

July 1, 2009

# GRANT ADMINISTRATION GUIDE

For

Conservation Easements Pursuant to Public Resources Code  
Division 5, Chapter 1, § 5011.7.

Administered by

The

Office of Grants and Local Services



State of California  
Department of Parks and Recreation  
Office of Grants and Local Services (OGALS)

*"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, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

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**The meanings of words and terms shown in SMALL CAPS throughout this guide are defined starting on page 28.**

## Introduction

This Grant Administration Guide was developed pursuant to Public Resources Code Division 5, Chapter 1, § 5011.7. This legislation authorizes the DPR to “make grants to a state or local government agency or a nonprofit land trust organization to purchase and hold a conservation easement, using funds appropriated to the department through the annual Budget Act that have been authorized for encumbrance for either capital outlay or local assistance.”

## Process for Grantees

Use this guide for the administration of your CONSERVATION EASEMENT GRANT. This guide explains the requirements and provides forms for the administration of your GRANT.

We hope you will find this guide user-friendly. The meanings of words and terms shown in SMALL CAPS are in the Definitions Section starting on page 28.

Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is given 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).

Steps 1 through 6 below summarize the process and rules for GRANTEES.

### **Start of Grant Performance Period:**

1. Your GRANT PERFORMANCE PERIOD will be shown on your CONTRACT.
  - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
  - ELIGIBLE COSTS incurred after the start of the GRANT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is fully executed.

### **CONTRACT** page

2. APPLICANTS become GRANTEES when their CONTRACT is signed by their AUTHORIZED REPRESENTATIVE and DPR. The funds are encumbered; that is, they are a binding obligation upon the state.
  - CONTRACTS will not be signed by DPR until APPLICANTS provide a letter or other document from the escrow company stating that the escrow is open or will be open within sixty days. If the APPLICANT does not open escrow within twelve months from GRANT award announcement, DPR may rescind the GRANT award.

### **Payments** page 17

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:  
Site Monitoring Status Reports, a Memorandum of Unrecorded Grant Agreement, and a fidelity bond for non profit organizations are special requirements affecting payment requests. The Special Requirements section starting on page 11 explains how and when each requirement must be met.
4. GRANTEES document PROJECT COMPLETION by sending a GRANT COMPLETION PACKET to OGALS.

### **End of Grant Performance Period**

5. GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD. GRANT COMPLETION PACKETS requesting final payment must be sent to OGALS no later than three months before the end of the GRANT PERFORMANCE PERIOD.
- OGALS recommends that GRANTEES send GRANT COMPLETION PACKETS to OGALS at least six months prior to the end of the GRANT PERFORMANCE PERIOD. Six months provides adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, and process final payments through the State Controller's Office.
  - OGALS cannot guarantee that the State Controller's Office can process final payments by the end of the GRANT PERFORMANCE PERIOD, if GRANT COMPLETION PACKETS are received less than three months before the end of the GRANT PERFORMANCE PERIOD.
  - If the State Controller's Office is unable to process payments before the end of the GRANT PERFORMANCE PERIOD, unpaid balances of GRANT funds will revert to the State.

### **Accounting and Audit** pages 26

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.

# GRANT CONTRACT

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

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

## Grant Contract

GRANTEE \_\_\_\_\_

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

CONTRACT PERFORMANCE PERIOD is in perpetuity

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

## **Grant Contract**

### **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. Pursuant to Public Resources Code Division 5, Chapter 1, § 5011.7, the STATE is authorized to make grants to a state or local government agency or a nonprofit land trust organization to purchase and hold a conservation easement, using funds appropriated to the department through the annual Budget Act that have been authorized for encumbrance for either capital outlay or local assistance.
3. Pursuant to Public Resources Code Division 5, Chapter 1, § 5011.7, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions.
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 this grant program.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "ACQUISITION" means to obtain a permanent easement. Leases or rentals do not constitute ACQUISITION.

