

Procedure



Office of Grants & Local Services  
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for the

# Specified Local Agency Grant Program

under the

**California Wildlife Coastal and Park Land  
Conservation Bond Act of 1988**



*August 1988*

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



PROCEDURAL GUIDE FOR  
THE SPECIFIED LOCAL AGENCY GRANT PROGRAM  
UNDER THE  
CALIFORNIA WILDLIFE, COASTAL AND PARK LAND CONSERVATION  
BOND ACT OF 1988

August 1988



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## INTRODUCTION

This procedural guide has been developed to assist the local government agencies specified in the Act in applying for grants under the California Wildlife, Coastal, and Park Land Conservation Bond Act of 1988.

This grant program is administered by the California Department of Parks and Recreation (DPR). Day-to-day administration of individual projects is the responsibility of a project officer who is assigned a specific geographical area of the state, based on county boundaries. Processing will be expedited if the name of the project officer assigned to your area is included on all mail. All inquiries, correspondence, and grant applications should be addressed to:

Project Officer (Name)  
California Dept. of Parks and Recreation  
Local Assistance Section  
1416 Ninth Street, Room 1449-1  
P. O. Box 942896  
Sacramento, CA 94296-0001  
Telephone: (916) 445-4441

## IMPORTANT POINTS

1. Costs associated with the specified projects are eligible for reimbursement if they were incurred after June 7, 1988. Be aware that there may be some delay in the actual payment of grant funds due to state and federal procedures and regulations governing the issuance of general obligation bonds. However, if you wish to use your own funds, you will be reimbursed up to the amount allocated for those costs that are deemed eligible as part of the approved acquisition and/or development project as identified in your application(s).
2. Applications may be submitted at any time. However, the completion date for all projects is June 30, 1998. Applicant agrees to return to the state any grant moneys not expended on the project prior to July 1, 1998 within 60 days thereof.
3. No funds will be disbursed until an agreement is executed between DPR and the applicant.
4. Separate agreements will be written for each project. A project is defined as any number of transactions that will occur during the same time frame and is identified within the same line item in the Act (Appendix A).
5. The applicants must comply with planning requirements specified in the Act (Appendix A).
6. References to development, rehabilitation and/or restoration projects in the guide pertain only to the projects involving beaches operated by Los Angeles County.

7. Grants made under this program may be audited at any time by the state.  
AVOID AUDIT EXCEPTIONS - KEEP ACCURATE RECORDS OF ALL EXPENDITURES.
8. The funding for your project cannot be changed to a different site without prior DPR approval.
9. DPR approval of acquisition and/or development documents is required under this program. For acquisition projects, appraisals and preliminary title reports should be submitted before acquisition. For development projects, a complete bid package and/or a force account schedule should be submitted before commencing development.
10. Where necessary, up to 20% of the grant funds may be expended for nonconstruction costs such as plans and specifications, acquisition documents, construction inspections, and directly-related administrative costs.
11. Property acquired under the state grant program must comply with provisions of Chapter 16, Sec. 7260 of Div. 7, Title 1 of the Government Code and state procedures established by the Department of Parks and Recreation. This statute and state regulations require uniform relocation and acquisition procedures necessary in the acquisition of properties by any public entity.

A state acquisition guide, which lists all requirements, is transmitted with this guide.

12. All applications shall contain evidence that the applicant has complied with the California Environmental Quality Act of 1970.

#### ELIGIBLE PROJECTS

Your overall project, along with your allocation, has been defined in the Act (Appendix A). Your application(s) must be consistent with this description. The following types of projects are eligible:

1. Acquisition

Acquisition of readily accessible open space areas is eligible. Acquisition may include developed or undeveloped parcels, fee title, less than fee title such as easements, rights of way, riparian rights, or any interest sufficient to accomplish project goals. Priority consideration should be given to open space areas with ready access to large numbers of the immediate population. Acquisition of lands and structures to be converted to recreation use is also eligible.

2. Development/Rehabilitation

Development of a park that meets an identifiable recreation need, or that provides recreation opportunities not now available, is

eligible. Facilities may include athletic fields, courts, open playfields, tot lots, indoor facilities, picnic tables, and a variety of other facilities that provide opportunities for active and passive recreation use.

Rehabilitation of park, recreation, or historical facilities that are no longer fully serviceable, and that, when rehabilitated, provide expanded or additional recreation or historical opportunities, is eligible. Rehabilitation may include improvement of facilities that are inoperative, unsafe, or allow only limited use, as well as improvements to provide expanded use by the disabled, senior citizens, or other groups.

Adequate tenure to the property is required for development projects. Adequate tenure means the land must be owned by the applicant or subject to a lease or other long-term interest held by the applicant that is satisfactory to the state.

#### WHEN TO APPLY

Applications may be submitted at any time after the passage of the Act, June 7, 1988. However, all projects must be completed by June 30, 1998. There will be an agreement written for each project. A project will be determined by the timing of your transaction(s). Therefore, an agreement could include one or more acquisitions, or in the case of Los Angeles County Department of Beaches and Harbors, one or more acquisitions and/or developments. All transactions of a project must be within the scope of the same line item as identified in the Act (Appendix A).

