

**Grant Administration Guide
for the
Outdoor Equity Grant Program**

July 27, 2021



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

“Creating Community through People, Parks, and Programs”

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/oeq>

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



Department Mission

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

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

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

OGALS VISION GOALS

To Be:

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

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Words and terms shown in SMALL CAPS are found in the definitions section.

Grant Process

This guide provides grant administration procedures and requirements for competitive PROJECTS funded by AB 209, the Outdoor Equity Grants Program. OGALS retains the right to waive requirements not mandated by statute.

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. Applicant provides insurance documents (see page 8).
5. OGALS sends a contract to the applicant:
 - a. The CONTRACT section, beginning on page 22, includes a sample contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
6. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 13, provides payment request instructions and forms.
 - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
 - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS.
7. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 30, provides directions and an Audit Checklist for DPR audit and accounting requirements.
 - Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
 - GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the PROJECT.
 - PROJECTS must be accessible.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- 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, including percentages, 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 vacation, health insurance, pension contributions and 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.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.

Background Checks

OGALS encourages GRANTEES to take appropriate measures to ensure the safe supervision of vulnerable groups including minors, elderly, and dependent adults during outdoor education programs. Background checks on staff and volunteers can be an effective tool. Resources available to GRANTEES include the Office of the Attorney General, and the National Sex Offender Public Web Site.

[Fingerprint Background Checks | State of California - Department of Justice - Office of the Attorney General](#)

[United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](#)

Special Requirements

- Program Recognition
- Status Reports (page 6)
- Insurance and Fidelity Bond (page 8)
- For non-profit GRANTEES: Three bid process (page 11)

Program Recognition

The GRANTEE shall recognize the Outdoor Equity Grants Program on any PROJECT announcements, social media, website, marketing materials, and news releases using the phrase: "This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services."

Status Reports

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: Pre-Activities Activities

Estimated date of project completion: [Click or tap to enter a date.](#)

Potential obstacles affecting completion: [Click or tap here to enter text.](#)

Is the project: On Time? [Choose an item.](#) Within Budget? [Choose an item.](#) Within Scope? [Choose an item.](#) If any response is no, explain: [Click or tap here to enter text.](#)

Describe grant-funded programming completed since (DATE).

- Pre-Activities (planning, etc): [Click or tap here to enter text.](#)
- Activities (Provide recent photos and/or videos)

Number of activities since: [Click or tap here to enter text.](#)

Youth served since: [Click or tap here to enter text.](#)

Describe the effectiveness of partnerships: [Click or tap here to enter text.](#)

Describe how the activities are meeting the project's goals and objectives: [Click or tap here to enter text.](#)

Describe the tools used to measure those outcomes: [Click or tap here to enter text.](#)

Describe grant-funded work expected to be completed by (MailDate + 6 mos):
[Click or tap here to enter text.](#)

If there have been any changes to the funding for this project, attach a revised Funding Sources Form (see Application Guide page 31).

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.

X

Authorized Representative

Insurance Requirements

GRANTEES must provide OGALS with an insurance accord showing proof of insurance for the contract performance period, which must be kept current for at least six months after the date of the final GRANT payment. Grant payments will not be processed without proof of current and appropriate insurance. GRANTEES shall confirm with their insurance provider and check that the following items are specifically referenced in the insurance accord provided to OGALS.

A. Coverage term

Coverage shall be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate of insurance must be received by OGALS at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.

B. Policy cancellation or termination and notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to OGALS. In the event GRANTEE fails to keep in effect at all times the specified insurance coverage, OGALS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

C. Deductible

GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

D. Primary clause

Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the State.

E. Insurance carrier required rating

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this Agreement, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by OGALS.

F. Endorsements

Any endorsements required by OGALS must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this Agreement, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance or shall supply evidence of insurance to OGALS equal to policies, coverages, clauses, and limits required of GRANTEE by this Agreement.

