

*August 18, 2022*

**ADMINISTRATION GUIDE**  
for the  
**Outdoor Environmental  
Education Facilities**  
**Grant Program**



State of California  
Natural Resources Agency  
Department of Parks and Recreation  
Office of Grants and Local Services

*“Creating Community through People, Parks, and Programs”*

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## **Department Mission**

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

## **The Office of Grants and Local Services (OGALS) Mission Statement**

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

## **OGALS Vision Goals**

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

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# PROCESS FOR GRANTEES

Please contact OGALS with any questions or comments. Contact information for OGALS is provided on the front cover of this guide, and a list of PROJECT OFFICERS is available at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants).

The meanings of words and terms shown in SMALL CAPS are in the Definitions section starting on page 34.

## Start of Grant Performance Period:

1. Your GRANT PERFORMANCE PERIOD is July 1, 2017 through June 30, 2025, and will be shown on your CONTRACT.
  - ELIGIBLE COSTS incurred after the start of the GRANT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is ENCUMBERED.
  - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for REIMBURSEMENT.

## Contracts (page 3)

2. APPLICANTS become GRANTEES when their CONTRACT is ENCUMBERED.

## Payments (page 24)

3. GRANTEES may request payments after CONTRACTS are encumbered. GRANT funds may only be expended on ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD.
  - Special Requirements: Status reports, a Deed Restriction, and a Fidelity Bond for Non-profit organizations are special requirements affecting payment requests. Refer to the Special Requirements section, on page 11.
4. GRANTEES request final payment after PROJECT COMPLETION by sending a GRANT COMPLETION PACKET to OGALS. OGALS conducts a final site inspection before final payment is approved.

## End of Grant Performance Period

5. GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD, which is June 30, 2025. GRANT COMPLETION PACKETS must be sent to OGALS no later than March 31, 2025.
  - OGALS *recommends* that GRANTEES send GRANT COMPLETION PACKETS to OGALS by December 31, 2024. This will provide adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, conduct final site inspections, and process final payments through the State Controller's Office.
  - OGALS *cannot guarantee* final payment, if GRANT COMPLETION PACKETS are received after March 31, 2025.

## **Accounting and Audits (page 32)**

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

## **End of the Contract Performance Period – Long Term Public Use**

7. The CONTRACT PERFORMANCE PERIOD will be shown on your CONTRACT. By signing the CONTRACT, the GRANTEE agrees to the CONTRACT provisions including *Section I. Use of Facilities* found on page 8. The duration of the CONTRACT PERFORMANCE PERIOD depends on the GRANT amount:
  - GRANT amount less than \$100,000: July 1, 2017 through June 30, 2037.
  - GRANT amount \$100,000 or greater: July 1, 2017 through June 30, 2047.

# GRANT CONTRACT

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

## State of California – Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION

### Grant Contract

GRANTEE \_\_\_\_\_

GRANT PERFORMANCE PERIOD is from \_\_\_\_\_ through \_\_\_\_\_

CONTRACT PERFORMANCE PERIOD is from \_\_\_\_\_ through \_\_\_\_\_

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

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

Total State grant amount not to exceed \$ \_\_\_\_\_

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
Grantee By \_\_\_\_\_

By \_\_\_\_\_  
Typed or printed name of Authorized Representative

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

Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

#### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

## **I. RECITALS**

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and \_\_\_\_\_ (hereinafter referred to as "GRANTEE").
2. The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 authorizes STATE to award grants to eligible entities for the purpose of Sections 5096.600 through 5096.683 43 of the Public Resources Code.
3. Pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this grant program was made available through the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
4. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.
5. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.
6. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.
  - a. The GRANT ADMINISTRATION GUIDE;
  - b. The APPLICATION GUIDE;
  - c. The submitted APPLICATION.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

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

1. The term "ACT" means the statutory basis for these grant programs.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.
4. The term "COMPETITIVE GRANT PROGRAM" means the Outdoor Environmental Education Facilities Grant.
5. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

7. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
8. The term “GUIDES” means the documents identified as the “Application Guide for the Outdoor Environmental Education Facilities Grant Program” and the “Grant Administration Guide for the Outdoor Environmental Education Facilities Program.” The GUIDES provide the procedures and policies controlling the administration of the grant.
9. The term “PROPERTY” refers to every parcel of property to which grant funds will be used for the development and/or acquisition thereof.
10. The term “PROJECT TERMINATION” refers to the non-completion of a GRANT SCOPE.