#### WHAT TO SUBMIT

A complete application will consist of one copy each of the items listed on the back of the application form (Appendix B). When submitting your application materials, please be sure that the person authorized in the resolution signs the application form.

A sample of the required acquisition schedule is shown in the attached Acquisition Guide.

#### PROJECT ADMINISTRATION

##### Normal Grant Process

1. Applicant completes and submits applications to the California Department of Parks and Recreation (DPR).
2. If all application materials are in order, five copies of an agreement are sent to applicant (Appendix D).

3. Applicant returns four signed copies of agreement to DPR.
4. A fully executed agreement is returned to applicant.
5. Applicant may submit payment request for an advance of 10% of grant amount to prepare construction plans and/or acquisition documents (Appendix E).
6. Acquisition and/or development documents are submitted for DPR review and approval.
7. Applicant commences work on project and submits payment request for up to 90% of grant amount.
8. After completion of project, applicant submits support materials (Appendix F) and request for final 10% of grant.
9. Project officer makes final project inspection.
10. DPR may audit the completed project.

#### Total Withdrawal From Program

If a jurisdiction fails to submit an application for its allocated amount or otherwise withdraws from the program or elects not to use its allocation, the allocation will be lost to that jurisdiction. In the event an approved project cannot be completed, and if grant funds were advanced, those funds plus any accrued interest must be returned to DPR.

#### Changes to Approved Project

Applicants may request to change the scope of a project at any time. However, prior DPR approval is necessary before initiating the change.

#### Time Extensions

All funds must be expended before July 1, 1998. Therefore, no extensions beyond this date will be granted. This is a specific requirement of the Act and cannot be changed.

#### Payment of Grant Funds

For acquisition projects, up to 90% of the grant or 100% of the actual acquisition cost, whichever is less, may be advanced after an agreement is signed and the property is in escrow. Such advance shall be placed immediately into escrow, or deposited with the court in condemnation cases.

After DPR has signed the agreement, 10% of the total grant amount may be requested for specific planning for each development project. Up to 90% of the

total grant or 100% of the actual development cost, whichever is less, may be requested after the construction contract is awarded or construction has commenced.

The remaining 10% will usually be reimbursed after completion of the project.

If advances are made and not immediately used, the advanced funds should be placed in a separate interest-bearing account. The applicant shall be held accountable for the interest earned.

Applicants should allow four to six weeks to receive payment after submitting request for payment. When completing the payment request forms, all figures should be rounded to the nearest dollar.

### Income and Interest

Any income earned from the intended recreational use of the project may be spent at the applicant's discretion, consistent with the jurisdiction's normal procedure.

Gross income that is earned by the applicant from nonrecreational uses of lands that have been acquired in fee (e.g. rental from agricultural leases) must be used by the applicant for any of the following at the project site: recreation development, additional acquisition, operation, or maintenance.

Gross income that accrues to a grant-assisted development project during and/or as a part of the construction, from sources other than the intended recreation use, shall also be used for further development of that particular project.

If the gross income and earned interest are not used for additional acquisition, development, or rehabilitation of the project, such income and interest shall be returned to DPR, and/or the amount of the state grant shall be reduced by the amount of such income and interest.

Gross income includes the fair market value of real and/or personal property, or personal services received in exchange for nonrecreational activity conducted on the land acquired and/or to be developed.

### Accounting Requirements

The applicant must maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. This system should provide good audit trails, especially into the source of original documents such as receipts, bills, invoices, time cards, etc. The system must also provide accounting data so that the total cost of each individual project can be readily determined. These records must be retained for a period of three years after final payment is made by DPR. AVOID AUDITS EXCEPTIONS - KEEP ACCURATE RECORDS.

## Eligible Costs

Only project-related costs incurred during the project performance period specified in the grant agreement will be eligible. All such costs must be supported by appropriate invoices, purchase orders, cancelled warrants, and other records. Any funds spent for nonacquisition or nonconstruction purposes reduce the amount of usable facilities available for public use. Therefore, no more than 20% of grant funds shall be spent on eligible nonconstruction or nonacquisition costs such as administration, preparation of plans and specifications, appraisals, etc.

1. Preliminary Costs: Preliminary projects costs (e.g., construction plans, appraisals, acquisition negotiations, etc.) incurred after June 7, 1988 are eligible, provided that an agreement for the project is executed by the state and the applicant.
2. Personnel or Employee Services: Services of the applicant's employees directly engaged in project execution are eligible costs. These costs must be computed according to the applicant's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave, Social Security contributions, etc., that are customarily charged to the applicant's various projects. Costs charged to the project must be computed on actual time spent on a project and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the applicant's established policy, provided that regular work time was devoted to the same project.

Salaries and wages claimed for employees working on state grant-funded projects must not exceed the applicant's established rates for similar positions.

3. Consultant Services: The costs of consultant services necessary for the project are eligible. Consultants must be paid by the customary or established method and rate of the applicant.

No consultant fee may be paid to the applicant's own employees unless specifically agreed to by the state.

4. Construction Equipment: Equipment owned by the applicant may be charged to the project for each use. Equipment use charged must be made in accordance with the applicant's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.