4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT. Conservation easements pursuant Public Resources Code Division 5, Chapter 1, § 5011.7 must be enforced by the GRANTEE in perpetuity.
5. The term "GRANT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.
6. The term "GRANT SCOPE" means the conservation easement described in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
7. The term "GUIDES" means the documents identified as the "Application Guide for Conservation Easements Pursuant to Public Resources Code Division 5, Chapter 1, § 5011.7." and the "Grant Administration Guide for Conservation Easements Pursuant to Public Resources Code Division 5, Chapter 1, § 5011.7." The GUIDES provide the procedures and policies controlling the administration of the grant.
8. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT. The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.
2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.
3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the Performance Period set forth in Section I of this AGREEMENT, 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 projects.
6. 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.
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.

### **D. Project Administration**

1. If GRANT MONIES are advanced for the conservation easement, the GRANT MONIES shall be placed in an escrow account. If GRANT MONIES are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow, after recording the conservation easement, or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written site monitoring status reports within 30 calendar days after the STATE has made such a request.
3. The GRANTEE shall provide the STATE a report showing total final easement expenditures within 60 days of recording the conservation easement or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this AGREEMENT.
4. 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 request by the STATE.
5. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

### **E. Project Termination**

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed. Any grant funds that have not been expended by the GRANTEE shall revert 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 the terms of this AGREEMENT 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 agrees to 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 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 as addressed in Paragraph E, subsection 2, of this AGREEMENT.

#### **G. Indemnity**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property 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 or liability costs arising out of the conservation easement, ACQUISITION, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE,

their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. 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.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the conservation easement 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 the duration of the GRANTEE'S interest in the conservation easement.
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 conservation easement in connection with such assistance that is given or used, (c) the amount and nature of that portion of the conservation easement 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 purpose of an audit for at least 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees to monitor and enforce the conservation easement on property identified in the conservation easement acquired with the GRANT MONIES in perpetuity.
2. GRANTEE agrees to notify STATE within fourteen calendar days if the conservation easement is the subject of any legal action.
3. GRANTEE agrees that long term maintenance costs for the conservation easement shall be paid for by the GRANTEE.
4. The GRANTEE agrees that the property identified in the conservation easement acquired with the GRANT MONIES under this AGREEMENT shall be used only for the purposes of the conservation easement and must be consistent with the GRANT SCOPE referenced in the APPLICATION, and with the terms of the conservation easement, unless prior written approval is given by the State.

5. The easement or its terms may be amended with the consent of the property owner and the GRANTEE holding the easement and upon approval by the STATE if the STATE determines that the amendment is consistent with Public Resources Code Division 5, Chapter 1, § 5011.7. An amendment to the conservation easement shall go into effect once a subsequently recorded document setting forth the amendment is recorded.
6. The conservation easement 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. If the state or local government agency or nonprofit land trust organization holding the easement is dissolved, the easement shall be transferred to a state or local government agency or nonprofit land trust organization that is qualified to monitor and enforce the easement approved by the STATE. The transfer of the easement shall go into effect after a subsequently recorded document reflecting the transfer is recorded.
8. All conservation easements acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the GRANT SCOPE is taken by use of eminent domain. GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of 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, programs, or other use of the property related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

## **M. Assignability**

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

## **N. Section Headings**

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

## **O. Waiver**

Any failure by a party to enforce its rights under this AGREEMENT, in the event of a breach, shall *not* be construed as a waiver of said rights; and 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 12-16 explain how and when each of the special requirements listed below must be met.

- Site Monitoring Status Report (page 12)
- Memorandum of Unrecorded Grant Agreement (page 13)
- Changes to the Grant Scope (page 15)

Additional Requirement for nonprofit GRANTEES:

- Fidelity Bond (page 16)

## Site Monitoring Status Report

To monitor the CONSERVATION EASEMENT, GRANTEES must send annually a Site Monitoring Status Report to the DPR park district superintendent responsible for the state park unit protected by the CONSERVATION EASEMENT.