## **B. Project Execution**

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

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

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be first approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.

To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.
4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.



7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

### **C. Project Costs**

1. GRANTEE agrees to abide by the GUIDES, as they may be updated by the STATE from time to time.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time of such update.

### **D. Project Administration**

1. If GRANT MONIES are advanced, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement in writing. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a request for a project status report. The GRANTEE shall also provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in the contract face sheet.
3. The STATE shall have the right to inspect all PROPERTY or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said PROPERTY available for inspection upon 24 hours' notice from the STATE.
4. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment to Grantee may not be made until the work described in the GRANT SCOPE is complete.
5. Any grant funds that have not been expended by the GRANTEE under the terms of this contract shall revert to the STATE.

### **E. Project Termination**

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed to the Grantee. Any grant funds that have not been expended by the GRANTEE shall revert or be returned to the STATE.
2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with any of the terms of this AGREEMENT as well as any other grant contracts, specified or general, that GRANTEE has entered into with

STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE shall mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities 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 MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

#### **F. Budget Contingency Clause**

For purposes of this program, if funding for any fiscal year is reduced or deleted by the State Budget Act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a contract amendment to GRANTEE to reflect a reduced grant amount. This Paragraph shall not require the mutual agreement of the parties.

#### **G. Indemnity**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this contract except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability costs arising out of the DEVELOPMENT, construction, operation or maintenance of the PROPERTY described as the project or GRANT SCOPE which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses and liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and GRANT SCOPE and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project and GRANT SCOPE termination or final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project and GRANT SCOPE in connection with such assistance that is given or used, (c) the amount and nature of that portion of the GRANT SCOPE and project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during GRANTEE'S regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees to operate and maintain any PROPERTY developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE's jurisdiction.
3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any PROPERTY developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
5. The GRANTEE agrees to use any PROPERTY developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the PROPERTY shall be replaced by the GRANTEE with PROPERTY of equivalent value and usefulness as determined by STATE.
6. The PROPERTY developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.
7. Any real PROPERTY (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the State of California, acting through the DPR, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR's rights to enforce performance under the Grant Contract.
8. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint or other notice of the initiation of such proceedings.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

#### **K. Severability**

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

#### **L. Liability**

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT to review, inspect and approve the GRANT SCOPE and any final plans of implementation

shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

#### **M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part. Any attempts by GRANTEE to make such an assignment are void.

#### **N. Section Headings**

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

#### **O. Waiver**

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

\_\_\_\_\_  
Grantee

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

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

Date: \_\_\_\_\_

## **SPECIAL REQUIREMENTS**

Pages 12-21 explain how and when each of the special requirements listed below must be met.

The Grant Payments section starting on page 27 also lists when these items are required for each type of payment request.

- Status Reports (page 12)
- Deed Restriction (page 13)
- Scope Change Requests (page 19)

Additional Requirements for Non-profit GRANTEES:

- Fidelity Bond (page 20)
- Three-Bid Process (page 21)

## Status Report

To monitor the progress of PROJECTS, every six months, OGALS will send Status Reports to GRANTEES to complete. GRANTEES must return Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if Status Reports are overdue. See the sample Status Report below, which is subject to change.

## Status Report

**Grantee:**

**Project Number:**

**Project Name:**

**Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):**

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

**Briefly describe completed work funded by the grant:** (Continue on another sheet if needed.)

**Pre-Construction/Pre-Acquisition** (Planning, CEQA, etc.):

1) \_\_\_\_\_  
\_\_\_\_\_

**Acquisition and/or Construction** (provide photos)

2) \_\_\_\_\_  
\_\_\_\_\_

**Potential Obstacles Affecting Completion**

3) \_\_\_\_\_  
\_\_\_\_\_

4) **Total Funds Spent To Date Using This Grant \$** \_\_\_\_\_

5) **Percentage of Project Complete:** \_\_\_\_\_

6) **Estimated Date of Project Completion:** \_\_\_\_\_

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

\_\_\_\_\_  
**Authorized Representative\***

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

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

## Deed Restriction

The Deed Restriction is a restriction on the title to the property, which ensures that the property is used for a purpose consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as lease agreements.