If the applicant's equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project costs on completion.

5. Supplies and Materials: Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than that paid by the applicant. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure, or a part of a structure, the costs that are charged as supplies and materials may be capitalized, according to the applicant's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.
6. Signs and Interpretive Aids: The costs of signs, display boards, or other minor interpretive aids relating to the project are eligible.
7. Construction: The cost of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility, is eligible.
8. Acquisition: Costs of acquiring real property are eligible and may include the approved purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees, and court costs of condemnation.
9. Relocation Costs: Relocation costs are allowable for projects that result in the displacement of any person and/or business. The applicant must comply with the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et. seq.), even if relocation costs are not claimed for reimbursement.
10. Fixed Equipment: Purchase of equipment that is affixed permanently to the facility in question. An example is a sound system installed in a community center.
11. Other Expenditures: In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the project. Some of these costs are:
  - a. Communications (such as telephone, telegrams, letters, etc.)
  - b. Premiums on hazard and liability insurance to cover personnel and/or property during construction period
  - c. Work performed by another section or department of the applicant's agency
  - d. Transportation costs for moving equipment and/or personnel

#### Ineligible Costs

The following is a nonexclusive list of ineligible costs:

1. Indirect costs (overhead)
2. Ceremonial expenses
3. Expenses for publicity
4. Bonus payments of any kind

5. Charges for contingency reserves or other similar reserves
6. Charges in excess of the lowest bid, when competitive bidding is required by the state or the applicant, unless the state agrees in advance to the higher cost
7. Charges for deficits or overdrafts
8. Taxes for which the applicant is not liable
9. Charges incurred contrary to the policies and practices of the applicant
10. Interest expense
11. Damage judgments arising from acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
12. Services, materials, or equipment obtained under any other state program
13. Cost of discounts not taken
14. Travel claimed when no work time was claimed for the same period
15. Contract cost overruns, not approved, that exceed the allowable amount per contract specifications
16. The surcharge payable by the applicant for a project in which there is federal participation
17. Costs associated with the preparation of park master plans
18. Non-Fixed Equipment - Purchase of non-fixed or portable equipment. An example is a portable sound system that may be used in a community center.

#### PROJECT COMPLETION

There are a number of cost-supporting documents needed after project completion. See Appendix F, Support Material for Final Payment, for a complete list of the items that must be submitted to close out a project and receive final payment.

#### STATE AUDIT

After completion of the project, DPR may audit project records. The purpose of the audit is to verify that project expenditures were properly documented. The audit may be requested by the state after the final payment request has been received, all project transactions have been completed, and the necessary payments have been made by the applicant.

If your project is selected for audit, you will be contacted in advance. The audit should include all books, papers, accounts, documents, or other records of the applicant as they relate to the acquisition or development project for which state funds were granted. Projects may be audited at any time up to three years after project completion.

To expedite the audit, the applicant should have the project records, including the source documents and cancelled warrants, readily available. The applicant should also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The applicant shall provide a copy of any document, paper, record, or the like requested by the state auditor.

All project records must be retained by the applicant for a period of not less than one year after the state audit or final disposition of any disputed audit findings.



APPENDIX A

EXCERPT FROM THE  
CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION  
ACT OF 1988  
SHOWING LISTING OF SPECIFIED LOCAL AGENCY PROJECTS



California Wildlife, Coastal, and Park Land Conservation Bond Act

Chapter 2, Section 5907.b(3)

- (3) One hundred eighty-five million four hundred thousand dollars (\$185,400,000) to the Department of Parks and Recreation for grants to local agencies in accordance with the following schedule:
- (A) Thirty million dollars (\$30,000,000) for a grant to San Diego County in accordance with the following schedule:
    - (i) Ten million dollars (\$10,000,000) for acquisition of natural lands in the San Dieguito River Valley.
    - (ii) Ten million dollars (\$10,000,000) for acquisition of natural lands in the Tijuana River Valley.
    - (iii) Ten million dollars (\$10,000,000) for acquisition of San Diego County resource conservation areas and urban canyons in accordance with the resource element of the County General Plan.
  - (B) Ten million dollars (\$10,000,000) for a grant to the City of Laguna Beach for acquisition of, and for grants by the city to nonprofit organizations for acquisition of, natural lands within and contiguous to the Laguna Greenbelt as described in the Orange County General Plan.
  - (C) Four million dollars (\$4,000,000) for a grant to the City of Irvine for acquisition of natural lands in the open space spine designated in the City of Irvine General Plan.
  - (D) Eleven million dollars (\$11,000,000) for a grant to the City of Riverside in accordance with the following schedule:
    - (i) One million dollars (\$1,000,000) for acquisition of natural lands in Sycamore Canyon Wilderness Park in accordance with the city of Riverside Specific Plan.
    - (ii) Ten million dollars (\$10,000,000) for acquisition of land in and near the California Citrus State Historic Park located in the Arlington Heights area of Riverside.
  - (E) Two million four hundred thousand dollars (\$2,400,000) for a grant to the County of Riverside in accordance with the following schedule:
    - (i) Four hundred thousand dollars (\$400,000) for acquisition of land to expand Hurkey Creek Park.

