PROCEDURAL GUIDE

FOR

LOCAL GRANTS

FUNDED FROM

SPECIAL ACCOUNT FOR CAPITAL OUTLAY
(SAFCO)

State of California - The Resources Agency

Department of Parks and Recreation

October 1987

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INTRODUCTION

This Procedural Guide will assist local government in applying for and administering SAFCO grants. It contains information on the program, application and billing procedures and the criteria for an acceptable project.

This guide is basically the one used to administer grants funded under the 1980 Bond Act. It has been modified to apply to SAFCO grants.

Important Points Concerning Program Procedures

1. This program is administered by the State Department of Parks and Recreation. All inquiries, correspondence and grant applications should be addressed to:

   State Dept. of Parks and Recreation
   Local Assistance Section
   P. O. Box 942896
   Sacramento, CA 94296-0001
   Telephone: (916) 445-4441

2. No State grant funds shall be available for expenditure until they are appropriated and no funds shall be disbursed until an agreement between the State Department of Parks and Recreation and the applicant has been signed by both parties.

3. State approval of construction and/or acquisition documents is required.

4. All real property shall be acquired in compliance with the provisions of Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code.

5. Adequate tenure to the property is required for development projects.

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

7. Funds granted may be expended for development, rehabilitation or restoration only on lands owned by <u>or subject to a lease or other interest</u> held by the applicant city, county or district. If such lands are not owned by the applicant, the applicant shall first demonstrate to the satisfaction of the Director of the Department of Parks and Recreation that the development, rehabilitation or restoration will provide benefits commensurate with the type and duration of interest in land held by the applicant.

8. When a project is approved by the Legislature, funds are available for three years. However, a contract must be executed the first year following appropriation.

Normal Grant Process

A. Eligible local agencies submit applications for individual projects.

B. The State reviews the application and inspects the project.

C. The State signs an agreement with the applicant for each project. This encumbers the funds.

D. For acquisition projects, the applicant submits to the State for review acquisition documents, including appraisal and a preliminary relocation plan if relocation is involved. The State can advance 10% of the grant funds for acquisition documents including appraisals.

E. For development projects, the participant submits a complete bid package including plans, specifications and cost estimate to the State for engineering review. (If work is to be done by a force account, a set of plans, a cost estimate and a force account schedule are needed. See Appendix D.)

F. For development projects, the State may advance 10% of the grant for preparation of plans and specifications. Up to 90% for construction after approval of plans may be advanced, but only after the contract is awarded and/or construction commences.

G. The applicant requests final payment after the project's completion and submits final acquisition or development documents to the State (see Appendix F).

H. The State makes a final inspection of development projects.

I. The State audits the applicant's records.

J. The applicant is paid the remaining grant balance.

These procedures are intended to serve as guidelines for assisting applicants in preparing applications and administering approved projects. It is recognized that there may be situations which will warrant modification to the procedures. These conditions will be dealt with on a project-by-project basis.

APPLICATION PROCEDURES

The speed with which applications are processed depends largely on the accuracy and completeness of the applications. Experience indicates that delays in application processing and some rejections are the result of incomplete or inaccurate information in applications. Applications must include all required material, and must be submitted on time to ensure adequate processing.

What to Submit

See back of application on form on Page 17. The following numbered instructions conform to the item numbers on the back of the form.

1. Complete application form as indicated. Be sure that person authorized in resolution signs form.

2. Use sample resolution on Page 20.

3. Compliance with the California Environmental Quality Act of 1970

   The applicant is encouraged to obtain a copy of Chapter 3, Division 6, Title 14, California Administrative Code, which sets forth guidelines for implementation of CEQA.

   The grant applicant (lead agency) determines if the project requires an environmental impact report or a negative declaration, or is categorically exempt. The State Department of Parks and Recreation (responsible agency) will determine the applicability of the action taken by the grant applicant.

   If Not Categorically Exempt

   One copy of the final E.I.R. or negative declaration and the State Clearinghouse review letter with comments, if any, and lead agency replies; and a copy of the notice of determination filed with the County Clerk where the project is to be done.