The following provides a Site Monitoring Status Reports template. GRANTEES may attach additional pages.

**Grantee:**

**Grant Amount:**

**Name of Conservation Easement:**

1. Provide the date of the most recent inspection of the property (GRANTEE must conduct a physical inspection once every three years). Identify who performed the inspection and provide the inspector's phone number and email address:
2. Describe changes in the conditions of the property as measured against the BASELINE CONDITIONS REPORT that are inconsistent with the objectives of the CONSERVATION EASEMENT:
3. Describe any other violations of the CONSERVATION EASEMENT:
4. Describe any potential activities that could, in the future, impact the natural, cultural, or historic resources protected by the CONSERVATION EASEMENT, such as pending development or encroachment.

Describe the appropriate course of mitigation or legal action to resolve the issues noted above, if any.

### **Attach additional sheets if necessary.**

I represent and warrant that I have full authority to execute this Site Monitoring 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

---

### **Memorandum of Unrecorded Grant Agreement**

The Memorandum of Unrecorded Grant Agreement (Memorandum) records a notice on the title of the PROJECT property stating that the property use has restrictions due to the GRANT CONTRACT with DPR.

The following process will be used to meet the Memorandum requirement:

1. OGALS will send an unsigned Memorandum to the GRANTEE when it is required based on the following:
  - The Memorandum is required after the CONSERVATION EASEMENT is acquired by the GRANTEE.
2. GRANTEE'S AUTHORIZED REPRESENTATIVE or designee signs and dates the Memorandum. GRANTEE attaches a "legal description of land where the PROJECT is located" (attachment A) to the Memorandum. The legal description can be obtained through a title report. GRANTEE notarizes the signed Memorandum and the legal description.
3. GRANTEE sends the notarized and signed Memorandum and the legal description to OGALS.
4. OGALS signs and notarizes the Memorandum, and returns the signed and notarized Memorandum to the GRANTEE for recordation.
5. GRANTEE records the signed and notarized Memorandum, and the attached legal description, with the County Clerk's Office.
6. GRANTEE provides OGALS a copy of the recorded and notarized Memorandum and the attached legal description. The copy must be stamped by the County Clerk, or the grantee must provide other evidence that it was filed with the County Clerk.



Recording requested by, and when recorded)  
return to: State of California )  
Department of Parks and Recreation )  
Grants and Local Services Division )  
1416 9<sup>th</sup> Street, Room 918 )  
Sacramento, CA 95814 )

Space above this line for Recorder's use

County:

APN:

***Memorandum Of Unrecorded Grant Agreement for Conservation Easement***

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of \_\_\_\_\_ (current date), is recorded to provide notice of an agreement between the State of California, acting by and through the Department of Parks and Recreation ("DPR"), and the \_\_\_\_\_ ("Grantee").

---

RECITALS

- A. On or about \_\_\_\_\_ (date grant contract was signed by DPR), DPR and Grantee entered into a certain Grant Agreement No. \_\_\_\_\_ (grant contract number), pursuant to which DPR granted to Grantee certain funds for the acquisition of certain real property, more particularly described in attached Exhibit A (legal description of the land) and incorporated by reference (the "Real Property").
- B. Under the terms of the Grant Agreement, DPR reserved certain rights with respect to the Real Property acquired or improved with the grant funds.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain rights reserved by DPR under the Grant Agreement.

NOTICE

1. The conservation easement (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting by and through the Department of Parks and Recreation (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.
2. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the DPR located at: Office of Grants and Local Services (OGALS)  
1416 9<sup>th</sup> Street, Room 918  
Sacramento CA 95814

DPR:

By: \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Printed Name and Title

GRANTEE:

By: \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Printed Name and Title (AUTHORIZED  
REPRESENTATIVE or designee)

## Changes to Grant Scope

Any requests to amend the conditions of the CONSERVATION EASEMENT will be carefully evaluated and must be approved by DPR in writing.