- (ii) One million dollars (\$1,000,000) for acquisition of land for trails in the Santa Ana River Corridor.
  - (iii) One million dollars (\$1,000,000) for acquisition of land for trails suitable for equestrian and hiking uses in Riverside County, including the Temescal Canyon Trail.
- (F) Twenty million dollars (\$20,000,000) for a grant to the County of San Bernardino for acquisition of land primarily through the use of conservation easements within the Chino Agricultural Preserve.
- (G) Twenty-five million dollars (\$25,000,000) for a grant to Los Angeles County in accordance with the following schedule:
- (i) Ten million dollars (\$10,000,000) for acquisition or development of noncommercial visitor use and access facilities, and/or renovation of existing facilities at county, state, or city beaches operated by Los Angeles County.
  - (ii) Ten million dollars (\$10,000,000) for acquisition of land for the Baldwin Hills State Recreation Area in accordance with the general plan for Baldwin Hills State Recreation Area.
  - (iii) Five million dollars (\$5,000,000) for acquisition of natural lands to establish the Brea Heights Regional County Park.
- (H) Seven million dollars (\$7,000,000) for a grant to the County of Santa Barbara for acquisition of natural lands, wildlife habitat, wetlands, and agricultural land preservation, in incorporated and unincorporated areas, in accordance with the following schedule except that expenditures for nonagricultural lands shall be limited to acquisition of lands in the Coastal Zone and shall be of sufficient size to be a major natural or low intensity community recreational resource:
- (i) One million two hundred thousand dollars (\$1,200,000) for nonagricultural lands north of the ridge line of the Santa Ynez Mountain Range.
  - (ii) One million dollars (\$1,000,000) for the preservation of agricultural land in Santa Barbara County as identified for agricultural use in the Santa Barbara County Comprehensive Plan. These funds shall be used primarily for the acquisition of conservation easements.
- (I) Four million dollars (\$4,000,000) for a grant to the County of Monterey for acquisition of conservation easements in Monterey County on agricultural lands in the Salinas and Pajaro Valleys.
- (J) Two million dollars (\$2,000,000) for a grant to the Monterey Peninsula Regional Park District to expand the Garland Ranch

Regional Park and for acquisition of natural lands and wildlife and riparian habitat in the Bixby Creek watershed.

- (K) One million dollars (\$1,000,000) for a grant to the County of Santa Cruz for acquisition of conservation easements in Santa Cruz County on commercially viable agricultural lands in the Pajaro Valley and the coastal terrace north of the City of Santa Cruz, consistent with Section 2.3.1 of the Santa Cruz County General Plan.
- (L) Fifteen million dollars (\$15,000,000) for acquisition of those greenbelt lands known as the Pogonip property located in the City of Santa Cruz and the County of Santa Cruz, as defined in the 1979 City of Santa Cruz Greenbelt Ordinance. This acquisition shall be accomplished through grants to the following entities listed in order of priority: (1) the City of Santa Cruz and (2) a park and open space district or a park and recreation district formed by the local electorate.
- (M) Ten million dollars (\$10,000,000) for a grant to the Midpeninsula Regional Open Space District for acquisition in accordance with the following schedule:
  - (i) One million dollars (\$1,000,000) for acquisition of land between property managed by the district and Castle Rock State Park and Portola State Park.
  - (ii) Nine million dollars (\$9,000,000) for expansion of Rancho San Antonio, Sierra Azul, El Sereno, El Corte de Madera Creek, and Windy Hill Open Space Preserves and for acquisition of Teague Hill Open Space Preserve.
- (N) Thirteen million dollars (\$13,000,000) for a grant to the East Bay Regional Park District in accordance with the following schedule:
  - (i) Ten million dollars (\$10,000,000) for expenditure in accordance with the East Bay Regional Park District Master Plan, for expansion of Morgan Territory Regional Park and Briones Regional Park, acquisitions of natural lands along the Carquinez Straits and on Pleasanton Ridge, and shoreline access and trail acquisitions adjacent to the San Francisco Bay.
  - (ii) One million five hundred thousand dollars (\$1,500,000) for acquisition of lands in the southern portion of Walpert Ridge in Hayward in central Alameda County.
  - (iii) One million five hundred thousand dollars (\$1,500,000) for expansion of the Carquinez Shoreline Park in Port Costa.
- (O) Five million dollars (\$5,000,000) for a grant to the Marin County Open Space District for acquisition of natural lands on Loma Alta Mountain, Big Rock Ridge, and other wetlands, wildlife habitat,

and natural lands in accordance with the Environmental Quality and Open Space Elements of the Marin Countywide Plan.

