGALS will consider additional costs submitted with previous payment requests, if needed.

The GRANTEE should group costs together to avoid frequent payment requests. OGALS encourages payment requests greater than $10,000.

OGALS will not approve payment requests if they do not meet the requirements as described in this GRANT Administration Guide.

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE.

ADVANCE Payments

ADVANCE payments are made at the discretion of OGALS. OGALS reserves the right to disapprove ADVANCE payment requests.

The following section describes ADVANCE payments for ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, and WILDLIFE AREA ACTIVITIES PROJECTS.

There are two possible types of ADVANCE payments:

1. ACQUISITION ADVANCE (see page 33)
2. ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES PROJECT ADVANCE (see page 34)

Acquisition Advance

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
ADVANCES up to 100% of the GRANT and MATCH amounts	After the GRANT CONTRACT has been fully executed and escrow is open.	The three required items to request an ADVANCE payment into escrow (explained below).

These three items are required to request an ADVANCE payment into escrow for ACQUISITION:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.

   b) Copy of the property appraisal and written concurrence.

   c) GRANT CONTRACT number and amount of GRANT funds requested.

   d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions."

   e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.

2. Cover page of the preliminary title report.

3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 41).

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

Copy of the Property Appraisal and Written Concurrence
OGALS cannot pay more for an ACQUISITION than the appraised value. OGALS cannot participate in transactions where property is being purchased at a price that exceeds the appraised value, even when OGALS is only contributing an amount equal to or less than the appraised value (the value of a property as determined by an appraisal that includes a written concurrence from an independent third party appraiser). Prior to grant payment, GRANTEES must provide an appraisal supporting the purchase price and a written concurrence from an independent third party appraiser.

Returning Unexpended Advanced Funds for ACQUISITION
If all or a portion of GRANT funds advanced to the title or escrow company are not expended, the unused portion of the advanced funds must be returned to OGALS within 60 days after completion of the ACQUISITION(s), within 60 days of the ACQUISITION withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, whichever is earliest.

ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES PROJECT ADVANCE

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
ADVANCES up to 50% of GRANT and MATCH amounts	After the GRANT CONTRACT has been fully executed, CEQA is complete, and construction will commence.	• Payment Request Form • Payment schedule (see below for instructions) • Copy of signed construction contract and a notice to proceed between GRANTEE and contractor, if applicable

Payment Schedule
A payment schedule is required for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES PROJECT ADVANCE. The payment schedule must provide the following information:

- A month by month estimate, up to six months, showing the anticipated amount needed.
- To which entity the GRANTEE will pay using the ADVANCED funds (such as FORCE ACCOUNT or name of contractors).

Six-Month ADVANCE Period - Documenting Expenditure of ADVANCED Funds and Interest

GRANT funds ADVANCED and any interest earned, must be spent on ELIGIBLE COSTS within six months and documented on the Grant Expenditure Form.

Six Month ADVANCE Period - Returning Unexpended ADVANCED Funds or Interest

The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

- If interest was earned on the ADVANCED funds, spend the interest on ELIGIBLE COSTS, and return the unspent GRANT funds to OGALS.

Subsequent ADVANCES

A GRANT Expenditure Form documenting expenditure of the total amount of previously ADVANCED funds plus interest must be provided to OGALS before additional payments will be approved. OGALS reserves the right to determine whether a subsequent advance will be approved.

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

  1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.

  2. A GRANT Expenditure Form documenting that the majority of ADVANCED funds have been spent.

  3. A payment schedule with a month-by-month estimate showing the anticipated amount needed, including the unspent balance of previously ADVANCED funds, along with the additional requested ADVANCE.

REIMBURSEMENT PAYMENTS

There are three possible types of REIMBURSEMENT payments prior to a final payment:

1. ACQUISITION REIMBURSEMENT
2. ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECT REIMBURSEMENT
3. WILDLIFE AREA ACTIVITIES PROJECT REIMBURSEMENT (see page 38)

ACQUISITION REIMBURSEMENT

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
Reimbursement of up to 80% of GRANT and MATCH amounts	After the APPLICATION is complete and GRANTEE has spent funds to implement the PROJECT	• Description of Work • Payment Request Form • GRANT Expenditure Form • FORCE-ACCOUNT LABOR Cost Summary Form (if applicable) • Copy of the property appraisal and written concurrence (see page 33, item 1b for more information).

ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECT REIMBURSEMENT

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
Reimbursement of up to 80% of GRANT and MATCH amounts	After the APPLICATION is complete and the GRANTEE has spent funds to implement the PROJECT	• Description of Work • Payment Request Form • GRANT Expenditure Form • Labor Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable)

WILDLIFE AREA ACTIVITIES PROJECT REIMBURSEMENT

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
Reimbursement up to 80% of GRANT and MATCH amounts	After the APPLICATION is complete and the GRANTEE has spent funds to implement the PROJECT	• Description of Work • Payment Request Form • GRANT Expenditure Form • FORCE-ACCOUNT LABOR Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable)

Final Payments
There are three types of possible final payments:

1. ACQUISITION final payment (see page 39)
2. ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECT final payment (see page 39)
3. WILDLIFE AREA ACTIVITIES PROJECT final payment (see page 39)

For the recommended deadline to request a final payment (see page 5).
The final payment (20% retention of the GRANT amount) will be processed after PROJECT COMPLETION and the following is approved by OGALS:

1. Approval of the GRANT COMPLETION PACKET (see page 43) and additional required documents in the charts below.

2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION for ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES PROJECTS.

ACQUISITION Final Payment

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
Final (20% retention of GRANT and MATCH amounts, if appropriate)	After the GRANTEE has completed the GRANT SCOPE	• GRANT COMPLETION PACKET • Recorded GRANT Deed • Final title insurance documents • Statement of escrow closing costs • Relocation costs letter (if applicable) signed by the AUTHORIZED REPRESENTATIVE. The letter must list the relocation amounts (charged to the GRANT) for each tenant displaced by the ACQUISITION. No more than the maximum relocation amount pursuant to Government Code § 7260-7277 can be paid for by GRANT. • Copy of the property appraisal and written concurrence (see page 33, item 1b for more information).

ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECT REIMBURSEMENT Final Payment

Payment Type	When to Submit It	Supporting Documentation to Send to PROJECT OFFICER
Final (20% retention of GRANT and MATCH amounts)	After the GRANTEE has completed the GRANT SCOPE	• GRANT COMPLETION PACKET • Deed Restriction

WILDLIFE AREA ACTIVITIES PROJECT Final Payment

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
Final (20% retention of GRANT and MATCH amounts)	After the APPLICATION is complete and the GRANTEE has spent funds to implement the PROJECT	• GRANT COMPLETION PACKET • Final Report (see page 43 for details)

Payment Request Form Instructions

- Legibly type or print all entries
- Round off all amounts to the nearest dollar

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

1. PROJECT Number - The number assigned by OGALS to the PROJECT

2. CONTRACT Number - As shown in Certification of Funding section of the CONTRACT

3. GRANTEE - GRANTEE name as shown on the CONTRACT

4. PROJECT Title - Name of the PROJECT as shown in the APPLICATION

5. Type of Payment – check appropriate box on form.

6. Payment Information
    a. GRANT amount
    b. Funds received to date - amount paid out from this GRANT
    c. Available - (a. minus b.)
    d. Amount of this request
    e. Remaining funds after this payment - (c. minus d.)

7. Send Warrant to - GRANTEE name, address and contact person
    - Or escrow/title company name, address and contact person if requesting an advance to be placed in escrow for ACQUISITION

8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution or delegated authority.

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

PAYMENT REQUEST FORM

See instructions on reverse.

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

6. PAYMENT INFORMATION

(Round all figures to the nearest dollar)

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

7. SEND WARRANT TO:

AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE
ATTENTION

8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
▶		

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
▶	

(Front)(Excel)(Rev. 5/4/2005)

GRANT COMPLETION PACKET

To request the final payment and close out the GRANT, the GRANTEE must provide the following documents after PROJECT COMPLETION (For the recommended deadline to request a final payment, see page 5).