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

## Deed Restriction Instructions

1. Before filing the deed restriction, the GRANTEE must own the PROJECT land, and have an ENCUMBERED CONTRACT for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction form to the GRANTEE. Fill in all the blank spaces of the Deed Restriction form as indicated below. *Do not alter the Deed Restriction form.*

### Page 1:

I. WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Owner(s)")  
*Insert ownership information as it appears on the deed.*

### Page 3:

#### 5. SEVERABILITY.

Dated: \_\_\_\_\_, 20 \_\_\_\_  
*Insert the date the Deed Restriction is signed by the GRANTEE's Authorized Representative (the position identified on the Grant Contract face sheet) in the presence of a notary.*

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

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

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

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

### Attachments:

- (1) A page entitled, "Exhibit A (Legal Description of Property)"
- (2) Exhibit A: A formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This



information can be obtained from the grant deed or title policy. (NOTE: The assessor's parcel number or a street address is NOT a valid legal description.), and,

- (3) Exhibit B: A complete copy of the Grant Contract signed by the GRANTEE and the State of California with Grant Contract provisions attached.
3. *Notarize it*: Take the unsigned Deed Restriction form, "Exhibit A", and "Exhibit B", to a notary. The GRANTEE's Authorized Representative (the position identified on the Grant Contract face sheet) signs the Deed Restriction form signature page in the presence of a notary. The notary then completes the "Notary Acknowledgement" section.
  4. *Record it*: Take the notarized Deed Restriction form, "Exhibit A", and "Exhibit B", to the County Recorder's Office of the county in which the property is located and ask the County Clerk to "record the Deed Restriction form, Exhibit A, and Exhibit B, on the title to the property."
  5. *Send it*: Send a copy of the notarized and recorded Deed Restriction form, "Exhibit A", and "Exhibit B" to the OGALS PROJECT OFFICER.

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

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

## DEED RESTRICTION

I. WHEREAS, [formal name of Grantee] (hereinafter referred to as “Owner(s)”) is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and

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

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Outdoor Environmental Facilities Grant Program and the funds that are the subject of the Grant could therefore not have been granted; and

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

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

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2017 to June 30, 2037 (20 years) or June 30, 2047 (30 years).

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

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

3. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach

hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the Property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## Scope Change Requests

To maintain the integrity of the competitive grant award process, a SCOPE CHANGE request will be carefully evaluated and must be approved by OGALS in writing (see CONTRACT provision B.2.). This includes removal or addition of, or significant modification to, the scope items listed in the original GRANT SCOPE/Cost Estimate Form. OGALS discourages proposals that eliminate or greatly reduce a PROJECT'S recreational use or capacity.

Therefore, SCOPE CHANGE proposals must include the documents listed below. Any revised documents must satisfy the requirements described in the Application Checklist in the Application Guide for the related program. In addition, each document must include a revision date on the top right corner.

1. A proposal letter signed by the AUTHORIZED REPRESENTATIVE. Contact your PROJECT OFFICER to confirm the information that must be included in the letter. The type of information varies based on the proposed SCOPE CHANGE. In general you will need to include:
  - A description of the proposed SCOPE CHANGE, including a comparison between the original GRANT SCOPE and the proposed GRANT SCOPE'S range of recreational opportunities, projected number of users, and projected operating hours.
  - An explanation of why the scope change is necessary.
  - A comparison of the community based planning process used, if applicable, to develop the original GRANT SCOPE and the proposed GRANT SCOPE.
  - If the requested SCOPE CHANGE is due to an unforeseen shortage of funds, provide information about your attempts to obtain funding from other local, state, federal, or private sources to complete the original GRANT SCOPE.
2. A revised GRANT SCOPE/Cost Estimate Form.
3. A new CEQA Compliance Certification Form if the change involves adding a scope item not covered by the existing CEQA Compliance Certification Form.
4. A revised site plan showing the addition, removal, or modification of the scope item(s).

### **Fidelity Bond (For Non-profit GRANTEES only)**

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium for a Fidelity Bond is an ELIGIBLE COST.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third Party Loss Payee, i.e., the same as a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be at least equal to the GRANT amount. Fidelity Bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. A list of Fidelity Bond frequently asked questions is available on the OGALS web site at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants)

### **Three-Bid Process (For Non-profit GRANTEES only)**

Non-profit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services (greater than \$5,000), and for construction work (greater than \$25,000), thus ensuring state funds are spent responsibly.