- (P) Fifteen million dollars (\$15,000,000) for a grant to the County of Marin for preservation of, and for grants by the county to nonprofit organizations for preservation of agricultural lands in the Marin County coastal zone and inland rural corridor, in accordance with the Marin County Agricultural Land Preservation Program. Funds provided in this subparagraph shall be used primarily to acquire agricultural conservation easements.
- (Q) One million six hundred thousand dollars (\$1,600,000) for a grant to the City of Mill Valley for acquisition of natural lands on the Northridge and spurs of Mount Tamalpais, in accordance with the Open Space Elements in the Marin Countywide Plan or the Mill Valley General Plan, or both.
- (R) One million dollars (\$1,000,000) for a grant to the City of Vacaville for acquisition of natural lands along the ridgelines of the Vaca Mountains, Blue Ridge Mountains, and English Hills, including Old Rocky, for a ridgeline park in accordance with the Vacaville City General Plan.
- (S) Two million dollars (\$2,000,000) for a grant to the City of Davis for acquisition of, or for grants from the city to nonprofit organizations for acquisition of, wildlife and riparian habitat, wetlands, and potential wetlands within the 1987 Davis General Plan Study Area.
- (T) Six million dollars (\$6,000,000) for a grant to the County of Sacramento, to be shared by the county with the City of Sacramento on a per capita basis, for acquisition of parklands, wetlands, wildlife habitat, and related greenbelt areas in the county along Morrison Creek, Dry Creek, Snodgrass Slough, Consumnes River, Laguna Creek, Sacramento River, and American River, consistent with the County Park System Master Plan.
- (U) Four hundred thousand dollars (\$400,000) for a grant to Lake County for acquisition of a county park that provides wildlife habitat, riparian areas, and recreational benefits near Middletown.

APPENDIX B  
Application Form



CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION PROGRAM  
APPLICATION FOR SPECIFIED LOCAL AGENCY GRANT

Project Title: \_\_\_\_\_

Amount of Grant Requested \$ \_\_\_\_\_

Estimated Total Project Cost \$ \_\_\_\_\_

Applicant (Agency – address incl. zip code) \_\_\_\_\_

Project Location: \_\_\_\_\_

County \_\_\_\_\_

Nearest City \_\_\_\_\_

Nearest Cross Street \_\_\_\_\_

State Assembly District No. \_\_\_\_\_

State Senate District No. \_\_\_\_\_

Applicants' Representative Authorized in Resolution

(type) \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ ( ) \_\_\_\_\_ (Phone) \_\_\_\_\_

Person with day-to-day responsibility for project (if different from authorized representative)

(type) \_\_\_\_\_ (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ ( ) \_\_\_\_\_ (Phone) \_\_\_\_\_

Description of Project (Brief) Include total estimated acreage to be acquired \_\_\_\_\_

I certify that the information contained in this application, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse of this form.

Signed \_\_\_\_\_ Applicant's Authorized Representative as Shown in Resolution \_\_\_\_\_ Date \_\_\_\_\_

All state requirements must be met and an agreement signed before any funds will be disbursed.

An audit may be performed before final payment.

**Needed for Application  
One Copy of Each of the Following**

1. \_\_\_ Application Form.
2. \_\_\_ Authorizing Resolution from governing body.
3. \_\_\_ Certification by Planning Agency that project is consistent with applicant's General Plan.
4. \_\_\_ Environmental Impact Report or Negative Declaration *and* a copy of the Notice of Determination; or, if applicable, a copy of the Notice of Exemption if the project is categorically exempt.
5. \_\_\_ Project location map (city or county) with enough detail to allow a person unfamiliar with property to locate project lands.
6. \_\_\_ Acquisition map showing exterior boundaries and parcel numbers.
7. \_\_\_ Site plan (development projects).
8. \_\_\_ Acquisition Schedule (acquisition projects).
9. \_\_\_ Cost Estimate (development projects).
10. \_\_\_ Indication of amount, type and source of funds above grant provided by applicant.
11. \_\_\_ Permit or comments from the following if applicable:
  - \_\_\_ State Lands Commission
  - \_\_\_ San Francisco Bay Conservation and Development Commission (BCDC)
  - \_\_\_ Regional Coastal Zone Protection Commission
  - \_\_\_ Corps of Engineers
12. \_\_\_ All leases, agreements, etc., affecting project lands or operation and maintenance.

**Assurances**

The applicant hereby gives assurance and certifies with respect to the grant that:

It possesses legal authority to apply for the grant, and to finance, acquire, and construct the proposed project; that a resolution, motion or similar action has been duly adopted or passed 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.

It will maintain and operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. With the approval of the granting agency, the applicant or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with section 5919 of the Public Resources Code.

It will use the property only for the purposes allowed in the California Wildlife, Coastal, and Park Land Conservation program and to make no other use, sale, or other disposition of the property except as authorized by specific act of the Legislature.

It will give the State's authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

It will cause work on the project to be commenced within a reasonable time after receipt of notification from the State that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

It will comply where applicable with provisions of the California Environmental Quality Act and the California Relocation Assistance Act, and any other state, and/or local laws, rules and/or regulations.