   If Categorically Exempt

   One copy of a notice of exemption filed with the County Clerk where the project is to be done.

   Copies of the notice of determination or notice of exemption submitted to the State should have the County Clerk's stamp and the date of billing on the document as proof of filing.

5. Project Location Map

Provide one copy of a county or city map showing the project location. Indicate the route of legal public access, or describe a method of providing access.

6. Land Tenure

Provide one copy each of all leases, agreements and permits affecting project lands or operation and maintenance of the project. The State must approve non-recreation uses.

7. Acquisition Map (acquisition projects only)

Provide one copy of a subdivision plot or boundary map showing the exterior boundaries of each parcel to be acquired.

8. Site Plan (development projects only)

Provide a scaled site map showing the major facilities and exterior boundaries of the area to be developed with the grant.

9. Acquisition Schedule

Sample Acquisition Schedule

Parcel Code*	No.	Acreage	Est. Date of Acq.	Est. Value of Land to be Acquired	Est. Value of Improvement to be Acquired	Relocation	Total Est. Cost
1	1	25.20	2/84	102,000	---	-----	$102,000
2	2	2.97	1/84	19,000	4,500	7,000	30,500
1	3	6.00	2/84	31,000	---	-----	31,000
1	4	37.13	2/84	76,500	---	-----	76,500
			Administration of Relocation Program			1,000	1,000
Total Acreage		71.30				Total	$241,000

*Code: 1: Negotiated purchase; 2: Condemnation

10. Cost Estimate

Sample Development Cost Estimate

Construction Costs	
Site Preparation	$ 7,000
Demolition (Removal of Obsolete Bathhouse)	1,000
Parking Lot and Road	20,000
Lighting System	8,000
Automatic Irrigation System	25,800
Picnic Tables and Benches	10,000
Barbecue Stoves	500
Underground Trash Receptacles	1,000
Walkway	11,000
Bicycle Trail and Bicycle Rack	2,500
Restroom	32,000
Sewer System	5,000
Water System	11,000
Electrical System	2,000
Storm Drain	1,000
Model Boat Lagoon	8,000
Architectural, Engineering and Inspection Costs	
Engineering and preparation of plans, specifications and contracts done by City forces	5,000
Engineering supervision of contractual construction	2,000
Total	$152,800

11. Additional Funds

List local funding source if the project exceeds the grant amount.

12. Comments from Other Agencies

If applicable, include comments and/or permits from the San Francisco Bay Conservation and Development Commission (BCDC) and a statement of compliance if the proposed project is located on or near the shoreline of San Francisco Bay; from the appropriate regional coastal commission if the proposed project falls within the coastal zone (California Coastal Act of 1976); and from the U.S. Army Corps of Engineers, State Lands Commission, etc., as appropriate.

13. Operation and Maintenance

Submit copies of all current or proposed agreements for maintenance and operation of the project.

State Project Inspections

The State may conduct inspections after approving a project application or project alteration, to determine both project eligibility and the adequacy of fiscal and administrative management practices and procedures as they relate to execution of the proposed project. Periodic inspections may also be made during the project period.

PROJECT ADMINISTRATION

The State grant funds must be encumbered during the first year following approval of the project by the legislature. This is accomplished through execution of an agreement between the applicant and the State Department of Parks and Recreation. Funds for projects not encumbered revert to the originating funds. A resolution from the supervising authority approving execution of the agreement must be submitted with the application for the grant. The agreement (see Appendix C) will incude clauses relating to the following:

1. Assumption by the applicant of all responsibility for operation and maintenance.

2. Agreement to provide and submit progress and expenditure reports.

3. Agreement as to the availability of books, records and reports for inspection by the State.

4. Agreement for project inspection by the State.

5. A "hold harmless" statement indemnifying the State of damage costs, liability and so on.

6. Nondiscrimination.

7. Interest that accrues on advanced grant funds.

Accounting Requirements

The applicant must maintain an accounting system that accurately reflects fiscal transactions with the necessary controls and safeguards. This system should provide good audit trails, especially into the source of original documents such as receipts, bills, invoices, time cards, etc. The system must also provide, or potentially provide, accounting data so the total cost of each project can be readily determined.