Any proposed change in the required insurance coverage status stated herein shall be reported to OGALS prior to the effective date of such change, and may result in restrictions being imposed on the usage of the grant monies or equipment.

G. Inadequate insurance

Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the Agreement.

H. Commercial general liability

The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.

I. Vehicle insurance

In addition to general liability coverage required by Section H, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.

J. Vehicle liability

The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the Agreement, including owned, hired and non-owned motor vehicles.

K. Workers’ compensation and employer’s liability

The GRANTEE shall provide either (1) or (2) below:

1. The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this Agreement.

Employer's liability coverage limits of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to OGALS.

2. If paid employees are not used to carry out the activities covered by this Agreement, then the Exemption of Workers' Compensation must be submitted to OGALS.

L. *Self-insurance*

If applicable, the GRANTEE shall provide evidence of self-insurance to OGALS.

OGALS reserves the right to request any additional information, as determined by OGALS, concerning the GRANTEE'S ability to adequately self-insure.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit 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 cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third-Party Loss Payee, i.e., the same as a bank on a car loan or 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 equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current upon execution of the Grant Contract and shall be maintained for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. For additional assistance OGALS offers these [fidelity bond frequently asked questions](#).

Three-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services greater than \$5,000.
 - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
 - Bid description must include all required PROJECT elements based on the original competitive application; Project Selection Criteria proposal and Grant Scope/Cost Estimate Form.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" (determined by price, quality of materials, equipment, and workmanship), and the required PROJECT elements based on the original competitive application.
 - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

4. The nonprofit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet PROJECT requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE's Board of Directors. The nonprofit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement

A waiver will be considered if less than 3 bids were received after solicitation, or when the GRANTEE provides justification for a non-competitive bid (sole source). To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the GRANT and explain why a waiver is required.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved, and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Pre-award planning costs dating back to the appropriation date are eligible for a reimbursement of up to 5% of the GRANT amount.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.

These items are required *prior* to requesting any payment, if applicable:

1. A sample timesheet *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs.
2. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with every payment request, when applicable:

1. A Grant Expenditure Form (see page 16) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the [payment request form](#) is available at www.parks.ca.gov/grants.
- GRANTEES should submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 16) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
 2. Contract Number – As shown in Certification of Funding section of the contract
 3. APPLICANT – GRANTEE name as shown on the contract
 4. PROJECT Title – Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – round down to the nearest dollar
 7. Send Warrant To – agency name, address, and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE

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	
6. PAYMENT INFORMATION <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 style="width: 150px; height: 20px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<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	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](#) and other grant forms can be found on the OGALS website.

GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

Project Number:

Warrant/ Check # (1)	Date (2)	Recipient (3)	Scope Item (4)	Purpose (5)	Amount (6)
TOTAL					\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) Activity in the Community or Nature Area Trip identified in Grant Scope/Cost Estimate Form.

Column (5) Brief description of cost such as equipment, transportation, supplies, labor.

Column (6) Amount of reimbursement requested

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES should submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 17)
2. Final Project Report verified by the PROJECT OFFICER to confirm PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 15)
2. Grant Expenditure Form (page 16)
3. Final Funding Sources Form (see page 30 of the Application Guide)
4. Final Project Report (page 18)
5. Project Completion Certification Form (page 19)
6. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 31)

Sample Final Project Report
(final version will be web-based)

Grantee:
Project Number:
Project Name:
Project Scope:

Summarize grant-funded programming completed (Provide videos and/or photos that offer a sample of highlights with quotes, captions, or testimonials about the impact of the outdoor program). [Click or tap here to enter text.](#)

Number of activities completed: [Click or tap here to enter text.](#)

Total number of youth served: [Click or tap here to enter text.](#)

List all partnerships and describe the effectiveness of each: [Click or tap here to enter text.](#)

Describe how the activities met the project's goals and objectives: [Click or tap here to enter text.](#)

Describe the tools used to measure those outcomes: [Click or tap here to enter text.](#)

Provide tips and lessons-learned including successful methods used, unforeseen challenges, and recommended solutions. [Click or tap here to enter text.](#)

I represent and warrant that I have full authority to execute this Final Project Report 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.

