

Final Draft – March 27, 2015

# GRANT ADMINISTRATION GUIDE

## LAND AND WATER CONSERVATION FUND (LWCF)



State of California  
Natural Resources Agency  
Department of Parks and Recreation  
Office of Grants and Local Services  
*"Creating Community through People, Parks, and Programs"*



**Send Applications and Correspondence to:**

**Street Address for Overnight Mail:**  
Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 Ninth Street, Room 918  
Sacramento, CA 95814

**Mailing Address:**  
Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001

**Phone:** (916) 653-7423

**Website:** [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants)



## **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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**OGALS WELCOMES YOU**  
**to the Land and Water Conservation Fund (LWCF)**  
**Grant Administration Guide**

- ❖ Use this guide for administering your PROJECT after the GRANT has been awarded through the APPLICATION process. The GRANT ADMINISTRATION GUIDE contains important information about administrative requirements (GRANTEE requirements).
- ❖ OGALS recommends that you review the POST COMPLETION PARK STEWARDSHIP GUIDE.
  - The POST COMPLETION PARK STEWARDSHIP GUIDE contains important information about the operation and maintenance requirements in PERPETUITY for land within a 6(f)(3) BOUNDARY MAP approved by the National Park Service (NPS).
- ❖ In addition to this guide, the Department completes an Open Project Selection Process (OPSP) document which describes the public process used in the development of the guide and in the operation of the Land and Water Conservation Fund program in California. The OPSP is part of the CALIFORNIA OUTDOOR RECREATION PLAN (CORP), and is available on the DPR website or be obtained by contacting OGALS.

**See page 41 for the definitions of words and terms shown in  
SMALL CAPS that appear throughout this guide.**

- ❖ Please call or email OGALS with any questions or comments. Contact information for OGALS is given on the front cover of this guide.
- ❖ You can find more information about OGALS GRANT programs at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants). It features a link to our LWCF website page, which provides technical assistance materials and updates, staff contacts, the GRANT ADMINISTRATION GUIDE and the POST COMPLETION PARK STEWARDSHIP GUIDE.
- ❖ Visit OGALS on Facebook to learn about successful PROJECTS.

### **Why Parks Matter**

PARKS are unique places where children play, people exercise, families bond, seniors socialize, youth are mentored, cultures share and celebrate their differences, and everyone connects with nature. For these reasons, vibrant PARKS funded by this program will be a cost-effective means of creating humane, livable communities.

## Process for Grantees

Congratulations on your recommended LWCF GRANT award! Use this guide for the administration of your LWCF GRANT following the start date on your CONTRACT.

This guide includes updated GRANT administration requirements and replaces the May 27, 2010 guide.

If you have questions, OGALS contact information is on the front cover of this guide, and a list of PROJECT OFFICERS is available at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants).

The steps below summarize the process and rules for GRANTEES.

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

Your GRANT PERFORMANCE PERIOD will be shown on your CONTRACT.

- Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for REIMBURSEMENT.
- Exceptions
  - PRE-AWARD PLANNING COSTS, which were approved in the APPLICATION phase.
  - WAIVIERS OF RETROACTIVITY: Approved WAIVIERS OF RETROACTIVITY are for ACQUISITION or DEVELOPMENT costs incurred prior to an ENCUMBERED CONTRACT. However, the WAIVIER OF RETROACTIVITY must be requested during the APPLICATION phase and approved by NPS before the costs can be incurred.

### **Contract**

APPLICANTS become GRANTEES when the CONTRACT is signed by its AUTHORIZED REPRESENTATIVE and the DPR. See page 23 for a sample CONTRACT. The process for signing the CONTRACT is as follows:

- a. After NPS approves the APPLICATION, OGALS sends a unsigned CONTRACT to the GRANTEE'S AUTHORIZED REPRESENTATIVE for signature
- b. The GRANTEE returns the signed CONTRACT to OGALS.
- c. OGALS returns the ENCUMBERED CONTRACT to the GRANTEE.

### **Payments**

GRANTEES may request REIMBURSEMENT payments after CONTRACTS are ENCUMBERED. Except PRE-AWARD COSTS approved during the APPLICATION phase, GRANT funds may only be expended on ELIGIBLE COSTS incurred during the CONTRACT PERFORMANCE PERIOD.