Eligible Costs

Only project-related costs incurred during the project performance period specified in the grant agreement will be eligible. All such costs must be supported by appropriate invoices, purchase orders, cancelled warrants and other records. Preliminary project costs must be segregated and fully supported and documented as being attributed to the project.

1. Preliminary Costs - Preliminary project costs (e.g. site planning, appraisals, acquisition negotiations, etc.) incurred after the date of appropriation (i.e. passage of the State Budget that includes the project) are eligible, provided that an agreement for the project is executed by the State and the applicant.

2. Personnel or Employee Services - Services of the applicant's employees directly engaged in project execution are eligible costs. These costs must be computed according to the applicant's prevailing wage or salary scales, and may include fringe benefit costs such as vacations, sick leave, social security contributions, etc., that are customarily charged to the applicant's various projects. Costs charged to the project must be computed on actual time spent on a project. Overtime costs may be allowed under the applicant's established policy, provided that the regular work time was devoted to the same project.

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

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

No consultant fee may be paid to the applicant's own employees without prior approval or unless specifically agreed to by the State.

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

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

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

5. Supplies and Materials - Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than that paid by the applicant. When supplies and/or materials are purchased with the intention of construction a piece of equipment, a structure or a part of a structure, the cost may be charged as supplies and materials are capitalized, according to the applicant's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.

6. Signs and Interpretive Aids - The cost of signs, display boards or other minor interpretive aids relating to the project are eligible.

7. Construction - The cost of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure, are eligible.

8. Acquisition - Costs incurred in acquisition of real property may include: The approved purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees and court costs of condemnation.

9. Relocation Costs - Relocation costs are allowable for projects that result in displacement of any person and/or business. The applicant must comply with the requirements of the Relocation Act, even though relocation costs are not claimed for reimbursement.

10. Other Expenditures - In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the project. Some of these costs are:

    a. Communications (such as telephone, telegrams, letters, etc.).

    b. Premiums on hazard and liability insurance to cover personnel and/or property.

    c. Work performed by another section or department of the applicant's agency.

    d. Transportation costs for moving equipment and/or personnel.

11. Indirect Costs - Costs that are attributable to direct labor and/or other costs may be allowed to the extent that they are customarily charged to other projects of the applicant, and are fairly allocated in accordance with generally accepted accounting principles.

Ineligible Costs

The following are not eligible costs:

1. Ceremonial expenses

2. Expenses for publicity

3. Bonus payments of any kind

4. Charges for contingency reserves or other similar reserves

5. Charges in excess of the lowest bid, when competitive bidding is required by the State or the applicant, unless the State agrees in advance to the higher cost

6. Charges for deficits or overdrafts

7. Taxes for which the applicant would not have been liable

8. Interest expense

9. Charges incurred contrary to the policies and practices of the applicant involved

10. Damage judgments arising from acquisition, construction or equipping of a facility, whether determined by judicial process, arbitration, negotiation or otherwise.

11. Services, materials or equipment obtained under any other State or federal program.

12. Cost of discounts not taken

13. Travel claimed when no work time was claimed for the same period

14. Contract cost overruns, not approved, that exceed the allowable amount as per the contract specifications

15. The surcharge payable by the applicant for a project in which there is federal participation

Nonrecreational Interim Land Management Procedures

Property acquired with State grant money shall be used only for historical, public recreation or open space purposes. Any property so acquired shall not be converted to other uses without specific approval of the Legislature.

Income and Interest

Gross income that is earned by the applicant from nonrecreational uses of an acquisition project (e.g. rental from agricultural leases), after taking title, must be used by the applicant for any of the following at the project site: recreation development, additional acquisition, operation or maintenance.

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

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

If the gross income and earned interest are not used for additional acquisition, development, operation or maintenance, for recreation purposes, such income and interest shall be returned to the State, and/or the amount of the State grant shall be reduced by the amount of such income and interest.