Process:

1. Non-profit GRANTEE attempts to obtain three bids for services (greater than \$5,000) and for construction work (greater than \$25,000).
2. To ensure that bidders understand the required PROJECT elements, the non-profit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on “Best Value” factors, and the required PROJECT elements based on the Grant Scope/Cost Estimate Form, and concept level site plan.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

The non-profit GRANTEE’s Board of Directors evaluates the bids to determine which contractor will provide the “best value” and will meet PROJECT requirements. “Best value” should be determined by price, quality of materials, equipment, and workmanship. The evaluation process must ensure no conflict of interest between the contractor and the non-profit GRANTEE’s Board of Directors. The non-profit GRANTEE’s Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision should be recorded in writing.

4. The Board of Directors selects a contractor and awards a contract.
5. For audit purposes, the GRANTEE keeps records of Steps 1 – 4 above.

### **Waiver of Three-Bid Requirement**

The non-profit GRANTEE may request a waiver of the three-bid process requirement. To request a waiver, the GRANTEE must send a written request to the PROJECT OFFICER assigned to the grant PROJECT and explain why a waiver is required.



## ELIGIBLE AND INELIGIBLE COSTS

NON-CONSTRUCTION COSTS include expenses incurred prior to ground breaking, as well as costs associated with grant administration. No more than 25% of the GRANT amount may be spent on NON-CONSTRUCTION COSTS. Additionally, if the Grantee committed match for this project, these costs are not eligible for REIMBURSEMENT.

### ELIGIBLE CONSTRUCTION COSTS

Up to 100% of GRANT Amount  
(Only within the PROJECT SITE )

#### EXAMPLES

- **Site preparation, grading, demo**
- **Installation of natural turf or other surface**
- **Purchase and installation of permanent equipment:** i.e., sprinkler systems, software (as part of a new system), basketball standards, backstops, goal posts, field lighting.
- **Construction supplies and materials:** may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.
- **Construction equipment owned by GRANTEE:** may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.
- **Construction equipment rented or purchased by GRANTEE:** whichever is the most economical use of grant funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE (Rental rates published by the California Department of Transportation may be used as a guide). The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.
- **Construction management:** i.e., scheduling mobilization, directing equipment, materials, construction personnel, site inspections
- **Employee services:** for direct costs related to construction. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.

### ELIGIBLE NON-CONSTRUCTION COSTS

Maximum 25% of GRANT amount

(Only eligible for reimbursement if not receiving match points)

#### EXAMPLES

- **Plans, specifications, construction documents, and cost estimates**
- **Permits**
- **Premiums on hazard and liability insurance to cover personnel or property**
- **Fidelity bond premium cost for nonprofits:** see page 20
- **Bid package preparation and process**
- **Employee services:** for direct costs related to grant administration/accounting. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.
- **Grant administration/accounting:** i.e., completion and submission of forms, payment requests.

### INELIGIBLE COSTS

Cannot be charged to the GRANT

#### EXAMPLES

- **Outside the GRANT PERFORMANCE PERIOD:** costs incurred before or after the GRANT PERFORMANCE PERIOD.
- **Indirect costs:** overhead business expenses of the GRANTEE'S *fixed or ordinary operating costs*: (rent, mortgage payments, property taxes, utilities, office supplies).
- **Beautification/Landscaping** that doesn't directly support the recreation venue
- **Software** (not related to the GRANT SCOPE)
- **Acquisition Costs**
- **Outside PROJECT SITE boundaries:** streets, traffic lights, electricity, water mains or other infrastructure not located within the PROJECT SITE.
- **CEQA Costs**
- **Fundraising**
- **Food**
- **Grant Writing**

## GRANT PAYMENTS

This section is organized by the three types of payments:

- ADVANCE payments (see below)
- REIMBURSEMENT payments (see page 25)
- Final payment (see page 26)

GRANT payments before the final payment may not exceed 80% of the GRANT amount. 20% of the GRANT amount is retained for the final payment as a REIMBURSEMENT.

The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests if they do not meet the requirements described in this GRANT ADMINISTRATION GUIDE.

### Advance Payments

ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments as a privilege and reserves the right to disapprove ADVANCE payments.