#### Grant Payments

- After the CONTRACT is fully executed (ENCUMBERED), the GRANTEE may request REIMBURSEMENT payments. See page 13 for GRANT payments.

- OGALS will send a GRANT Progress Status Report form found on page 33 to the GRANTEE beginning approximately six months after approval of the CONTRACT, and continuing every six months until a GRANT COMPLETION PACKET is received. The GRANTEE must complete, sign and return these GRANT Progress Status Reports within 30 days of receiving them. Payment requests for GRANT funds will not be processed if there are overdue GRANT Progress Status Reports.
- The GRANTEE completes the GRANT SCOPE and submits the GRANT COMPLETION PACKET on page 18 to the PROJECT OFFICER.
- OGALS verifies the GRANT SCOPE was completed by conducting a final site inspection for DEVELOPMENT PROJECTS before final payment is approved. For ACQUISITION PROJECTS, the GRANTEE must submit a copy of the supporting documents listed on page 9 showing the ACQUISITION was completed.
- The Department (DPR) processes the final payment request.

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

GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD. Send GRANT COMPLETION PACKETS 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, conduct final site inspections, 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 CONTRACT 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 LWCF State Reapportionment Account.

### **Record Retention**

The GRANTEE is required to keep all PROJECT records/source documents for all expenditures related to each GRANT for at least five years following GRANT SCOPE completion and at least one year following an audit. A GRANT SCOPE is considered complete upon receipt of final GRANT payment from the State.

Note: Authority cited: Section 5099.10 Public Resources Code. Reference: Sections 5099-5099.12, Public Resources Code.

## Special Requirements

This section explains how and when each of the special requirements listed below must be met.

- The GRANT Payments section starting on page 13 also lists when these items are required for each type of payment request.
- GRANT Progress Status Reports on page 33.
- Deed Restriction on page 34.

Note: The Deed Restriction requirement replaces the Memorandum of Unrecorded Grant Agreement (Memorandum). Deed Restrictions are not required if a Memorandum was previously approved by OGALS for the same property.

- SCOPE CHANGE Requests on page 8.
- LWCF Sign on page 8.

### Grant Progress Status Report

To monitor the progress of PROJECTS, every six months OGALS will send GRANT Progress Status Reports to GRANTEES to complete. GRANTEES must return GRANT Progress Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if GRANT Progress Status Reports are overdue. See the sample GRANT Progress Status Report on page 32, which is subject to change.

### Deed Restriction

The Deed Restriction is required by OGALS to record a restriction on the title to the property. The restriction ensures that the property is used for public outdoor recreation consistent with Section 6(f)(3) of the LWCF ACT and the CONTRACT for in PERPETUITY.

A Deed Restriction is not required only under the following condition:

If a Memorandum of Unrecorded Grant Agreement (MOUGA) or Deed Restriction was previously recorded on the property.

A Deed Restriction is required under the following conditions:

- For DEVELOPMENT PROJECTS, the Deed Restriction must be recorded on the title to the property prior to final payment.

- For ACQUISITION PROJECTS, the Deed Restriction is required after the ACQUISITION is complete.

### **Scope Change Requests**

To maintain the integrity of the competitive GRANT award process, any SCOPE CHANGE requests will be carefully evaluated and must be approved by OGALS in writing. This includes removal or addition of, or significant modification to, the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the original GRANT SCOPE/Cost Estimate Form. OGALS discourages proposals that eliminate or greatly reduce a PROJECT'S recreational use or capacity.

### **Changes to Project Liquidation Date**

GRANTEES are to complete the PROJECT and demonstrate the PROJECT to be FULLY USABLE within the CONTRACT PERFORMANCE PERIOD. In unique situations, a one-year extension may be requested when unforeseen circumstances arise and the GRANTEE is unable to complete the PROJECT within the CONTRACT PERFORMANCE PERIOD. All requests for a one-year extension must be submitted to the OGALS PROJECT OFFICER in writing, and be signed by the AUTHORIZED REPRESENTATIVE. OGALS requires a letter explaining the need for an extension and a revised timeline showing how the PROJECT will be complete and FULLY USABLE if the one-year extension is granted. An extension must be approved by OGALS and NPS.