The CONSERVATION EASEMENT or its terms may be amended with the consent of the property owner and the GRANTEE holding the CONSERVATION EASEMENT and upon approval by the DPR if the DPR determines that the amendment is consistent with Public Resources Code Division 5, Chapter 1, § 5011.7. An amendment to the CONSERVATION EASEMENT approved by DPR in writing shall go into effect once a subsequently recorded document setting forth the amendment is recorded at the County Recorder's Office.

Proposals to amend the CONSERVATION EASEMENT 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 that includes:
  - A comparison between the original CONSERVATION EASEMENT and the proposed amendments.
  - The reason for the amendment.
2. A draft CONSERVATION EASEMENT or other document showing the proposed amendment.
3. A revised BASELINE CONDITIONS REPORT if the change is not covered by the existing BASELINE CONDITIONS REPORT.
4. A revised GRANT SCOPE/Cost Estimate Form if the change is not covered by the existing GRANT SCOPE/Cost Estimate Form.
5. A new CEQA Compliance Certification Form is required if the change is not covered by the existing CEQA Compliance Certification Form.

## **Fidelity Bond**

(For NON PROFIT LAND TRUST ORGANIZATION GRANTEES only)

**A fidelity bond will not be required if the total GRANT amount is ADVANCED by DPR to the escrow company.**

For funds not ADVANCED by DPR to the escrow company, OGALS requires that NON PROFIT LAND TRUST ORGANIZATION GRANTEES provide a copy of their current fidelity bond policy before payment requests will be processed.

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 complete 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 for at least 6 months after the date of the final GRANT payment.

NON PROFIT LAND TRUST ORGANIZATION 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. 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)

## **Eligible Costs Chart**

This section provides rules and examples of ELIGIBLE COSTS for CONSERVATION EASEMENTS.

<b>CONSERVATION EASEMENT COSTS</b> (Up to 100% of GRANT Amount)	<b>EXAMPLES</b>
Purchase price of the CONSERVATION EASEMENT and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> <li>• <b>Appraisals, surveys</b></li> <li>• <b>Baseline Conditions Report</b></li> <li>• <b>CEQA Compliance</b></li> <li>• <b>Preliminary title reports</b></li> <li>• <b>Title insurance fees</b></li> <li>• <b>Escrow fees and purchase price</b></li> <li>• <b>Relocation costs:</b> costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277.             <ul style="list-style-type: none"> <li>○ If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277.</li> </ul> </li> <li>• <b>Employee services:</b> see accounting rules for employee services explained in page 26.</li> <li>• <b>PROJECT/GRANT administration and accounting</b></li> </ul>

<b>INELIGIBLE COSTS</b>	<b>EXAMPLES OF INELIGIBLE COSTS</b>
Cannot be charged to the GRANT	<ul style="list-style-type: none"> <li>• <b>Outside the GRANT PERFORMANCE PERIOD</b> – costs incurred before or after the GRANT PERFORMANCE PERIOD.</li> <li>• <b>Indirect costs</b> – overhead business expenses <u>of the GRANTEE’S fixed or ordinary operating costs</u>: (rent, mortgage payments, property taxes, utilities, office supplies).</li> <li>• <b>Ongoing Monitoring and Enforcement of the CONSERVATION EASEMENT</b></li> <li>• <b>Fundraising</b></li> <li>• <b>Food</b></li> <li>• <b>Grant Writing</b></li> </ul>

## GRANT Payments

This section is organized by the three types of payments, which are:

- ADVANCE payments (see page 18)
- REIMBURSEMENT payments (see page 20)

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.

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

OGALS will not approve payment requests if they do not meet the requirements described in this GRANT ADMINISTRATION GUIDE. ADVANCE payments are made at the discretion of OGALS and OGALS reserves the right to disapprove ADVANCE payments.