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

Requirements for Development Projects

The following documents must be reviewed and approved by the State Department of Parks and Recreation:

1. For development projects constructed under contract, submit one set of construction drawings, bid documents, contract specifications and itemized engineer's estimate of construction costs for each contract or phase of construction. Working drawings used for bid purposes are acceptable.

2. For development projects constructed by force account, submit one set of approved plans drawn to scale. Force account projects should also be accompanied by a construction schedule and a breakdown of costs. (See sample Force Account Schedule, Appendix D)

Following review of these documents, the applicant will be notified in writing whether they are adequate for State grant purposes.

The applicant shall secure completion of the work in accordance with the approved construction plans and specifications, and shall ensure compliance with all applicable State and local laws, regulations and ordinances.

The applicant shall permit periodic site visits by State personnal to ensure work progress in accordance with the approved project, including a final inspection on project completion.

All significant deviations from the program agreement shall be submitted to the State in writing for approval.

Requirements for Acquisition Projects

Property acquired under the State grant program must comply with provisions of Chapter 16, Sec. 7260 of Div. 7, Title 1 of the Government Code, and State regulations established by the Department of Parks and Recreation. This statute and State regulations provide for uniform relocation and acquisition procedures necessary in the acquisition of properties by <u>any</u> public entity.

State acquisition guidelines listing all requirements will be transmitted to applicants that have acquisition projects, at the time the fully executed agreement is sent to the applicant.

Advances for Development and Acquisition Projects

After the legislature has approved the project and the grant agreements have been signed, up to 10% of the total grant amount can be requested for specific planning for development projects. On approval of the applicant's plans and specifications, up to 90% of the total grant can be requested after the construction contract is awarded or construction has commenced for development projects.

If advances are made and not immediately used, the applicant shall be held accountable for the interest earned or interest that could have been earned on such advances. The advanced funds should be placed in a separate interest-bearing account to make computation of interest that could be earned easier. If necessary, interest that could have been earned may be computed by the State.

Ten percent may be withheld until the project has been completed and audited by the State.

For acquisition projects, 90% of the grant can be advanced after the State has approved the applicant's acquisition documents and has received the escrow instructions, or a court order requesting deposit of money. Such advance shall be placed immediately into escrow or deposited with the court.

State Audit

At the completion of the project and receipt of the final payment request and completion documents, the State may audit the project records. The audit will include all books, papers, accounts, documents or other records of the applicant as they relate to the acquisition or development project for which the State funds were granted. Projects may be audited at any time.

The purpose of the audit is to verify if project expenditures were properly incurred. The audit should be requested by the applicant with the final payment request only after all project transactions have been completed and necessary payments have been made.

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

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

CHANGES AND TIME EXTENSIONS TO AN APPROVED PROJECT

Once grant funds have been appropriated by the State Legislature for a specific grant project, a change in the grant amount must be approved by the Legislature through the budget process or special legislation. This process usually takes from nine to sixteen months.

Modification of an Approved Project

A request for any changes in the project set forth in the approved project agreement must be submitted to the State for approval before final payment requests will be honored. Examples are: a change in acreage or boundary lines in an acquisition project; construction of a restroom instead of the 20 picnic sites stated in the project agreement for a development project; or changes in the grant amount.

Withdrawal of an Approved Project

If an approved project or portion thereof is withdrawn from funding, the application for any substitute project shall be approved by the State Legislature. Requests for changes must be received by September 15 of each year; the changes become effective the following July 1.

Follow these procedures for withdrawing all, or a portion of, an approved project and substituting another:

1. Contact the Local Assistance Section and explain the circumstances necessitating withdrawal. Follow up with an explanation in writing.

2. Submit a resolution from the governing body withdrawing or changing the approved project and substituting another, giving the name of the new project in the resolution.

2. Submit a completely new application and attachments for the substitute project.

Time Extension

A time-extension amendment to the approved project agreement is necessary if the project has not been completed within the project performance period shown on the agreement. Four copies of the amendment, signed in ink by the applicant's authorized representative, should be transmitted to the State two months before expiration of the agreement. Contact the Local Assistance Section for amendment forms and assistance.