### **Signage**

A permanent sign acknowledging LWCF assistance must be installed near the entrance to the PROJECT site prior to final inspection. The sign must recognize the federal-State-local partnership role in creating high-quality outdoor recreation areas and facilities. Access to the LWCF Sign Guidelines is on the OGALS website at: [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants) Follow the link under Annual Programs to the LWCF Program. Or, see the LWCF sign section in the LWCF POST SELECTION STEWARDSHIP GUIDE.

DEVELOPMENT PROJECTS in excess of \$500,000 require temporary signage during construction.



## Eligible Costs

This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT for the LWCF GRANT Program.

Only costs incurred **after the date of federal approval** will be considered eligible for REIMBURSEMENT with LWCF funds or as MATCH **unless PRE-AWARD PROJECT PLANNING COSTS** were established in the APPLICATION or a **WAIVER OF RETROACTIVITY** was requested and approved by NPS during the APPLICATION process for the APPLICANT to proceed with the ACQUISITION or DEVELOPMENT.

The following provide examples of ELIGIBLE COSTS for ACQUISITION.

ACQUISITION COSTS	EXAMPLES
Purchase price of the property and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> <li>• Capital expenditures for ACQUISITION of real property, easements, and other rights and interest in real property when the cost is incurred within the approved GRANT PERFORMANCE PERIOD. <b><u>Title reports, appraisals, and escrow fees are not ELIGIBLE COSTS.</u></b></li> <li>• For the expenditures to be allowed, tenure must be for PERPETUITY, in order for the expenditures to be MATCH.</li> </ul>

The following charts provide examples of ELIGIBLE COSTS for PRE-AWARD PROJECT PLANNING COSTS and CONSTRUCTION COSTS.

PRE-AWARD PROJECT PLANNING COSTS	EXAMPLES
Costs incurred during the planning, design, and permit phase of the PROJECT, <u>before</u> construction begins. These costs may be incurred up to three years prior to sending the APPLICATION to OGALS and still be reimbursed or eligible for MATCH. See the LWCF APPLICATION GUIDE TO see how the PRE-AWARD PROJECT PLANNING COSTS were established.	<ul style="list-style-type: none"> <li>• <b>Public meetings/focus groups/design workshop costs.</b></li> <li>• <b>Plans, specifications, construction documents, and cost estimates.</b></li> <li>• <b>Permits.</b></li> <li>• <b>CEQA:</b> See the LWCF APPLICATION GUIDE.</li> <li>• <b>PD/ESF Form or NEPA analysis:</b> See the LWCF APPLICATION GUIDE.</li> <li>• <b>Section 106:</b> See the LWCF APPLICATION GUIDE.</li> <li>• <b>Premiums on hazard and liability insurance to cover personnel or property.</b></li> <li>• <b>Bid packages.</b></li> <li>• <b>Employee services:</b> see accounting rules for employee services on page 20 for more information.</li> <li>• <b>PROJECT/GRANT administration (excluding GRANT writing) and accounting.</b></li> </ul>

CONSTRUCTION COSTS	EXAMPLES
<p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p> <p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<ul style="list-style-type: none"> <li>• <b>Site preparation, grading, gutting.</b></li> <li>• <b>Foundation work.</b></li> <li>• <b>Purchase and installation of permanent equipment:</b> playground equipment, benches, signs, display boards, sound systems, video equipment.</li> <li>• <b>Construction supplies and materials:</b> may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.</li> <li>• <b>Construction equipment owned by GRANTEE:</b> equipment owned by the GRANTEE may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.</li> <li>• <b>Construction equipment rented or purchased by GRANTEE:</b> may also be rented or purchased, whichever is the most economical use of GRANT funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE. <u>Rental rates published by the California Department of Transportation may be used as a guide.</u> The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.</li> <li>• <b>Construction management:</b> including site inspections. The labor compliance program is not a LWCF requirement.</li> <li>• <b>Employee services:</b> see accounting rules for employee services on page 20 for more information.</li> <li>• <b>PROJECT/GRANT administration and accounting.</b></li> <li>• <b>Miscellaneous costs:</b> other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications.</li> </ul>