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### **ADVANCE Payments**

The following section describes ADVANCE payments for ACQUISITION costs.

#### **ACQUISITION ADVANCE:**

<b>Payment Type</b>	<b>When to Request</b>	<b>Documents to Send to PROJECT OFFICER</b>
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ADVANCES up to 100% of the GRANT amount for ACQUISITION.	After the GRANT CONTRACT has been encumbered, and escrow is open.	The five required items to request an ADVANCE payment into escrow. (explained below)
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These five items are required to request an ADVANCE payment into escrow for ACQUISITION:

1. A letter on the GRANTEE'S letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
  - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
  - b) GRANT CONTRACT number and amount of GRANT funds requested.
  - c) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions."
  - d) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this Agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Escrow instructions.
3. Cover page of the preliminary title report.
4. CEQA Compliance Certification Form (if not yet provided).
5. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person. See page 21.

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

### **Returning Unexpended Advanced Funds for ACQUISITION:**

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

## Reimbursement Payments

<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 escrow is closed.	After the CONTRACT is encumbered and the GRANTEE incurred ACQUISITION costs for work related to the GRANT SCOPE.	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Grant Expenditure Form</li></ul>

**See page 24 for information about the GRANT COMPLETION PACKET which is required to close out the GRANT/request final payment.**

# Payment Request Form

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

## PAYMENT REQUEST FORM

**See instructions on reverse.**

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. GRANTEE			
4. PROJECT TITLE			
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 Amount		\$	_____
b. Funds Received To Date		\$	_____
c. Available (a. minus b.)		\$	_____
d. Amount Of This Request		\$	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
e. Remaining Funds After This Payment (c. minus d.)		\$	_____
<b>7. SEND WARRANT TO:</b>			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
ATTENTION			
8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.			
SIGNATURE OF POSITION AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
<b>FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY</b>			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

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

## Payment Request Form Instructions



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

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

1. PROJECT Number - The number assigned by OGALS to the PROJECT
2. CONTRACT Number - As shown in Certification of Funding section of the CONTRACT
3. GRANTEE - GRANTEE name as shown on the CONTRACT
4. PROJECT Title - Name of the PROJECT as shown in the Application
5. Type of Payment – check appropriate box on form.
6. Payment Information
  - a. GRANT amount
  - b. Funds received to date - amount paid out from this GRANT
  - c. Available - (a. minus b.)
  - d. Amount of this request
  - e. Remaining funds after this payment - (c. minus d.)
7. Send Warrant To - GRANTEE name, address and contact person
  - Or escrow/title company name, address and contact person if requesting an advance to be placed in escrow for ACQUISITION
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution or delegated authority.

## GRANT Expenditure Form

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

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Conservation Easement Cost (5)
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Grand Total (5) \$ \_\_\_\_\_

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 26)

**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 Escrow Company, Vendor, FORCE ACCOUNT, or other entity performing work.

**Column (4)** Brief description of cost, such as "preliminary title report", "CEQA."

**Column (5)** ACQUISITION costs (see ELIGIBLE COSTS, page 16).

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 documents after PROJECT COMPLETION. (For the recommended deadline to request a final payment, see page 2, #5.)

1. CONSERVATION EASEMENT recorded with the County Recorder's Office
2. Memorandum of Unrecorded Grant Agreement if not yet provided. (page 13)
3. Escrow Closing Statement
4. Relocation costs letter (if applicable) signed by the AUTHORIZED REPRESENTATIVE. The letter must list the relocation amounts (charged to the GRANT) for each tenant displaced by the ACQUISITION. No more than the maximum relocation amount pursuant to Government Code §§7260 – 7277 can be paid for by the GRANT.
5. PROJECT COMPLETION Certification (page 25)
6. Payment Request Form if applicable (page 21)
7. GRANT Expenditure Form if expenditure of previously ADVANCED funds have not yet been documented. (page 23)