PROJECT COMPLETION

Completion of a Development Project

After project development is complete, the following is submitted to the State:

1. A statement by the authorized representative that all payments have been made (one copy).

2. Notice of completion and acceptance of work for each contract (one copy of each).

3. Summary of costs (one copy). The cost summary should show all related invoice and warrant numbers in connection with the project, so the auditors can use the cost summary to quickly locate the documents necessary to complete their audit.

4. Four ink-signed copies of the final payment request.

Completion of an Acquisition Project

After acquisition is complete, the following is submitted to the State:

1. Four ink-signed copies of the final payment request.

For more detailed instructions, see the "State Guidelines for Acquisition Projects" which are made available to all applicants with acquisition projects.

APPENDICES

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APPENDIX A

EXAMPLE: APPLICATION FOR LOCAL ASSISTANCE GRANT

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

SPECIAL ACCOUNT FOR CAPITAL OUTLAY

APPLICATION FOR LOCAL ASSISTANCE GRANT

Project Title:

Amount of Grant Requested $ _____

Estimated Total Project Cost $ _____

Applicant (Agency — address incl. zip code)

Project Location:

County _____

Nearest City _____

Address and Nearest Cross Street:

State Senate District No. _____

State Assembly District No. _____

Applicants' Representative Authorized in Resolution

(type) _____ (Name) _____ (Title) ( ) _____ (Phone)

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

(type) _____ (Name) _____ (Title) ( ) _____ (Phone)

Description of Project (Brief)

Land Tenure — Project land is: _____ acres:

_____ owned in fee simple by applicant

_____ available under a _____ year lease

_____ other interest (explain) _____

Project land will be: _____ acres:

_____ acquired in fee simple by applicant

_____ acquired in other than fee simple (explain)

I certify that the information contained in this application, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse of this form. If this project is for acquisition, and applicant is not exempt, I further certify that there is available, or will become available prior to the commencement of any work on the project for which application for a grant has been made, matching money from a nonstate source.

Signed _____ Applicant's Authorized Representative as Shown in Resolution

_____ Date

IMPORTANT

Submit applications by September 15 of each year
Before you can spend any of the grant, you must —

a. Have your project approved by the Legislature.
b. Caution — all state requirements must be met and an agreement signed before any funds will be disbursed.

An audit may be performed before final payment.

Needed for Application
One Copy of Each of the Following

1. ___Application Form.

2. ___Authorizing Resolution from governing body.

3. ___Certification by Planning Agency that project is consistent with applicant's park and recreation plan.

4. ___Environmental Impact Report or Negative Declaration *and* a copy of the Notice of Determination; or, if applicable, a copy of the Notice of Exemption if the project is catagorically exempt.

5. ___Project location map (city or county).

6. ___Evidence of adequate land tenure. (lease, joint powers agreement, etc.)

7. ___Acquisition map (acquisition projects).

8. ___Site plan (development projects).

9. ___Acquisition Schedule (acquisition projects).

10. ___Cost Estimate (development projects).

11. ___Indication of amount, type and source of funds above grant provided by applicant.

12. ___Permit or comments from the following, if applicable:

    _____San Francisco Bay Conservation and Development Commission (BCDC)

    _____Regional Coastal Zone Protection Commission

    _____Corps of Engineers

13. ___All leases, agreements, etc., affecting project lands or operation and maintenance.

Assurances

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

It possesses legal authority to apply for the grant, and to finance, acquire, and construct the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

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

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

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

It will not dispose of or encumber its title or other interests in the site and facilities without permission from the State Legislature.