INELIGIBLE COSTS	EXAMPLES OF INELIGIBLE COSTS
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>Overhead business expenses <u>of the GRANTEE'S fixed or ordinary operating costs</u>:</b> rent, mortgage payments, property taxes, and utilities.</li> <li>• <b>Outside PARK/PROJECT site boundaries:</b> streets, traffic lights, or other infrastructure not located within the PARK/PROJECT site.</li> <li>• <b>Fundraising.</b></li> <li>• <b>Food.</b></li> <li>• <b>GRANT writing.</b></li> <li>• <b>Ceremonial or entertainment expenses.</b></li> <li>• <b>Expenses for publicity.</b></li> <li>• <b>Bonus payments of any kind.</b></li> <li>• <b>Charges for contingency reserves or other similar reserves.</b></li> <li>• <b>Charges in excess of the lowest responsive bid: when competitive bidding is required by the NPS or the sponsor, unless the NPS agrees in advance to the higher cost.</b></li> <li>• <b>Charges for deficits or overdrafts.</b></li> <li>• <b>Taxes for which the organization involved would not have been liable to pay.</b></li> <li>• <b>Interest expenses:</b> except those awarded by the court as part of just compensation for ACQUISITION in eminent domain situations.</li> <li>• <b>Charges incurred contrary to the policies and practices of the organization involved.</b></li> <li>• <b>Consequential damage judgments arising out of ACQUISITION, construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise:</b> consequential damages are damages, to adjoining property owned by other persons, which are caused by noise, lights, vibration etc.</li> <li>• <b>Incidental costs relating to ACQUISITION of real property and of interests in real property:</b> unless allowable under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646.</li> </ul>

INELIGIBLE COSTS	EXAMPLES OF INELIGIBLE COSTS
	<ul style="list-style-type: none"> <li>• <b>Operation and maintenance costs of outdoor recreation areas and facilities.</b></li> <li>• <b>The value of, or expenditures for, lands acquired from the United States at less than fair market value.</b></li> <li>• <b>Cost of discounts not taken.</b></li> <li>• <b>Equipment to be used for the maintenance of outdoor recreation areas and facilities:</b> including, but not limited to, automotive equipment, tractors, mowers, other machinery, and tools</li> <li>• <b>Employee facilities:</b> including residences, appliances, office equipment, furniture, and utensils.</li> <li>• <b>Donations or contributions: made by the GRANTEE, such as to a charitable organization.</b></li> <li>• <b>Salaries and expenses of the Office of the Governor, or of the chief executive of a political subdivision, or of the State legislature, or of other similar local governmental bodies.</b></li> <li>• <b>Fines and penalties.</b></li> <li>• <b>Any excess of cost over the federal contribution under one grant agreement is unallowable under other GRANT agreements.</b></li> <li>• <b>Any losses arising from uncollectible accounts and other claims, and related costs.</b></li> <li>• <b>Legal and professional fees paid in connection with raising funds.</b></li> <li>• <b>Payments for lobbying:</b> in connection with the awarding, extension, continuation, renewal, amendment, or modification of an individual LWCF GRANT or the program.</li> </ul>

## Grant Payments

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

- REIMBURSEMENT payments on page 13.
- Final payments on page 14.

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

The GRANTEE should request at least one payment per year.

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

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

### Reimbursement Payments

There are three possible types of REIMBURSEMENT payments before the final payment:

1. PRE-AWARD PROJECT PLANNING COSTS REIMBURSEMENT
2. WAIVER OF RETROACTIVITY REIMBURSEMENT
3. STANDARD REIMBURSEMENT

#### Pre-award Project Planning Costs Reimbursement

Payment Type	When to Request	Documents to Send to Project Officer
REIMBURSEMENT of up to 80% of GRANT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred prior costs for work related to the PRE-AWARD PROJECT PLANNING COSTS Form found in the approved APPLICATION.	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• GRANT Expenditure Form</li> </ul>

#### Waiver of Retroactivity Reimbursement

Payment Type	When to Request	Documents to Send to Project Officer
REIMBURSEMENT of up to 80% of GRANT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred prior costs for ACQUISITION OR DEVELOPMENT CONSTRUCTION COSTS related to the WAIVER OF RETROACTIVITY approved by NPS. See definition of WAIVER OF RETROACTIVITY.	<ul style="list-style-type: none"> <li>• Payment Request Form.</li> <li>• GRANT Expenditure Form.</li> </ul>

## Standard Reimbursement

Payment Type	When to Request	Documents to Send to Project Officer
REIMBURSEMENT of up to 80% of GRANT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs after the CONTRACT is ENCUMBERED.	<ul style="list-style-type: none"> <li>• Payment Request Form.</li> <li>• GRANT Expenditure Form.</li> </ul>

## Final Payments

For the recommended deadline to request a final payment see page 6. The final payment (no less than 20% retention of the GRANT amount) will be processed after PROJECT COMPLETION and the following is approved by OGALS:

1. Approval of the GRANT COMPLETION PACKET, found on page 18, and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

NPS will review and approve the final 6(f)(3) BOUNDARY MAP before authorizing the final payment. The 6(f)(3) BOUNDARY MAP can be amended up until NPS' approval of the final payment.