There are two types of ADVANCE payments: NON-CONSTRUCTION ADVANCE and CONSTRUCTION ADVANCE

#### NON-CONSTRUCTION ADVANCE

<b>Payment Type</b>	<b>When to Request</b>	<b>Documents to Send to PROJECT OFFICER</b>
NON-CONSTRUCTION ADVANCE(s) up to 25% of GRANT amount	After the GRANT CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Payment Schedule and reason (see page 25)</li><li>• Deed Restriction (if the land is owned by GRANTEE)</li><li>• Fidelity bond for non-profit GRANTEES</li></ul>

#### CONSTRUCTION ADVANCE

<b>Payment Type</b>	<b>When to Request</b>	<b>Documents to Send to PROJECT OFFICER</b>
ADVANCE(s) up to 80% of GRANT amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Payment Schedule and Reason (see page 25)</li><li>• Copy of signed construction contract and a notice to proceed (between GRANTEE and contractor). If this not applicable, state on the Payment Schedule that GRANTEE's own employees will perform the construction.</li><li>• Deed Restriction (if the land is owned by GRANTEE)</li><li>• Fidelity bond for non-profit GRANTEES</li></ul>

## **Payment Schedule and Reason**

A payment schedule is required for an ADVANCE. The payment schedule must provide the following information:

- A month by month estimate, up to six months, showing the anticipated amount needed.
- To which entity the GRANTEE will pay using the ADVANCED funds (FORCE ACCOUNT or name of contractors).
- An explanation about why an ADVANCE is needed, instead of requesting a REIMBURSEMENT after the GRANTEE incurs the costs.

## **Six Month Advance Period -- Documenting expenditure of advanced funds and interest**

GRANT funds ADVANCED and any interest earned, must be spent on ELIGIBLE COSTS within six months and documented on the Grant Expenditure Form. All invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

## **Six Month Advance Period -- Returning Unexpended Advanced Funds or Interest**

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

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

## **Subsequent Advances**

A Grant Expenditure Form documenting expenditure of the total amount of previously ADVANCED funds plus interest must be provided to OGALS before additional payments can be approved.

- This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following items are required to request a waiver:
  1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
  2. A Grant Expenditure Form documenting that the majority of ADVANCED funds have been spent.
  3. A payment schedule with a month by month estimate showing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested ADVANCE.

## **Reimbursement Payments**

There are two types of REIMBURSEMENT payments before the final payment, NON-CONSTRUCTION REIMBURSEMENT and CONSTRUCTION REIMBURSEMENT.

## NON-CONSTRUCTION REIMBURSEMENT

<b>Payment Type</b>	<b>When to Request</b>	<b>Document to Send to PROJECT OFFICER</b>
NON-CONSTRUCTION REIMBURSEMENT(s) up to 25% of GRANT amount	After the CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Grant Expenditure Form</li><li>• Deed Restriction (if the land is owned by GRANTEE)</li><li>• Fidelity Bond for non-profit GRANTEES.</li></ul>

## CONSTRUCTION REIMBURSEMENT

<b>Payment Type</b>	<b>When to Request</b>	<b>Documents to Send to PROJECT OFFICER</b>
REIMBURSEMENT of up to 80% of GRANT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Grant Expenditure Form</li><li>• Construction progress photos</li><li>• Deed Restriction (if the land is owned by GRANTEE)</li><li>• Fidelity Bond for non-profit GRANTEES.</li></ul>

## Final Payments

For the recommended deadline to request a final payment, see page 1, item 5.

The final payment (20% retention of the GRANT amount) will be processed after PROJECT COMPLETION and the following is approved by OGALS:

1. Approval of the GRANT COMPLETION PACKET (see page 30) and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.



<b>Payment Type</b>	<b>When to Request</b>	<b>Documents to Send to PROJECT OFFICER</b>
Final reimbursement (20% retention of GRANT amount)	After the GRANTEE completes the GRANT SCOPE	<ul style="list-style-type: none"><li>• GRANT COMPLETION PACKET</li><li>• Deed Restriction (if the land is owned by GRANTEE)</li><li>• Fidelity bond for non-profit GRANTEES.</li></ul>

# Payment Request Form

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

## PAYMENT REQUEST State Grant Programs

**See Instructions on Page 2.**

1. PROJECT NUMBER		2. CONTRACT NUMBER	
		_____	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT			
<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
<b>6. PAYMENT INFORMATION</b> <i>(Round all figures to the nearest dollar)</i>			
a. Grant Project Amount		\$	_____
b. Funds Received To Date		\$	_____
c. Available (a. minus b.)		\$	_____
d. Amount Of This Request		\$	<input type="text"/>
e. Remaining Funds After This Payment (c. minus d.)		\$	_____
<b>7. SEND WARRANT TO:</b>			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
<b>8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION</b>			
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
			
