



*Office of Grants & Local Services  
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**PROCEDURAL GUIDE  
FOR  
LOCAL GRANT PROJECTS  
FUNDED FROM  
VARIOUS SPECIAL APPROPRIATIONS**

**State of California - The Resources Agency**

**Department of Parks and Recreation**

**Revised June 1997**

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## INTRODUCTION

This guide will assist in administering state grant funds. It contains program information and application materials.

The grant programs are 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  
Planning and Local Services Section  
1416 Ninth Street, Room 940  
P. O. Box 942896  
Sacramento, CA 94296-0001  
Telephone: (916) 653-7423  
FAX Telephone: (916) 653-6511

## IMPORTANT POINTS

1. No funds shall be disbursed until an agreement between the California Department of Parks and Recreation and the applicant is signed by both parties.
2. 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.
3. All real property shall be acquired in compliance with the provisions of Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code.
4. When a project is approved by the Legislature, funds are usually available for three years only. However, a contract must be executed the first year following appropriation.

## WHAT TO SUBMIT

A complete application consists of one copy each of the items listed on the back of the application form (Appendix A).

## PROJECT ADMINISTRATION

### Normal Grant Process

1. Applicant completes and submits applications to the California Department of Parks and Recreation.
2. If all application materials are in order, an agreement is sent to applicant.
3. Applicant returns signed 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 F).
6. Acquisition and/or development certification form is submitted to DPR for review and approval (Certification Forms mailed with contract).
7. Applicant commences work on project and may submit payment request for up to 90% of grant amount.
8. After completion of project, applicant submits support materials (project completion packet mailed with contract) and request for final 10% of grant.
9. Project officer makes final project inspection.
10. DPR may perform an audit of 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 the state.

### Changes to Approved Project

An applicant wishing to change the scope of an approved project should submit the proposed change in writing to DPR for approval.

### Time Extensions

A request for a time extension and its justification must be submitted to DPR. DPR will determine whether the circumstances warrant a time extension.

### Payments of Grant Funds

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.

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

No advances beyond 10% will be processed until we have received a copy of the award of contract for development projects to be done by contract or a copy of the escrow instructions for acquisition projects. For projects done by force account, we must receive a written statement certifying that work will begin no later than 30 days after receipt of the advance.

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.

Applicant 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 accruing from 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 non-recreational uses of an acquisition project (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, operation, or maintenance of the project, such income and interest shall be returned to the state, 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 the source of original documents such as receipts, progress payments, invoices, time cards, etc. The system must also provide accounting data so 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 the state. **AVOID AUDIT 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. The State recognizes that additional expenditures may be eligible based on language contained in the appropriation for the project.

1. Preliminary costs - Preliminary project costs (e.g., construction plans, appraisals, acquisition negotiations, etc.) incurred after the date of appropriation 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 vacations, 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 the 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 without prior approval or 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 charges must be made in accordance with the applicant's normal accounting practices. The equipment rental rates published by the State 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. Construction 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 cost 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 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 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
  - 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 unless otherwise stated in conjunction with the appropriation for the project:

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 would not have been 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 as per the contract specifications
16. The surcharge payable by the applicant for a project in which there is federal participation

## PROJECT COMPLETION

A project completion packet will be mailed to you along with the signed contract. It contains a payment request form, which may be used to request advances or final payment. It also details the final payment documentation needed.

## STATE AUDIT

After completion of the project, the state may audit the project records. The purpose of the audit is to verify that project expenditures were properly documented. The audit would 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  
APPLICATION FORM

PROGRAM

APPLICATION FOR LOCAL ASSISTANCE GRANT

PROJECT NAME	GRANT AMOUNT \$	
	ESTIMATED TOTAL PROJECT COST (State Grant and other funds) \$	
GRANT APPLICANT (Agency and address-incl. zip code)	COUNTY	NEAREST CITY
	PROJECT ADDRESS	
	NEAREST CROSS STREET	
	SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.

Grant Applicant's Representative Authorized in Resolution

Name (type)	Title	Phone
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Person with day-to-day responsibility for project (if different from authorized representative)

Name (type)	Title	Phone
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Brief description of project

For Dev. projects Land Tenure - Project is: _____ acres: _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest (explain) _____	For Acquisition projects Projects land will be _____ acres _____ Acquired in fee simple by Grant Applicant _____ Acquired in other than fee simple (explain) _____
--	--

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

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

## IMPORTANT

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

An audit may be performed before or after final payment.

An Application for grant funds consists of one copy each of the following:

1. Application Form.
2. Authorizing Resolution from governing body.
3. Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or if applicable, a copy of the Notice of Exemption on file with the County Clerk if the project is categorically exempt.
4. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project.
5. Evidence of adequate land tenure (lease, joint powers agreement, etc.).
6. Acquisition map showing exterior boundaries and parcel numbers. (acquisition projects)
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 the operation and maintenance thereof.
13. Articles of incorporation if nonprofit applicant.

## ASSURANCES

Applicant 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.

Applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the State may require.

Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of state grant funds and local funds allocated to the capital costs of the project.

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

Applicant 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.

Applicant 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 B**  
**PROJECT AGREEMENT**



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

PROJECT AGREEMENT

PUBLIC RESOURCES ACCOUNT  
CIGARETTE AND TOBACCO PRODUCTS SURTAX FUND

APPLICANT \_\_\_\_\_

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

PROJECT PERFORMANCE PERIOD Date of Appropriation 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 Public Resources Account, Cigarette and Tobacco Products Surtax Fund, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

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

\_\_\_\_\_  
Applicant

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

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND PUBLIC RESOURCES ACCOUNT CIGARETTE AND TOBACCO PRODUCTS SURTAX FUND			
PROJECT NO.	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
UNENCUMBERED BALANCE	ITEM	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		



**Project Agreement  
Special Provisions**

**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 Appropriation for the Program.
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 the enabling legislation and/or program.

**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 public access in accordance with the intent and provisions of the enabling legislation and/or program.

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 when an escrow is opened.
  - 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.

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.
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 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. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State Grant funds and local funds allocated to the capital costs of the project.

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

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 C  
SAMPLE RESOLUTION



**SAMPLE RESOLUTION**

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

RESOLUTION OF THE CITY (COUNTY, DISTRICT, ETC.) COUNCIL

CITY OF \_\_\_\_\_

APPROVING THE APPLICATION FOR GRANT FUNDS FOR

\_\_\_\_\_  
(PROJECT)

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; 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 subject project(s);

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
(Applicant)

1. Approves the filing of an application for \_\_\_\_\_  
(Program)  
assistance for the above project(s); and
2. Certifies that said agency understands the assurances and certification in the application form; and
3. Certifies that said agency has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that said agency has reviewed and understands the General Provision contained in the State/local agreement shown in the Procedural Guide; and

Appoints the (designate position, not person occupying position)  
\_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