Final Payment Requirements for Grant Scopes with Acquisition Costs		
Payment Type	When to Request	Documents to Send to Project Officer
Final (no less than 20% retention of GRANT amount)	After the GRANTEE completes the GRANT SCOPE	<ul style="list-style-type: none"> <li>• GRANT COMPLETION PACKET.</li> <li>• Escrow closing statement.</li> <li>• Recorded deed to the property.</li> <li>• Recorded Deed Restriction.</li> </ul>

Final Payment Requirements for Grant Scopes with Development Costs		
Payment Type	When to Request	Documents to Send to Project Officer
Final (no less than 20% retention of GRANT amount)	After the GRANTEE completes the GRANT SCOPE	<ul style="list-style-type: none"> <li>• GRANT COMPLETION PACKET.</li> <li>• Recorded Deed Restriction.</li> </ul>

## Payment Request – Land and Water Conservation Fund –

See Instructions on reverse.

1. PROJECT NUMBER	2. CONTRACT NUMBER	3. EMPLOYEE IDENTIFICATION NO.
4. GRANTEE		
5. PROJECT TITLE		6. TYPE OF PAYMENT <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final
7. PAYMENT INFORMATION ( <i>round to nearest dollar</i> )		
Expenditures since last billing: \$ _____		Date range of expenditures since last billing: _____
Rate of Reimbursement: _____ %		
8. SEND WARRANT TO:		
Grantee Name: _____		
Street Address: _____		
City/State/Zip Code: _____		
Attention: _____		
<b><u>CERTIFICATION</u></b>		
I certify that the billing is correct and just and is based upon actual payment(s) of record by the participant or political subdivisions; that payment from the Federal Government has not been received; that the work and services are in accordance with the State of California Land and Water Conservation Fund grant Contract including amendments thereto; and, that the progress of the work and services under the grant Contract is satisfactory and is consistent with the amount paid. I further certify that the participant, political subdivision or public agency is not involved in any court litigation or law suits wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or national origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the outdoor recreation program or Facilities of the political subdivision or public agency.		
9. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
<b>FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY</b>		
ITEM	THIS BILLING	CUMULATIVE
1. Total Eligible		
2. Surcharge _____ %		
3. Total		
4. Less Federal Share		
5. Less Surcharge		
6. Total Due Participant		
DPR PAYMENT APPROVAL SIGNATURE		DATE

## PAYMENT REQUEST INSTRUCTIONS

1. **Project Number** – The number assigned by the State to this PROJECT.
2. **Contract Number** – As shown in Certification of Funding section of the GRANT CONTRACT.
3. **Employee Identification No.** – Federal Identification Number assigned by Internal Revenue Service.
4. **Grantee** – GRANTEE name as shown on the GRANT CONTRACT.
5. **Project Title** – Title of PROJECT for which payment is requested.
6. **Type of Payment** – Check the appropriate box:
  - **Reimbursement** – The GRANTEE has periodically spent funds to implement the PROJECT, and is requesting REIMBURSEMENT. Up to 80% of the GRANT amount may be reimbursed prior to PROJECT COMPLETION; or,
  - **Final** – The GRANTEE has completed the PROJECT, and is requesting the final payment.
7. **Payment Information:**
  - **Expenditures since last billing** – Enter TOTAL PROJECT COST funds expended to date, rounded off to the nearest whole dollar.
  - **Date Range of Expenditures since last billing** – Enter first and last dates that costs were incurred for this REIMBURSEMENT request.
  - **Rate of Reimbursement** – Enter the RATE OF REIMBURSEMENT located on the GRANT CONTRACT.
8. **Send Warrant To** – GRANTEE name, address and contact person
9. **Signature of person authorized in resolution.**



## Grant Expenditure Form

Project Number \_\_\_\_\_

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Amount Paid to Recipient (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.