**PROJECT COMPLETION Certification**

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

**Grantee contact for audit purposes**

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

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

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

**PROJECT COMPLETION – identify the CONSERVATION EASEMENT acquired (use additional pages, if needed):**

**List other funds (sources and amounts) used for the CONSERVATION EASEMENT (use additional pages, if needed):**

**Interest earned on advanced Grant funds: \$ \_\_\_\_\_ Interest spent on ELIGIBLE COSTS: \$ \_\_\_\_\_**

**When date did the Grantee record the CONSERVATION EASEMENT the at the County Recorder's Office?**  
\_\_\_\_\_

**Certification:**

I hereby certify that all Grant funds were expended on the above named conservation easement and that the conservation easement 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) 445-8999 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, recording actual time spent on the PROJECT, and describing the specific work performed on the PROJECT during that time.
  - Time estimates for work performed on the PROJECT are not acceptable.
  - Time sheets that do not identify specific work performed during the time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.

## **State Audit**

Grants are subject to audit by DPR. (See page 27, 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) 445-8999 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\*\*)
- \_\_\_\_\_ Stop Notices (filed by sub-contractors and release if applicable)
- \_\_\_\_\_ Liquidated damages (claimed against the contractor)
- \_\_\_\_\_ Notice of completion (recorded)

### FORCE ACCOUNT LABOR\*

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

### IN-HOUSE EQUIPMENT\*

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

\* 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\*\*)

### 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 (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 proper

## DEFINITIONS

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

**ACQUISITION** – to obtain a CONSERVATION EASEMENT, which gives permanent rights to use the property for the purposes of the GRANT SCOPE.

**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 a fully-executed CONTRACT with DPR, and is requesting GRANT funding through a competitive process.

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

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

**BASELINE CONDITIONS REPORT** – an assessment of the land’s natural, cultural, and historical conservation values that documents the condition of the property at the time of the signing of the CONSERVATION EASEMENT. The baseline conditions report must be detailed enough so that future changes in the condition of the property can be measured against the information in the report.

**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/>.

**CONSERVATION EASEMENT** – a limitation in a recorded instrument that contains an easement, restriction, covenant, condition, or offer to dedicate, that has been executed by or on behalf of the owner of the land subject to that limitation and is binding upon successive owners of the land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition. “Conservation easement” includes a conservation easement as defined in Section 815.1 of the Civil Code, an open-space easement as defined in Section 51075 of the Government Code, and an agricultural conservation easement as defined in Section 10211.

**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.

**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 a fully executed CONTRACT.

**FORCE ACCOUNT LABOR** – 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 COMPLETION PACKET** – The documents listed on page 23 that are required in order to request final GRANT payment following PROJECT COMPLETION.

**GRANTEE** – an entity having a fully executed CONTRACT with DPR.

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

**GRANT SCOPE** – The CONSERVATION EASEMENT described in the GRANT SCOPE/Cost Estimate Form that will be purchased by the GRANT.

**NON PROFIT LAND TRUST ORGANIZATION** – “Nonprofit land trust organization” means a nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)), that is exempt from taxation under Section 501(a) of that code (26 U.S.C. Sec. 501(a)), and that has among its purposes the conservation of natural or cultural resources.

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

**PROJECT** – the CONSERVATION EASEMENT described in the GRANT SCOPE/Cost Estimate Form that will be purchased by the GRANT.

**PROJECT COMPLETION** – when the purchase of the CONSERVATION EASEMENT described in the GRANT SCOPE /Cost Estimate Form is complete and the easement is recorded at the County Recorder’s Office.

**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 an escrow company or vendor.

**TOTAL PROJECT COST** – the combined dollar amount of all funding sources used to purchase the CONSERVATION EASEMENT described in the GRANT SCOPE/Cost Estimate Form.