APPENDIX C

RESOLUTION



SAMPLE RESOLUTION

Resolution No: \_\_\_\_\_

RESOLUTION OF THE \_\_\_\_\_  
(Title of Governing Body/City Council, Bd. of Supervisors)  
of \_\_\_\_\_ APPROVING THE APPLICATION FOR GRANT FUNDS  
(City, County, District)  
FOR THE SPECIFIED LOCAL AGENCY GRANT PROGRAM UNDER THE CALIFORNIA WILDLIFE,  
COASTAL, AND PARK LAND CONSERVATION ACT OF 1988 for the following project(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach separate sheet for additional projects)

WHEREAS, the people of the State of California have enacted the California Wildlife, Coastal, and Park Land Conservation Act of 1988, which provides funds to the State of California and its political subdivisions for acquiring and/or developing facilities for public recreational and open space purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the state, setting up necessary procedures governing application by local agencies under the program; and

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

WHEREAS, said application(s) contain assurances that the applicant must comply with; and

WHEREAS, the applicant will enter into an agreement with the State of California for acquisition or development of the project(s);

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ hereby:  
(Title of Governing Body)

1. Approves the filing of an application for the Specified Local Agency Grant Program under the California Wildlife, Coastal, and Park Land Conservation Act of 1988 state grant assistance for the above project(s); and
2. Certifies that said applicant understands the assurances and certification in the application form; and
3. Certifies that said applicant has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that said applicant will expend funds prior to July 1, 1998.
5. Appoints the \_\_\_\_\_ as agent  
(Title - not name)  
of the \_\_\_\_\_ to conduct all negotiations,  
(City, County, District)

execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, the undersigned, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted by the \_\_\_\_\_

(City Council, Bd. of Supervisors or District Board)

following roll call vote:

Ayes:

Noes:

Absent:

---

Clerk

APPENDIX D  
PROJECT AGREEMENT



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

PROJECT AGREEMENT

CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION ACT

APPLICANT \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT NUMBER \_\_\_\_\_

PROJECT PERFORMANCE PERIOD IS July 1, 19 \_\_\_\_\_ to June 30, 19 \_\_\_\_\_

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 California Wildlife, Coastal, and Park Land Conservation Program, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Total State Grant not to exceed \$ \_\_\_\_\_

\_\_\_\_\_  
Applicant

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

By \_\_\_\_\_  
Signature of Authorized Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION FUND OF 1988			
PROJECT NO.	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
UNENCUMBERED BALANCE	ITEM NO.	CHAPTER	STATUTES	FISCAL YEAR	
\$					
ADJ. INCREASING ENCUMBRANCE	FUNCTION				
\$					
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$					
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

**CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION ACT  
SPECIFIED LOCAL AGENCY**

**Project Agreement  
Special Provisions**

Applicant agrees to return to the State any grant moneys not expended on the project prior to July 1, 1998 within 60 days thereof.

**General Provisions**

**A. Definitions**

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Wildlife, Coastal, and Park Land Conservation Act commencing with Section 5900 of the Public Resources Code.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.
5. The term "Application" as used herein means the individual application and its required attachments for grants pursuant to Section 5907 of the Public Resources Code and submitted to the State pursuant to Section 5914 and/or Section 5919 of the Public Resources Code.

**B. Project Execution**

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.  
  
Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.
2. Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. Applicant shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.
4. If the Project includes development, the development plans and specifications or force account schedule shall be reviewed and approved by the State.
5. Applicant agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
6. Applicant agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or force account schedule, including a final inspection upon Project completion.
7. Applicant agrees to submit all significant deviations from the Project to the State for prior approval.

8. If the Project includes acquisition of real property Applicant agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon request by the State.
9. Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.
10. Applicant agrees to provide for reasonable public access to lands acquired in fee with grant moneys except where that access may interfere with habitat protection.

C. Project Costs

The Grant moneys to be provided Applicant under this agreement may be disbursed as follows:

1. If the Project includes acquisition of real property, the State may disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement:
  - a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of acquisition.
  - b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
  - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, after approval by State of Applicant's plans and specifications or force account schedule and after completion of the Project or any phase or unit thereof, State may disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 100% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or force account schedule.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plans and specifications and/or force account schedule must be approved by State prior to any deviation from the State approved plans and specifications and/or force account schedule unless previously authorized by the State.

D. Project Administration

1. Applicant agrees to promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.
2. Applicant agrees that property and facilities acquired or developed pursuant to this agreement shall be available for inspection upon request by the State.
3. Applicant agrees to use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant agrees it should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Applicant agrees that income earned by the Applicant from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Applicants jurisdiction.

E. Project Termination

1. Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the provisions of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State pursuant to Section 5919 (b), Public Resources Code.
5. Applicant and State agree that if the Project includes development final payment may not be made until the Project conforms substantially with this agreement and is a useable public recreation facility.

F. Hold Harmless

1. Applicant agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Applicant agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Applicant and State agrees that in the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Applicant agrees to 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 Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Applicant agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Applicant also agrees to retain such financial accounts, documents and records for three years following project termination or completion.

Applicant and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant agrees to 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.

2. Applicant agrees to use any generally accepted accounting system.

H. Use of Facilities

1. Applicant agrees that the property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Applicant agrees to maintain and operate the property acquired, developed, rehabilitated or restored with grant monies in perpetuity subject to the provisions of Public Resource Code Section 5917. With the approval of State, the applicant or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with Section 5919.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

J. Application Incorporation

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

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 agreement are severable.