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

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

**Column (4)** Brief description of cost, such as “design”, “permits”, “construction.”

**Column (5)** PRE-AWARD PROJECT PLANNING COSTS, ACQUISITION OR DEVELOPMENT costs eligible for up to 100% of GRANT amount.

(see ELIGIBLE COSTS, page 9).

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

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

## Grant Completion Packet

To request the final payment and close out the GRANT, the GRANTEE must provide the following four documents to make the GRANT COMPLETION PACKET after PROJECT COMPLETION. For the recommended deadline to request a final payment, see page 6.

1. Payment Request Form on page 15.
2. GRANT Expenditure Form on page 17.
  - For GRANT SCOPES with ACQUISITION costs, also provide the documents listed in the “Final Payment requirements for GRANT SCOPES with ACQUISITION Costs” chart on page 14.
3. PROJECT COMPLETION Certification on page 19.
  - OGALS recommends that the GRANTEE file a “notice of completion” with the County Recorder pursuant to Civil Code §3093. The purpose of the “notice of completion” is to limit the period of time when a mechanic’s lien may be recorded against a construction PROJECT. Filing the “notice of completion” is not a GRANT COMPLETION PACKET requirement.
4. Photo of the LWCF PROJECT sign on page 8.

## Project Completion Certification

GRANTEE: \_\_\_\_\_ PROJECT Number: \_\_\_\_\_

**GRANTEE contact for audit purposes**

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

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

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

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

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

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

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

**Certification:**

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

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

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

I represent and warrant that I have full authority to execute this PROJECT COMPLETION Certification on behalf of the GRANTEE. I declare under penalty of perjury that the foregoing certification of PROJECT COMPLETION for the above-mentioned GRANT is true and correct.

\_\_\_\_\_  
GRANTEE’S AUTHORIZED REPRESENTATIVE  
(Printed or typed name)

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

\_\_\_\_\_  
GRANTEE’S AUTHORIZED REPRESENTATIVE  
(Signature)

\_\_\_\_\_  
Date

# **ACCOUNTING AND AUDIT REQUIREMENTS**

**Contact the OGALS PROJECT OFFICER for questions about the following requirements.**

## **Accounting Requirements**

GRANTEES must use accounting practices that:

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

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

GRANTEES must follow these accounting practices for employee services:

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

## **Single Audit Act**

GRANTS are subject to the Single Audit Act of 1984 (Public Law 98-502), and Office of Management and Budget (OMB) Circular A-133, "Audit Requirements for State and Local Governments." These requirements have been incorporated into DEPARTMENT OF INTERIOR regulations at Code of Federal Regulations (CFR) Part 12, Subpart F.

An audit exception is a determination that an item questioned by the auditor is not properly chargeable to the PROJECT CONTRACT and should be disallowed. The NPS determines the allowance or disallowance of items questioned by the auditor. The NPS would advise OGALS of the audit findings, together with recommendations and suggestions for overcoming the deficiencies disclosed by the audit, and also advise of the disallowance of any costs.

Source for above: NPS LWCF MANUAL Chapter 7.F. Audits on page 7-10.

GRANTS may also be subject to audit by DPR if the MATCH source was a State funded GRANT administered by OGALS. See the Audit Checklist on page 22.

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 OGALS:

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

### CONTRACTS

- \_\_\_\_\_ Summary list of bidders (including individual bid packages)
- \_\_\_\_\_ Recommendation by reviewer of bids
- \_\_\_\_\_ Awarding by governing body (minutes of the meeting/resolution)
- \_\_\_\_\_ Construction contract agreement
- \_\_\_\_\_ Contract bonds (bid, performance, payment)
- \_\_\_\_\_ Contract change orders
- \_\_\_\_\_ Contractor's progress billings (invoices)
- \_\_\_\_\_ Payments to contractor (cancelled checks/warrants\*, bank statements and Electronic Funds Transfer (EFT) receipts)
- \_\_\_\_\_ 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

\* Front and back if copied.

\*\* Estimated time expended on the project 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.

Revised 3/27/2015

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

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

### ACQUISITION

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

### INTEREST

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

### AGREEMENT/CONTRACTS

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

## **Appendix I - Grant Contract**

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

# GRANT CONTRACT

## Department of Parks and Recreation Sample Grant Contract Land and Water Conservation Fund

GRANTEE \_\_\_\_\_

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

PROJECT PERFORMANCE PERIOD is from \_\_\_\_\_

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and 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.