<b>FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY</b>			
PAYMENT APPROVAL SIGNATURE		DATE	
			

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## PAYMENT INSTRUCTIONS

***One Payment Request Form must be submitted for each grant project.***

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

1. PROJECT NUMBER — The number assigned by the State to this project.
2. CONTRACT NUMBER — As shown in the Certification of Funding section of the project agreement.
3. APPLICANT — Agency name as shown on the project agreement.
4. PROJECT NAME — Title of project for which payment is requested.
5. TYPE OF PAYMENT — Check appropriate box.
6. PAYMENT INFORMATION
  - (a) Grant Project Amount — The amount of state grant funds assigned to this project.
  - (b) Funds Received to Date — Total amount already received for this project.
  - (c) Available — (a. minus b.)
  - (d) Amount of This Payment Request — Amount that is being requested.
  - (e) Remaining Funds After This Payment — (c. minus d.)
7. SEND WARRANT TO — Agency name, address and contact person.
8. CERTIFICATION SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION — Must be an original signature by the person authorized in the application resolution.

## GRANT Expenditure Form

PROJECT Number \_\_\_\_\_

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Non-Construction Amount (5)	Construction Amount (6)
---------------------	----------	---------------	-------------	-----------------------------	-------------------------

---

**NON-CONSTRUCTION Subtotal (5)**

\$ \_\_\_\_\_

**Construction Subtotal (6)**

\$ \_\_\_\_\_

**Grand Total (5) + (6)**

\$ \_\_\_\_\_

List only ELIGIBLE COSTS charged to the GRANT.

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

If FORCE ACCOUNT LABOR or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number (see page 32).

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

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

**Column (4)** Brief description of cost, such as "design", "permits", "construction." When describing such costs, such as "design", state what the design is for, and who prepared it. For items such as "permits", state what kind of permit(s). For items such as "construction," state what type or portion of construction, or what was constructed. (For instance, "framing for kiosk", "cement walkway", etc.)

**Column (5)** NON-CONSTRUCTION costs subject to the 25% cap (see ELIGIBLE COSTS, page 22).

**Column (6)** DEVELOPMENT costs eligible for up to 100% of GRANT amount. (see ELIGIBLE COSTS, page 22).

An electronic version of this form is available at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants).

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



## Grant Completion Packet

To request the final payment and close out the GRANT, the GRANTEE must provide the following three documents after PROJECT COMPLETION. (For the recommended deadline to request a final payment, see page 1, item 5.)

1. Payment Request Form (page 27)
2. GRANT Expenditure Form (page 29)
3. PROJECT COMPLETION Certification (page 31)

OGALS *recommends* that the GRANTEE file a “Notice of Completion” with the County Recorder pursuant to Civil Code §3093. The purpose of the “Notice of Completion” is to limit the period of time when a mechanic’s lien may be recorded against a construction project. Filing the “Notice of Completion” is *not* a GRANT completion requirement.

## PROJECT COMPLETION Certification

Grantee: \_\_\_\_\_ PROJECT Number: \_\_\_\_\_

### Grantee contact for audit purposes

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

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

**List other funds (sources and amounts) used on Project (use additional pages, if needed):**

**Interest earned on advanced Grant funds: \$** \_\_\_\_\_

**Interest spent on ELIGIBLE COSTS: \$** \_\_\_\_\_

**Did the Grantee file a “Notice of Completion” with the county recorder? Yes \_\_\_ No \_\_\_**

### Certification:

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

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

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

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

\_\_\_\_\_  
Grantee's AUTHORIZED REPRESENTATIVE  
(Printed or typed name)

\_\_\_\_\_  
Title of the position authorized in the Resolution

\_\_\_\_\_  
Grantee's AUTHORIZED REPRESENTATIVE  
(Signature)

\_\_\_\_\_  
Date

# ACCOUNTING AND AUDITS

**Contact the DPR Audits Office at (916) 657-0370 for questions about the following requirements:**

## **Accounting Requirements**

Grantees must use accounting practices that:

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

## **Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)**

Grantees must follow these accounting practices for employee services:

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

## **State Audit**

Grants are subject to audit by DPR. (See page 33, Audit Checklist). All PROJECT records must be retained for five years after final payment was received.