APPENDIX E

PAYMENT REQUEST AND INSTRUCTIONS



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

**PAYMENT REQUEST**  
**State Grant Programs**

1. Check Box for Appropriate Grant Program (Do Not Combine Two or More Programs or Projects on One Request)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Roberti-Z'berg-Harris Urban Grant Program | <input type="checkbox"/> 1984 Bond Act | <input type="checkbox"/> 1988 Bond Act |
| <input type="checkbox"/> 1980 Bond Act                             | <input type="checkbox"/> 1986 Bond Act | <input type="checkbox"/> Other         |

2. All the Information Needed for the Next Four Lines is Shown on Your Agreement

Project Title \_\_\_\_\_

Grant Recipient \_\_\_\_\_

Project Number \_\_\_\_\_ DPR Contract Number \_\_\_\_\_

Item Number \_\_\_\_\_

3. Payment Request Number \_\_\_\_\_ Advance  Reimbursement  Final

4. Total Project Expenditures to Date

A. Acquisition

B. Development

- (1) Real Property \$ \_\_\_\_\_
- (2) Relocation \$ \_\_\_\_\_
- (3) Other \$ \_\_\_\_\_
- (4) Total \$ \_\_\_\_\_

- (1) Consultant Services \$ \_\_\_\_\_
- (2) Contracts \$ \_\_\_\_\_
- (3) Labor \$ \_\_\_\_\_
- (4) Materials and Supplies \$ \_\_\_\_\_
- (5) Equipment Rentals \$ \_\_\_\_\_
- (6) Other \$ \_\_\_\_\_
- (7) Total \$ \_\_\_\_\_

5. Payment Request	(a) Total Grant Amount	\$ _____
	(b) Grant Funds Received to Date	\$ _____
	(c) Remaining (a minus b)	\$ _____
	(d) AMOUNT OF THIS PAYMENT REQUEST	

6. Remaining Grant Funds after this Payment \$ \_\_\_\_\_

7. Make Warrant Payable to: \_\_\_\_\_

Address \_\_\_\_\_

**Certification**

I certify that the above information is correct and that all funds received have or will be expended in accordance with the approved agreement for state grant moneys.

\_\_\_\_\_  
(Signed Name – Must be Person Authorized in Resolution)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

Approved for Payment:

\_\_\_\_\_  
(Signed) State Department of Parks and Recreation

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST

The following instructions are keyed to corresponding items in the Payment Request Form:

1. Check appropriate box.
2. Project Title — Identical with that shown on the project agreement front page. For 1986 Bond Act, the name on the Application and Project Summary Form.

Grant Recipient — As shown on the project agreement

Project Number — Upper right hand corner of agreement. For 1986 Bond Act, the number assigned by the State to the project(s) on the Application and Project Summary Form.

DPR Contract Number — Upper left portion of Certification of Funding section on bottom on third of project agreement

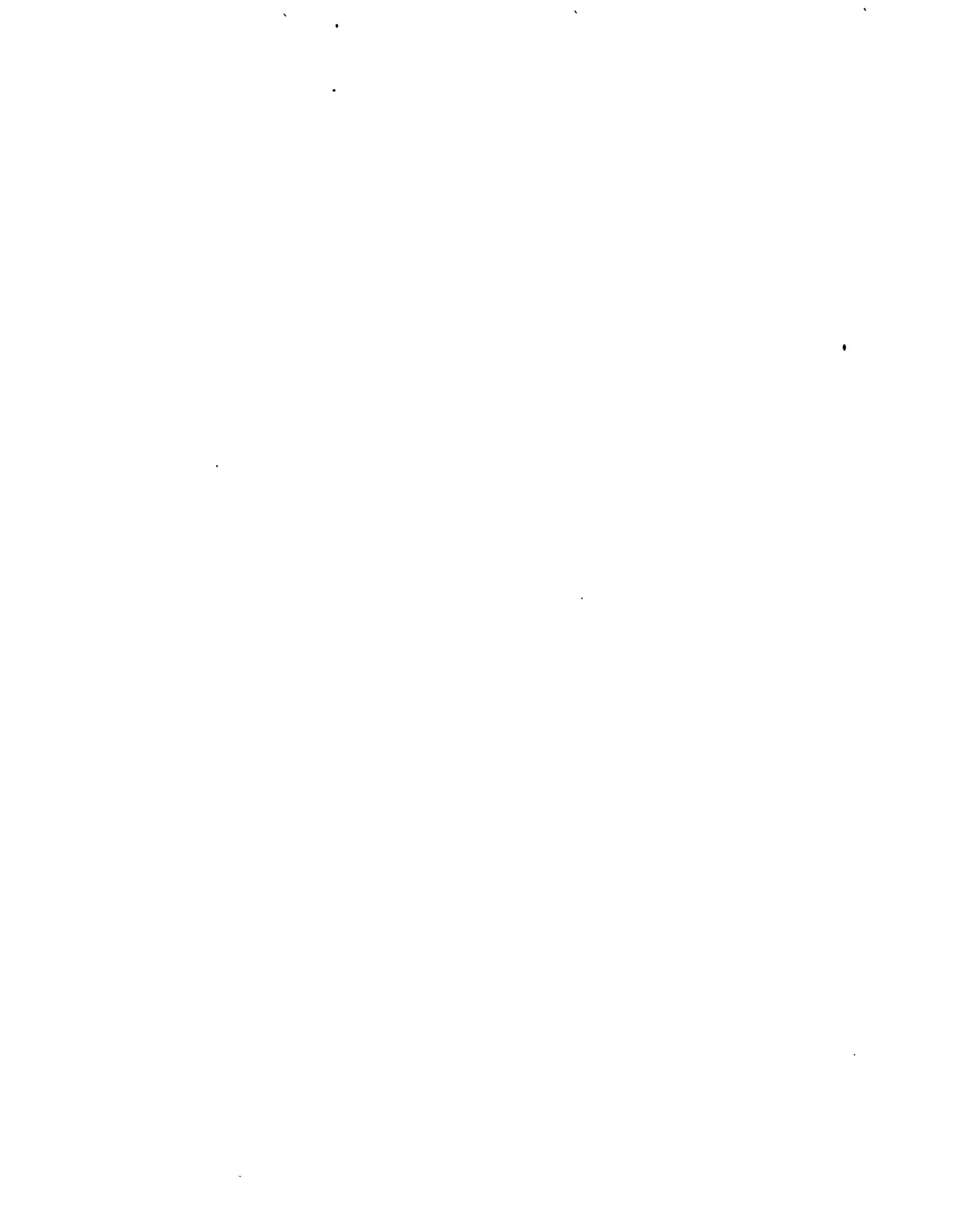
Item in the middle of the Certification of Funding section on the project agreement