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

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

APPENDIX B

EXAMPLE: RESOLUTION

SAMPLE RESOLUTION

Resolution No. _____

RESOLUTION OF THE CITY (COUNTY, DISTRICT, ETC.) COUNCIL
CITY OF _____
APPROVING THE APPLICATION FOR SPECIAL ACCOUNT FOR CAPITAL OUTLAY MONEYS

PROJECT _____

WHEREAS, the people of the State of California have enacted the Special Account for Capital Outlay (SAFCO), which provides funds to the State of California and its political subdivisions for acquiring lands and for developing facilities for public recreation and historical purposes; and

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

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of applications prior to submission of said applications to the State; and

WHEREAS, said applications contain assurances that the applicant must comply with; and

WHEREAS, the applicant agency will enter into an agreement with the State of California for the acquisition and/or development of the project;

NOW, THEREFORE, BE IT RESOLVED that the (city of, County of)_____

1. Approves the filing of an application for SAFCO grant assistance for _____ _____ project; and

2. Certifies that said agency understands the assurances and certification in the application; and

3. Certifies that said agency has or will have sufficient funds to operate and maintain the project; and

4. Certifies that said agency has reviewed and understands the General Provision contained in the State/local agreement; and

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

APPENDIX C

EXAMPLE: STATE/APPLICANT AGREEMENT

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

PROJECT AGREEMENT

SPECIAL ACCOUNT FOR CAPITAL OUTLAY

APPLICANT _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD Date of Appropriation to June 30, 19 _____

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Special Account for Capital Outlay, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Total State Grant not to exceed $ _____

_____
Applicant

By _____
Signature of Authorized Representative

Title _____

Date _____

By _____

Title _____

Date _____

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND SPECIAL ACCOUNT FOR CAPITAL OUTLAY			
PROJECT NO.	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
UNENCUMBERED BALANCE $	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
ADJ. INCREASING ENCUMBRANCE $		FUNCTION			
ADJ. DECREASING ENCUMBRANCE $		LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SPECIAL ACCOUNT FOR CAPITAL OUTLAY
Project Agreement
Special Provisions

No funds will be disbursed until all application documents have been submitted to the State's satisfaction.

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.

2. The term "Act" as used herein means the Special Account for Capital Outlay.

3. The term "Project" as used herein means the project which is described on page 1 of this agreement.

4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

   Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans and specifications or Force Account Schedule shall be reviewed and approved by the State.

4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.

5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.

6. All significant deviations from the Project shall be submitted to the State for prior approval.

7. Applicant in acquiring real property, the eligible cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

8. Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

C. Project Costs

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

1. If the Project includes acquisition of real property, the State may disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement:

   a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of acquisition.

   b. When acquisition is through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.

   c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State may disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 100% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.

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

   Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

   In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Income earned by the Applicant from a State approved non-recreational use on a grant project shall be used for recreational purposes at the grant project, or, if approved by the State, for recreational purposes within the Applicants jurisdiction.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

   During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicatant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

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

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

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

APPENDIX D

EXAMPLE: FORCE ACCOUNT SCHEDULE FOR DEVELOPMENT PROJECTS

SAMPLE FORCE ACCOUNT SCHEDULE

Mr./Ms.
Local Assistance Section
Dept. of Parks & Recreation
P. O. Box 942896
Sacramento, CA 94296-0001

Dear

County Park Development
Project No._____

Attached are construction plans, specifications and cost estimates for work proposed to be done on the above project.

The order of priority for construction of the various items is as follows:

1. Riprap on Weaver Creek channel
2. Sidewalks on Main Street
3. Paving off-street parking area
4. Fencing and property improvement
5. Equipment display and storage shed, labor and material
6. Erection of Miner's Cabin, labor and incidental material only

Lower-priority items will be completed as funds permit, or will be deleted entirely.

Heavy use of the picnic area has resulted in additional erosion of the adjacent creek bank by children scrambling up and down it to play in the water. The very heavy boulder riprap will eliminate both water and traffic erosion problems, in addition to improving the bank appearance.

Paving of the parking lot will eliminate maintenance of the gravelled area - now compounded by youngsters on motorcycles and in cars.

Installation of concrete sidewalks will eliminate the serious problem arising from tracking of mud and sand from the present gravel walks into the museum. In addition, concrete walks will present a much neater appearance, and will substantially reduce the hardwood floor maintenance in the museum.

The grading, gravel surfacing and fencing (on the south and west sides) of the Clough lot is necessary before any other improvements can be made in this area.