X

Authorized Representative



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

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Certification:

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

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.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested after the CONTRACT is fully executed, for costs expected to be incurred within six months of the request.
- ADVANCE payments must be placed in an interest-bearing account. Earned interest must be spent on the PROJECT and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt or returned to OGALS.
- The sum of ADVANCES cannot exceed 50% of the GRANT.

Documents to send to project officer for advance payments:

- Payment Request Form
- ADVANCE justification (page 21)
- Bid documents (see page 8), copy of signed service contract and a start date or IN-HOUSE EMPLOYEE SERVICES schedule
- Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explain why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 16) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Return the balance of unspent GRANT funds 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.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following 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 statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Competitive Grant Program Contract



State of California – The Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
Sample Grant Contract
Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 20XX through June 30, 20XX

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

 AUTHORIZED REPRESENTATIVE Signature Date

 Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

 AUTHORIZED REPRESENTATIVE Signature Date

 Print Name and Title

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
T.B.A. NO.	B.R. NO.	INDEX		Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code (hereinafter referred to as “GRANT PROGRAM”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “GRANT PROGRAM” means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “GRANTOR”, “DEPARTMENT”, or “STATE” means the California Department of Parks and Recreation.
4. The term “GRANTEE” means the recipient of GRANT MONIES as described in Section I of this CONTRACT.
5. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.
6. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for the Outdoor Equity Grants Program” and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

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

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other 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.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for 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.)

C. Procedural Guide

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

D. Project Administration

1. If GRANT MONIES are advanced for projects, the advanced funds shall be placed in an interest-bearing account until expended. 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 such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirements

1. *Coverage term:* Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. *Policy cancellation or termination and notice of non-renewal:* Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. *Deductible:* GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

4. *Primary clause:* Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. *Insurance carrier required rating:* All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. *Endorsements:* Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance, or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. *Inadequate insurance:* Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the CONTRACT.
8. *Commercial general liability:* The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.
9. *Vehicle insurance:* In addition to general liability coverage required by Section H of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. *Vehicle liability:* The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. *Workers’ compensation and employer’s liability:* The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer’s liability coverage limits

of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

- (2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.

12. *Self-insurance*: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the GRANT PROGRAM, (c) this CONTRACT 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 CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to a) Specific Performance; b) Return of all GRANT MONIES; and c) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

G. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, 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 the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, provision 2, of this CONTRACT.

H. Hold Harmless

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. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the activities conducted described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney 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 or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project 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 termination or issuance of 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 in connection with such assistance that is given or used, (c) the amount and nature of that portion of the 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 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 at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on 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 activities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this CONTRACT 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.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE's interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

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

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; *and* 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

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

P. Waiver

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Accounting and Audits

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, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

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, including percentages 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 vacation, health insurance, pension contributions and 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.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page 31, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

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 the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Award 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, EFT receipts**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

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

IN-HOUSE EQUIPMENT*

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

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

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

ACQUISITION

- Appraisal Report
 - Did the owner accompany the appraiser?
 - 10-year history

- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [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
- Proof of insurance pertaining to developed/acquired property

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

*** Front and back if copied.*

Eligible Costs

Contact OGALS if you have any questions regarding a PROJECT cost.

A) Supplies, Equipment, and Activity Fees/Admissions

Activity Fees: Location entrance fees for places such as museums, parks, campground reservations, zoos, aquariums, botanical gardens, parking, ski lifts, special events; specific experiences such as horseback riding, paddling, rafting, rock climbing, birding; renting or leasing vehicles or equipment for the actual activity fits in this category such as whale watching and safety equipment.