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

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

## Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT COMPLETION. Listed below are some of the items the auditor will examine during the review. The GRANTEE must have these records available in a central location ready for review once an audit date and time has been confirmed. Contact DPR's Audits Office at (916) 657-0370 for questions about audit requirements.

### **CONTRACTS**

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

### **FORCE ACCOUNT LABOR\***

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

### **IN-HOUSE EQUIPMENT<sup>1\*</sup>**

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

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

\*\* Front and back if copied.

### **MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS**

- \_\_\_\_\_ Purchase orders/Contracts/Service Agreements
- \_\_\_\_\_ Invoices
- \_\_\_\_\_ Payments (actual cancelled checks/warrants, bank statements and EFT receipts, etc.\*\*)

### **ACQUISITION**

- \_\_\_\_\_ Appraisal Report
- \_\_\_\_\_ Did the owner accompany the appraiser?
- \_\_\_\_\_ 10 year history
- \_\_\_\_\_ Statement of just compensation (signed by seller)
- \_\_\_\_\_ Waiver of just compensation (if purchased below appraisal: signed by seller)
- \_\_\_\_\_ Final Escrow Closing Statement
- \_\_\_\_\_ Cancelled checks/warrants, bank statements and EFT receipts, etc.\*\* (payment(s) to seller(s))
- \_\_\_\_\_ GRANT deed (vested to the participant) or final order of condemnation
- \_\_\_\_\_ Title insurance policy (issued to participant)
- \_\_\_\_\_ Relocation documents
- \_\_\_\_\_ Income (rental, grazing, sale of improvements, etc.)

### **INTEREST**

- \_\_\_\_\_ Schedule of interest earned on State funds advanced. Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

### **AGREEMENT/CONTRACTS**

- \_\_\_\_\_ Leases, agreements, etc., pertaining to developed/acquired property

## DEFINITIONS

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

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

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

**APPLICATION** – the Application Form and attachments submitted by an APPLICANT to OGALS to request GRANT funding through a competitive process and to describe the proposed use of the GRANT as required by the “Application Guide for the Outdoor Environmental Education Facilities Grant Program.”

**APPROPRIATION DATE** – when program funding is authorized by the legislature. This date starts the GRANT PERFORMANCE PERIOD and CONTRACT PERFORMANCE PERIOD.

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

**CEQA** – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities’ proposed PROJECT. For more information refer to <http://ceres.ca.gov/ceqa/>.

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

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

**CONTRACT PERFORMANCE PERIOD** – the twenty or thirty year agreement between the DPR and the GRANTEE specifying the performance of the contractual GRANT obligations between the GRANTEE and DPR. The twenty or thirty year period is shown on the CONTRACT and page 2 of this guide.

**DEVELOPMENT** – the physical improvement of real property including the construction of facilities or structures.

**DPR** – the California Department of Parks and Recreation.

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

**ENCUMBERED** – When the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are reserved by the state for the purpose of funding PROJECT related costs.

**FORCE ACCOUNT LABOR** – use of the GRANTEE’S employees working on the GRANT SCOPE.

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

**GRANT AWARD ANNOUNCEMENT** – a letter issued by OGALS to notify successful APPLICANTS of the intended grant amount at the conclusion of the competitive APPLICATION review process.

**GRANT COMPLETION PACKET** – The documents listed on page 30 that are required in order to request final GRANT payment following PROJECT COMPLETION.

**GRANTEE** – an entity having an ENCUMBERED CONTRACT with DPR.

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

**GRANT SCOPE** – All items listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

**NON-CONSTRUCTION ADVANCE** – payment by OGALS made to the GRANTEE subject to the 25% cap on the grant amount for planning, design, permits, and other work before construction can begin. The costs have not yet been paid for by the GRANTEE (see ADVANCE).

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

**NON-CONSTRUCTION REIMBURSEMENT** – payment by OGALS made to the GRANTEE subject to the 25% cap on the grant amount for planning, design, permits, and other work before construction can begin. The costs have been paid for by the GRANTEE. (See definition of REIMBURSEMENT).

**OGALS** – DPR’S Office of Grants and Local Services.

**PROJECT** – the GRANT SCOPE items.

**PROJECT COMPLETION** – when the GRANT SCOPE items are complete and the facilities are open and useable by the public.

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

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

**SCOPE CHANGE** – Removing, modifying or adding a GRANT SCOPE item, changing the PROJECT utility; also changes to the PROJECT location.