3. Payment requests should be numbered in order for each project (1-2-3 etc.) Check advance for all payment requests except the final payment.
4. List expenditures to date.
5. (a) Shown on agreement. For 1986 Bond Act, that amount estimated for this project.  
(b) total of amount(s) already received. For 1986 Bond Act, amount received for this project.  
(c) (a minus b)  
(d) Amount you are requesting. For 1986 Bond Act, requesting for this project.
6. (c minus d).
7. Name, title, jurisdiction, and address that check is to be mailed to.

Certification — This must be signed by the person authorized in the resolution passed by the applicant's governing body.

APPENDIX F

SUPPORT MATERIAL FOR FINAL PAYMENT



## Support Material For Final Payment

1. Four copies of payment request, DPR 212, signed by person authorized in application resolution.
2. Description of completed project, including parcel numbers acquired and/or facilities developed by contract and/or force account.
3. Summary of all project costs, include:
  - a. Warrant numbers
  - b. Amount of warrants
  - c. Date of warrants
  - d. Recipients of warrants
  - e. Purpose of expenditures
4. Summary of force account labor costs, including employee name & no., job title, no. hours worked, dates, amount with fringe benefits, work performed.
5. Summary of equipment costs, including type of equipment, license no., no. hours used, dates, amount, work performed.
6. List all sources of funds including all other grants for above expenditures. Include amounts, sources, purposes, dates received.
7. Copy of Award of Contract for each contract, showing date awarded, name of contractor and contract amount.
8. Notice of Completion and acceptance of work for each contract.
9. Amount of interest earned on advanced grant payments.
10. Certification that final payments have been made on all expenditures and no other reimbursement has been or will be received for which payment is requested.
11. Grant deed, policy of title insurance and relocation costs, if applicable, for acquisition projects.



SL-19-005 Baldwin Hills State Recreation Area

Section 5926 of the 1988 Bond Act legislation says that none of the funds to be used for this project shall be used to acquire lands from which oil or gas is presently being extracted or from which oil or gas is capable of being extracted.

The proposed acquisition includes purchase of a limited fee on properties presently in oil production. The question becomes - is this a violation of the statute?

Our interpretation could be that the county is not acquiring lands producing oil but is rather acquiring a part of the bundle of rights which does not include the oil facility. In this sense our view can be that we are not in violation of the statute.

A stricter interpretation might hold that we are required by that statute to stay away from lands with oil. In essence then we can not do anything at Baldwin Hills because just about everything left there is either in oil or capable of such. Is the statute meant to cripple the program? Or is there a reasonable compromise such as limited fee or future rights purchase. We think it best to be reasonable..

If, in fact the legislation does present us a problem and we can not interpret it as we like then County should propose legislation to change the language to allow the County's intended acquisition of the limited fee or future use. If appropriate the amended legislation could clarify what the intent is and give all of us a clearer picture of what can and cannot be done. We certainly do not want oil wells in the state park but that is not what County wants to do - they want to buy the future.

Another issue at Baldwin Hills revolves around the proposal to acquire another parcel with a condition that the property be leased or licensed to a local little league for 25 years.

This can not be allowed if the property is to be in State ownership. It can be allowed if the property remains in county ownership IF AND ONLY IF the little league use is non-exclusive. Public use should be allowed when the fields are not required for little league activities. But again this is only if in County rather than State ownership. The reason is that development on State Park property must be in accordance with the general plan. The plan requirement would not be applicable to locally owned parks.

If the County still intends to transfer the property to the State then General Plan requirements apply and the County would probably need special legislation to overcome that.