Activity supplies and equipment (examples): include but are not limited to backpacks, tents, mountain bikes, kayaks, surfboards, bodyboards, stand up paddle boards, life jackets, helmets, wetsuits, snowboard/ski's, canopy, sleeping bags, stoves, 2-way radios, binoculars, water filters, snowshoes, hiking boots, gloves, goggles, compasses, fire starters, bug repellent, sunblock, poison oak protectant, first aid supplies, canteens, flashlights, batteries, lanterns, interpretive materials, trash/recycling bags, safety whistle, bear spray, utensils, etc. that are necessary to support an activity.

Most Economical use of State Funds: For supplies and equipment that will cost over \$500 per single unit item, and which can be purchased, leased, or rented, the most economical use of state funds must be applied. This means that the GRANTEE will use the most affordable option to complete the OUTDOOR PROGRAM during the GRANT PERFORMANCE PERIOD by either renting, leasing, or purchasing the supplies and equipment at the best value.

Supplies and equipment may come from GRANTEE'S central stock if claimed costs are no higher than supplies or equipment purchased elsewhere. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the SCOPE, and must be signed by the operator or supervisor.

B) Travel Costs

Travel must be within California only.

Overnight accommodations (camping or lodging): Campsite rentals, yurts, and hotels, following the most economical use of State funds, including travel to and from the destination of the NATURAL AREA TRIP. The cost cannot exceed the state per diem set in each County where the overnight accommodation will take place.
calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Food and food storage: The purchase of food, and purchase or rental of food storage for safety compliance during NATURAL AREA TRIPS. This means the PARTICIPANTS will learn how to prepare the food as an educational health activity of the OUTDOOR PROGRAM.

Meal per diem for NATURAL AREA TRIPS only: Breakfast, lunch, and dinner meals during the path of travel and overnight stays are eligible up to the State's per diem rates or actual cost, whichever is less. Keep receipts for audit purpose. Food related to ACTIVITIES IN THE COMMUNITY is ineligible.

Passenger Ticket purchases: Trains, boats, airplanes, or other public transportation for PARTICIPANTS to and from the planned activity.

Vehicle use for transportation of PARTICIPANTS, including:

- Taking PARTICIPANTS to and from the COMMUNITY HOME BASE to NATURAL AREA TRIPS.
- Taking PARTICIPANTS to and from the COMMUNITY HOME BASE and their schools and neighborhoods for ACTIVITIES IN THE COMMUNITY related to the Grant Selection Criteria.

Vehicles chartered or rented by GRANTEE: Chartered transportation paying for a charter company's standard rate. Rental of vehicles at market value, including low Greenhouse Gas (GHG) emission vehicles.

Vehicles owned/leased by GRANTEE: Mileage incurred on a GRANTEE's own vehicles can be charged at the State's rate that is in effect at the time of the trip. Maintenance and repair cost necessary to safely operate vehicles are built into the State's rate of the allowable charge per mile. A Mileage Log must record the trips charged to the GRANT. For audit purposes, the Mileage Log must describe the miles driven, OUTDOOR PROGRAM purpose related to the SCOPE, and must be signed by the operator and supervisor.

C) Labor

Employee services: See accounting rules for employee services on page 30.

Internships consistent with Grant Selection Criterion #4: Internships will be administered as employee services of the GRANTEE. The GRANTEE must follow applicable laws for employee services, including internships. Visit [California's Division of Labor Standards and Enforcement](#) for internship rules.

Program activity providers: Including physical activity instructors, trainers, nature guides, career pathway educators, language translators, drivers, etc.

Program management: Including site inspections, coordinating partners, scheduling activities, directing equipment, materials, activity instructors, and transportation personnel.

Communication and training: Including outreach to RESIDENTS, training of program activity providers for cultural awareness, and risk management.

Reporting: Including data collection, photography, and videography which can include interviews with PARTICIPANTS.

GRANT administration and accounting.