1. Payment Request Form (see page 41)

2. GRANT Expenditure Form (see page 46)

- For GRANT SCOPES with ACQUISITION costs, provide the documents listed in the "Final Payment Requirements for GRANT SCOPES with ACQUISITION costs**"** chart on page 39.

3. Labor Costs Expenditure Form (as applicable)

4. Equipment Costs Expenditure Form (as applicable)

5. PROJECT COMPLETION Certification (see page 44)

- For ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECTS, OGALS recommends that the GRANTEE file a "Notice of Completion" with the County Recorder pursuant to Civil Code §3093. The purpose of the "Notice of Completion" is to limit the period of time when a mechanic's lien may be recorded against a construction project. Filing the "notice of completion" is <u>not</u> a GRANT completion requirement.

6. Final Report – for **WILDLIFE AREA ACTIVITIES PROJECTS**. Per the GRANTEE's responses to Criteria 5 through 9 in the WILDLIFE AREA ACTIVITIES Application Guide, the report should:

- Note the total number of participants served during the PROJECT
- Describe the partnerships the GRANTEE created and their impact on the stated goals, objectives, and activities
- Discuss the degree to which participants' knowledge has increased. The discussion should include the participants' awareness of urban vs. wildland ecosystems, the need for WILDLIFE AREAS and HABITAT protection, and the need for personal preparedness and safety (e.g., appropriate clothing and equipment) when enjoying a park or WILDLIFE AREA.
- Discuss the degree to which the GRANTEE met the PROJECT's stated goals, objectives, and activities

PROJECT CERTIFICATION FORM

Grantee: _____ **Project Number: _____**

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (___) _____ **Email: _____**

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

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

Interest earned on advance Grant funds: $ _____

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

Certification:
I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and final payment for all work has been made.

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

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

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

_____ _____
Grantee's Authorized Representative Title
(Printed or Typed name)

_____ _____
Grantee's Authorized Representative (Signature) Date
(Printed or typed name)

GRANT EXPENDITURE FORM INSTRUCTIONS

List only ELIGIBLE COSTS charged to the GRANT.

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

If FORCE-ACCOUNT LABOR or GRANTEE's own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If FORCE-ACCOUNT LABOR was used, the date that the work was performed may be used.

Column (3) Name of Contractor, FORCE ACCOUNT, or other entity performing work.

Column (4) Brief description of cost, such as "design", "permits", "construction."

Column (5) PRE-CONSTRUCTION costs subject to the 25% cap (see ELIGIBLE COSTS).

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

An electronic version of this form is available. See the OGALS website at www.parks.ca.gov/grants and follow the links to the Annual Programs and HCF Program.

GRANTEES may use their own spreadsheet if it contains the required information shown above.

GRANT EXPENDITURE FORM

PROJECT Number_____

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Pre-Construction/Activity Amount (5)	Acquisition and/or Construction/Activity Amount (6)

_____

PRE-CONSTRUCTION/ACTIVITY Subtotal (5) $_____

CONSTRUCTION/ACTIVITY Subtotal (6) $_____

Grand Total (5) + (6) $_____

Force-Account Labor Costs Summary Form

PROJECT Number_____

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

Subtotal $_____

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

Equipment Rental Costs Summary Form

PROJECT Number_____

Type of Equipment	Dates Work Performed	Amount

Subtotal $_____

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

VI. ACCOUNTING AND AUDITS

Contact the DPR Audits Office for questions about the following requirements.

Accounting Requirements

GRANTEES must use accounting practices that:

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

Accounting Rules for Employee Services (FORCE-ACCOUNT LABOR)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, recording actual time spent on the PROJECT, and describing the specific work performed on the PROJECT during that time.
  - Time estimates for work performed on the PROJECT are not acceptable.
  - Time sheets that do not identify specific work performed during the time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the GRANTEE's established policy, provided that the regular work time was devoted to the same PROJECT.

State Audit

GRANTS are subject to audit by DPR. (See page 50, Audits Checklist). All PROJECT records must be retained for five years after final payment was received.