**PROJECT DESCRIPTION:**

Total State Grant not to exceed \_\_\_\_\_ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing. )

Rate of Reimbursement \_\_\_\_\_ %

\_\_\_\_\_  
Grantee

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

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

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

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

Title \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

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



**State of California — The Resources Agency**  
DEPARTMENT OF PARKS AND RECREATION  
**Land and Water Conservation Fund**  
***Grant Contract Provisions***

**Part I - Definitions**

- A. The term “NPS” or “Service” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term “State” as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- F. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

#### G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State 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 as set forth in the Manual.

### **Part III - Project Assurances**

#### A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;

- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

## B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

## C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for 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 NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for

use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with “Minority Business Enterprises” and “Women’s Business Enterprises” pursuant to Executive Orders 11625 and 12138 as follows:

- (1) Place minority and women business firms on bidder’s mailing lists.
- (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

#### I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

## **APPENDIX II – Status Report**

The following section contains a sample GRANT PROGRESS STATUS REPORT.



## Grant Progress Status Report

Grantee:

Project Number:

Project name:

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

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

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

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

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

**Potential Obstacles Affecting Completion**

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

4) Total funds spent to date using this Grant \$ \_\_\_\_\_

5) Percentage of Project complete: \_\_\_\_\_

6) Estimated date of Project completion: \_\_\_\_\_

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

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

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

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

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

## **APPENDIX III – Deed Restriction**

The following section contains the Deed Restriction instructions and a sample Deed Restriction.

**Deed Restriction Instructions**

The PROJECT OFFICER will send the Deed Restriction form to the GRANTEE. GRANTEE fills in all the blank spaces of the Deed Restriction form as indicated below. Do not alter the Deed Restriction form.

**Deed Restriction Form – Page 1**

I. WHEREAS, \_\_\_\_\_ (hereinafter referred to as “Owner(s)” ....

*Insert ownership information as it appears on the deed.*

**Deed Restriction Form – Page 3**

5. SEVERABILITY.

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

*Insert the date the Deed Restriction is signed by the GRANTEE’S AUTHORIZED REPRESENTATIVE (the position identified on the GRANT CONTRACT face sheet) in the presence of a notary.*

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

Owner(s) Name(s): \_\_\_\_\_

\_\_\_\_\_

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

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

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

*The GRANTEE’S AUTHORIZED REPRESENTATIVE (the position identified on the GRANT CONTRACT face sheet) signs in the presence of a notary. Additional signature lines may be added if multiple signatures are required.*

1. To the Deed Restriction form attach:
  - (1) A page entitled, "Exhibit A (Legal Description of Property)".
  - (2) Exhibit A: A formal legal description of every parcel of property to which grant funds will be allocated. This information can be obtained from the grant deed or title policy. (NOTE: The assessor's parcel number or a street address is NOT a valid legal description.)
  - (3) Exhibit B: A complete copy of the GRANT CONTRACT signed by the GRANTEE and the State of California with GRANT CONTRACT provisions attached.
2. Notarize it: Take the unsigned Deed Restriction form, "Exhibit A", and "Exhibit B", to a notary. The GRANTEE'S AUTHORIZED REPRESENTATIVE (the position identified on the GRANT CONTRACT face sheet) signs the Deed Restriction form signature page in the presence of a notary. The notary then completes the "Notary Acknowledgement" section.
3. Record it: Take the notarized Deed Restriction form, "Exhibit A", and "Exhibit B", to the County Recorder's Office of the county in which the property is located and ask the County Clerk to "record the Deed Restriction form, Exhibit A, and Exhibit B, on the title to the property."
4. Send a copy of the notarized and recorded Deed Restriction form, "Exhibit A", and "Exhibit B" to the OGALS PROJECT OFFICER.

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

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

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

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

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program for improvements on the Property; and,

IV. WHEREAS, on [beginning date on contract], DPR's Office of Grants and Local Services and the National Park Service approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and,

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

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

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

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from [beginning date] for perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

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

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

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

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

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

Owner(s) Name(s): \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

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

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

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

WITNESS my hand and official seal.