Miscellaneous costs: Including economical use of State funds cost comparison for equipment, supplies, and NATURAL AREA TRIP related expenses, transporting materials, equipment, personnel, and communications and video documentation of the program achievements.

D) Insurance

Premiums on hazard and liability insurance including aggregate coverage for all activities necessary for the OUTDOOR PROGRAM. See page 8 for insurance policy requirements for GRANTEES.

Ineligible Costs

Costs incurred before or after the GRANT PERFORMANCE PERIOD.

Construction/development of land. Vehicle or land acquisition.

Travel outside of California.

Indirect costs: Overhead business expenses of the GRANTEE'S fixed or ordinary operating costs; (rent, mortgage payments, property taxes, utilities, office supplies).

Park maintenance by the GRANTEE'S existing staff, such as routine restroom cleaning, garbage removal, groundskeeping, scheduled maintenance, graffiti removal, etc.

Fundraising.

Food: Food for ACTIVITIES IN THE COMMUNITY is ineligible. See Eligible Costs, heading B, Travel Costs, for eligible food costs only during NATURAL AREA TRIPS.

Grant Writing.

Programs imposed on GRANTEE through legal mitigation.

Lack of Record Keeping: During an Audit, lack of record keeping can make claimed costs ineligible. Examples include:

- Employee services without documentation of actual time spent on the OUTDOOR PROGRAM.
- Lack of source documents (no evidence of invoices, bid process, payment receipts, etc.).

Assembly Bill No. 209

CHAPTER 675

SECTION 1. Chapter 1.26 (commencing with Section 5090.75) is added to Division 5 of the Public Resources Code, to read:

CHAPTER 1.26. Outdoor Equity Grants Program

5090.75. (a) The director shall establish the Outdoor Equity Grants Program to increase the ability of underserved and at-risk populations to participate in outdoor environmental educational experiences at state parks and other public lands where outdoor environmental education programs take place. The grant program shall award grants to public organizations, including local governments and local educational agencies, joint powers authorities, open-space authorities, regional open-space districts, other relevant public agencies, or nonprofit organizations, with a focus on funding transportation, logistical, and program operations and capacity costs associated with reaching historically underserved communities.

(b) In developing the grant program, the director shall do both of the following:

(1) Develop criteria, procedures, and accountability measures as may be necessary to implement the grant program.

(2) Administer the grant program to ensure that priority is given to underserved populations, including both urban and rural areas and low-income communities, where participation in outdoor environmental education and recreation programs has been limited.

(c) The director shall give priority for funding to outdoor environmental education programs that primarily provide outreach to and serve pupils who are eligible for free or reduced-price meals, foster youth, or pupils of limited English proficiency, as these terms are defined in Section 42238.01 of the Education Code, and have one or more of the following attributes:

(1) Have a curriculum that is aligned to the content standards for California public schools adopted by the State Board of Education, including, but not limited to, the Next Generation Science standards, or the California History-Social Science standards.

(2) Foster stewardship of the environment and include, when available, curriculum established pursuant to Part 4 (commencing with Section 71300) of Division 34.

(3) Integrate instruction in science, technology, engineering, arts, and mathematics.

(d) The director may give additional consideration to outdoor environmental education programs that do any of the following:

(1) Maximize the number of participants that can be served.

(2) Demonstrate partnerships between public, private, and nonprofit entities.

(3) Contribute to healthy lifestyles, sound nutritional habits, and improved outdoor educational and recreational experiences.

(4) Include service learning and community outreach components for purposes of building partnerships between participants and local communities.

(e) The director may provide funding for professional learning, based on approved content standards, for the staff and volunteers of those programs given priority pursuant to subdivision (c).

(f) In implementing the grant program, the department shall work with relevant stakeholders to promote and implement the grant program in a manner that effectively reaches a wide geography throughout the state and ensures that regions in northern, central, and southern California, including both urban and rural areas, are adequately considered with an emphasis on addressing the transportation needs within these regions.