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

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

AUDIT CHECKLIST

An audit of the project may be performed before the grant project can be closed. Listed below are some of the items the auditor will examine during the review of the records as applicable. It is the responsibility of the grantee to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office.

CONTRACTS

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

FORCE-ACCOUNT LABOR*

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

IN-HOUSE EQUIPMENT*

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

WILDLIFE AREA ACTIVITIES PROJECT DOCUMENTATION

Proof of purchase of supplies for:

_____ Flyers/Brochures announcing project
_____ Sign-up sheets/Calendars of events
_____ Post-event survey forms
_____ Pictures
_____ Final Report

MINOR CONTRACTS/MATERIALS/ SERVICES/EQUIPMENT RENTALS

_____ Purchase orders/Contracts/Service Agreements
_____ Invoices
_____ Payments (actual cancelled checks/warrants**)

ACQUISITION

_____ Appraisal Report and written concurrence
  _____ Did the owner accompany the appraiser?
  _____ 10 year history
_____ Statement of just compensation (signed by seller)
_____ Waiver of just compensation (if purchased below appraisal: signed by seller)
_____ Final Escrow Closing Statement
_____ Cancelled checks/warrants (payment(s) to seller(s))
_____ Grant deed (vested to the participant)
_____ Title insurance policy (issued to participant)
_____ Relocation documents
_____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

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

AGREEMENT/CONTRACTS

_____ Leases, agreements, etc., pertaining to developed/acquired property

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

**** Front and back if copied**

VII. DEFINITIONS

Capitalized words and terms used in this GRANT Administration Guide are defined below.

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

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

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

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with OGALS, and is requesting GRANT funding through a competitive process.

APPROPRIATION DATE – when program funding is authorized by the legislature.

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

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

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and HISTORICAL RESOURCES that may occur as a result of the entities' proposed PROJECT.

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

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

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

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

DPR – California Department of Parks and Recreation.

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

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

ELIGIBLE COSTS – expenses incurred <u>during</u> the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through a fully executed CONTRACT.

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

FORCE-ACCOUNT LABOR – use of the GRANTEE's employees working on the GRANT SCOPE.

FUND – the HABITAT CONSERVATION FUND created by Section 2786 of the Fish and Game Code.

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

GRANT COMPLETION PACKET – The documents listed on page 43 that are required in order to request final GRANT payment following PROJECT COMPLETION.

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

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT, as specified in the fully executed CONTRACT.

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

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

HCF – also known as Habitat Conservation Fund Program.

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

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

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

LOCAL AGENCY – a City, County, City and County, or a DISTRICT.

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

MAJOR SUPPORT AMENITY – a PROJECT element which is estimated to cost $50,000 or more at the time of application.

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

PRE-CONSTRUCTION COSTS – costs incurred subject to the 25% cap on the GRANT during the planning, design, and permit phase of the PROJECT before construction can begin.

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

PROJECT COMPLETION – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and useable by the public. With approval by OGALS, project completion may occur before the facilities are open and useable by the public.

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

RECREATION FEATURES – GRANT SCOPE elements; can either be a part of active or passive recreation. Land ACQUISITION may also be a RECREATION FEATURE.

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

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

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

SCOPE CHANGE –

1. Adding RECREATIONAL FEATURES and MAJOR SUPPORT AMENITIES, or an event or series of events, or modifying a RECREATIONAL FEATURE, MAJOR SUPPORT AMENITY, or an event or series of events to <u>significantly</u> increase its use or capacity
2. Removing RECREATIONAL FEATURES, MAJOR SUPPORT AMENITIES, or an event or series of events, or modifying a RECREATIONAL FEATURE, MAJOR SUPPORT AMENITY, or an event or series of events to <u>significantly</u> decrease its use or capacity
3. Changing an event, an series of events, or a PROJECT site location

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

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

TRAIL – a thoroughfare or track for pedestrian (including assistive mobility devices), equestrian, or bicycling activities in or to park or WILDLIFE AREAS.

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

WILDLIFE – indigenous flora and fauna.

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

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

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