Erection of a wagon shed is predicted on the dire need for heavy equipment display and storage space. It is obvious that a choice will have to be made between this and erection of the Miner's Cabin - a prime example of broad-axe and very skillful dovetail work that is now in storage on the property. The choice will be made when other higher-priority improvements are completed and the amount of available money is determined.

We expect that the bulk of the improvements planned will be accomplished by force account during 1982 under the supervision of the _____ County Parks Department, as agent of the _____ County Board of Supervisors.

Please advise me if any additional information is needed.

Very Truly Yours,

Director
_____County Parks Department

Attachments

_____COUNTY PARK
PROJECT NO._____

SPECIFICATIONS

Creek Channel Improvements

1. The east bank of the creek shall be built up and realigned with heavy boulder riprap material. Work shall begin at the forks of Weaver Creek and Ten Cent Gulch and shall extend downstream to a point opposite the south wall of the museum building.

2. The base course of boulders weighing not less than five hundred pounds each shall be placed in a trench not less than one foot below the stream bed.

3. No vegetation shall be removed from the existing stream bank except as approved by the supervising personnel. Vegetation is to be buried in the fill material necessary to bring the bank up to a 1 : 1 slope. The vegetation (blackberry and locust) is expected to maintain its growth through the riprap material, forming a permanent binder and cover.

4. After placing of the base course of heavy boulders and backfilling to a 1 : 1 slope, boulders of a slightly smaller size shall be placed on the sloped banks, interlocking wherever possible.

5. Riprap on sloped banks shall extend to a vertical height of not less than six feet, or higher if deemed necessary by supervising personnel.

Sidewalks

1. The existing gravel walk shall be excavated and graded to a finished depth of 4" below the top of the existing concrete curb.

2. Trees in the existing walkway shall be formed around as directed by the inspector.

3. Reinforcing mesh, 6" x 6" 10 gauge, shall be laid full-width and supported before placing concrete.

4. Concrete containing six sacks of cement per cubic yard shall be placed and finished with a broomed surface.

5. Expansion joints shall be placed as directed by the inspector.

Parking Lot

1. The existing graveled parking area shall be graded, watered and rolled to a uniformly level surface.

2. Two inches of asphaltic concrete shall be placed by machine and rolled to a finished depth of one and one-half inches.

3. The finished surface shall be sealed with an emulsified liquid asphalt sealcoat.

Fencing and Clough Lot Improvements

1. A split rail fence shall be constructed on the south and west sides of the property known as the Clough lot. Redwood rails and posts will be furnished by the _____ County Parks Department.

2. Posts shall be placed ten feet apart. Rails shall be selected for their stacking ability, and shall be stacked six rails high - forming a fence approximately three and one-half feet high.

3. Post shall be prefabricatd in pairs by placing a 4" x 4" x 24" redwood block between two posts six feet long and wiring them together with No. 9 galvanized wire.

4. The lot shall be graded and graveled with 3/4" maximum Class II aggregate base.

Miner's Cabin

1. If sufficient funds are available, the old miner's log cabin (stored at the park) shall be erected according to the markings and sketches made during its disassembly. Original material shall be used as much as practical.

2. Replacement material shall be as nearly the same as the original pieces as can be obtained and will be furnished by the _____ County Parks Department

3. The cabin shall be erected on a gravel base consisting of three inches of 3/4" x 1/4" crush rock for drainage.

4. Cabin base logs shall be placed on rough heart redwood 2" x 12", laid level on the base gravel. Porch sills shall be laid on rough heart redwood 2" x 6", as above. All base logs, sills and joists shall be treated with clear wood preservative - Penta 5, Kenite 9 or equal.

5. Foundation vents shall be placed as directed by the inspector.

6. The shake roof shall be laid shingle-fashion. The firt course will be doubled, with subse4quent courses laid 12" to the weather. Shakes will be furnished by the _____ County Parks Department.

Wagon Shed

1. Shed construction will depend on the amount of grant money remaining from previously listed improvements and from the _____ County Parks Department.