5090.76. (a) Except as authorized by the Legislature, the department shall not allocate for the purposes of the grant program any general fund moneys appropriated by the Legislature to the department in the annual Budget Act.

(b) The director may accept private donations made for the support of the grant program. The director may solicit and accept private funding to help offset the costs of the grant program.

(c) All moneys received pursuant to this section or appropriated by the Legislature for the purpose of the grant program shall be deposited in the California Outdoor Equity Account, which is hereby created within the State Parks and Recreation Fund.

(d) Before commencing any program development activities for the grant program, adequate donations or funds shall be deposited into the California Outdoor Equity Account. This amount shall be sufficient to administer the grant program and provide grant awards.

5090.77. (a) The department shall gather information from applicants following each award year for purposes of evaluating the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. Notwithstanding Section 10231.5 of the Government Code, the department shall annually summarize and report this information for the previous award year to the appropriate budget and fiscal committees of the Legislature. The information in the annual report shall include the total number of children served, the total number and types of entities that received grant awards, appropriate recommendations to improve the grant program, partnerships formed, educational objectives achieved, the total number of applications received, and the total number of children who would have been served had all applicants for the award year received grant awards.

(b) A report required pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

5090.78. The department shall adopt guidelines it determines as necessary to carry out the purposes of this chapter. Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the adoption of guidelines pursuant to this section. The department shall develop a process for public comment and review of the guidelines that involves three public hearings in three different parts of the state before the adoption of those guidelines.

Definitions

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

ACTIVITY IN THE COMMUNITY – outdoor or indoor education components designed to teach PARTICIPANTS about the community’s environment, and the community’s link to clean air, water, and land, that achieves one or more of the following goals: 1. Environmental Justice analysis and reporting that may involve youth leadership development in the community. 2. Solution-based learning about the community’s connection to climate change and other environmental issues such as stormwater runoff, air quality, brownfields, land-use planning, urban heat island effect, groundwater supply, energy, and water efficiency. 3. Discovering nature in action in the community through educational walks looking for flora (trees/plants) and fauna (animals/insects), and visits to local resources such as a community park, creek, zoo, science or nature center etc. 4. Curriculum based activities at the COMMUNITY HOME BASE. 5. Preparing participants for NATURAL AREA TRIPS.

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.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

COMMUNITY HOME BASE – a central gathering place for RESIDENTS of an underserved community where the majority of targeted PARTICIPANTS live. For example, a school, recreation center, community meeting space, or local park may serve as the central gathering place in the underserved community.

DPR – the California Department of Parks and Recreation.

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

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – GRANTEE’S employees working on the PROJECT SCOPE.

NATURAL AREA TRIP – a location at least five miles from the COMMUNITY HOME BASE that is challenging to access by RESIDENTS such as beaches, rivers, lakes, forests, mountains, deserts, tribal land, and state and national parks within California.

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

OUTDOOR PROGRAM – a series of activities (sub-programs) described in the SCOPE that promote education, physical activities, leadership, and career pathways that strengthen PARTICIPANTS’ connection with the natural world. These include ACTIVITIES IN THE COMMUNITY and transporting RESIDENTS to NATURAL AREA TRIPS from the COMMUNITY HOME BASE. These do not involve capital improvement.

PARTICIPANTS – RESIDENTS who join the OUTDOOR PROGRAM. People living outside the COMMUNITY HOME BASE half-mile radius may also be included.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (see page 30 of the Application Guide).

PROJECT COMPLETION – when the SCOPE is complete, and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 17 that are required to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

RESIDENTS – the population living primarily within a half-mile of the COMMUNITY HOME BASE including youth, families, and adults of all ages. This includes but is not limited to migrant working families, foster youth, and families who are homeless.

SCOPE – the activities, as described in the competitive application that must be completed prior to final GRANT payment.