2. Construction will be in accordance with local building codes for shed construction.

3. Framing shall be of rough lumber. Siding shall be rough 1" x 12" boards with 1" x 3" battens.

4. Roofing shall be shakes or, as a last resort, galvanized iron.

5. Side doors shall be arranged so they can be opened for display of old rolling stock.

SCOPE OF THE PROJECT

Under the present grant, only items that would substantially add to the beauty and utility of the existing facilities were considered. It is expected that all of the grant funds will be used and any additional funds required to complete any of the lower-priority items will be borne by the _____ County Parks Department.

COST ESTIMATES

1.	BOULDER RIPRAP. Approximately 1,000 sq. ft.	$1,300.00
2.	SIDEWALK. Approximately 1,100 sq. ft.	990.00
3.	RAIL FENCE AND AREA IMPROVEMENT. Labor, grading, gravel	410.00
4.	PARKING LOT PAVING. Approximately 2,700 sq. ft. A.C.	1,100.00
5.	ENGINEERING, SUPERVISION AND MISC. LABOR	500.00
6.	WAGON SHED OR MINER'S CABIN.	700.00
	Total Grant Funds	5,000.00

APPENDIX E

EXAMPLE: PAYMENT REQUEST AND INSTRUCTIONS

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

PAYMENT REQUEST
State Grant Programs

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

( ) Roberti-Z'berg-Harris Urban Grant Program ( ) 1980 Bond Act ( ) 1986 Bond Act

( ) 1976 Bond Act ( ) 1984 Bond Act ( ) Other (SAFCO)

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

Project Title _____

Grant Recipient _____

Project Number _____ DPR Contract Number _____

Item _____

3. Payment Request Number _____ Advance ( ) Reimbursement ( ) Final ( )

4. Total Project Expenditures to Date

A. Acquisition

(1) Real Property $ _____
(2) Relocation $ _____
(3) Other $ _____
(4) Total $ _____

B. Development

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

5. Payment Request

(a) Total Grant Amount $ _____

(b) Grant Funds Received to Date $ _____

(c) Remaining (a minus b) $ _____

(d) AMOUNT OF THIS PAYMENT REQUEST [ ]

6. Remaining Grant Funds after this Payment $ _____

7. Make Warrant Payable to:

_____

Address _____

Certification

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

_____ _____ _____
(Signed Name – Must be Person Authorized in Resolution) (Title) Date

Approved for Payment:

_____ _____
(Signed) State Department of Parks and Recreation Date

DPR 212 (Rev. 12/86)

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST

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

1. Check appropriate box.

2. Project Title - Identical with that shown on the project agreement front page.

   Grant Recipient - As shown on the project agreement

   Project Number - Upper right hand corner of agreement

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

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

3. Payment requests should be numbered in order for each project (1-2-3 etc.). Check advance for all payment requests except the final payment.

4. List expenditures to date

5. (a) Shown on agreement
   (b) Total of amount(s) already received
   (c) (a minus b)
   (d) Amount you are requesting

6. (c minus d)

7. Name, title, jurisdiction and address that check is to be mailed to

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

APPENDIX F

EXAMPLE: SUPPORT MATERIAL FOR FINAL PAYMENT

Support Material For Final Payment

1. Four copies of payment request, DPR 212, signed by person authorized in application resolution.

2. Description of completed project, including parcel numbers acquired and/or facilities developed by contract and/or force account.

3. Summary of all project costs, include:

   a. Warrant numbers
   b. Amount of warrants
   c. Date of warrants
   d. Recipients of warrants
   e. Purpose of expenditures

4. Summary of force account labor costs, including employee name & no., job title, no. hours worked, dates, amount with fringe benefits, work performed.

5. Summary of equipment costs, including type of equipment, license no., no. hours used, dates, amount, work performed.

6. List all sources of funds including all other grants for above expenditures. Include amounts, sources, purposes, dates received.

7. Copy of Award of Contract for each contract, showing date awarded, name of contractor and contract amount.

8. Notice of Completion and acceptance of work for each contract.

9. Amount of interest earned on advanced grant payments.

10. Certification that final payments have been made on all expenditures and no other reimbursement has been or will be received for which payment is requested.

11. Grant deed, policy of title insurance and relocation costs, if applicable, for acquisition projects.

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