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



## DEFINITIONS

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

**ACQUISITION** – to obtain fee simple title of real property or a permanent easement, which gives permanent rights to use the property for the purposes of the GRANT SCOPE. A lease or rental is not considered ACQUISITION.

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

**APPLICATION** – the APPLICATION Form and attachments submitted by an APPLICANT to OGALS to request GRANT funding through a competitive process and to describe the proposed use of the GRANT as required by the “APPLICATION GUIDE for the Land & Water Conservation Program.”

**APPLICATION GUIDE** – the OGALS procedural guide that explains the requirements to propose a LWCF GRANT PROJECT. The current APPLICATION GUIDE can be found at [www.parks.ca.gov/grants](http://www.parks.ca.gov/grants) under the “Annual Grant Programs” link.

**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.

**CALIFORNIA OUTDOOR RECREATION PLAN (CORP)** – a tool for statewide outdoor recreation leadership and action, which includes the State’s assessment and policy plan required by the LWCF ACT.

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

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

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

**CONTRACT PERFORMANCE PERIOD** – the period of time that GRANT SCOPE ELIGIBLE COSTS may be incurred, and the work described in the GRANT SCOPE must be completed, billed

and paid by the State. The CONTACT PERFORMANCE PERIOD begins when the CONTRACT is approved by the National Park Service and ends on the date specified in the CONTRACT.

**DEPARTMENT OF THE INTERIOR (DOI)** – the Federal agency which has oversight over the National Park Service.

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

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

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

**ENCUMBERED** – When the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are designated by the State for the purpose of funding PROJECT related costs and the CONTRACT is fully executed between the GRANTEE and the DPR.

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

**FULLY USABLE** –

- For ACQUISITION PROJECTS means the property acquired with LWCF funds will be open and accessible for the public within three years of its being acquired by the GRANTEE.
- For DEVELOPMENT PROJECTS means GRANT SCOPE is open and accessible for the public.

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

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

**GRANT COMPLETION PACKET** – The documents listed on page 18 that are required in order to request final GRANT payment following PROJECT COMPLETION.

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

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

**GRANT SCOPE** – The RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

**LWCF** – Land and Water Conservation Fund Act passed and signed into law on September 3, 1964, as Public Law 88-578; 78 Stat. 897; 16 USC 460 I -4 et seq. The LWCF program established a funding source for federal ACQUISITION of PARK and recreation lands and MATCHING GRANTS to State and local governments for recreation planning, ACQUISITION and DEVELOPMENT.

**LWCF ACT** – Congress established the LWCF in 1964. The LWCF (Public Law 88-578) was enacted into law in 1965. It includes Section 6(f)3 which defines the PERPETUITY of the parkland to be used for outdoor public recreation for in PERPETUITY. The PARK land under obligation of Section 6(f)3 is described by the 6(f)3 BOUNDARY MAP and all the LWCF APPLICATION documents.

**MAJOR SUPPORT AMENITY**–

1. A parking lot, restroom building, and other non-recreational facilities located within a PROJECT site.
2. An improvement to the appearance of the general PROJECT site such as landscaping and public art additions, only when estimated to cost \$50,000 or more at the time of APPLICATION.

**MANUAL** – NPS guidelines called the Federal Financial Assistance Manual, Volume 69. Effective Date: October 1, 2008 which are used to govern LWCF. The MANUAL can be found on the NPS web site at: <http://www.nps.gov/nrcr/programs/lwcf/manual/lwcf.pdf>

**MATCH** – amount required to make up the difference between the LWCF GRANT amount requested (the federal share) and the TOTAL PROJECT COST . The GRANTEE must submit ELIGIBLE COSTS to cover both the LWCF GRANT amount and MATCH (TOTAL PROJECT COST established at the time of APPLICATION) in order to be reimbursed the full LWCF GRANT amount.

**NPS** – The National Park Service, the Federal agency that administers LWCF under the DEPARTMENT OF THE INTERIOR (DOI).

**MINOR SUPPORT AMENITY** – a permanent single purpose stand-alone item that is not a FEATURE, including but not limited to a sign, bench, and drinking fountain estimated to cost less than \$50,000 at the time of APPLICATION.

**OGALS** – DPR’S OFFICE OF GRANTS AND LOCAL SERVICES.

**PARK** – land for the general public’s physical and social health that provides RECREATION FEATURES for outdoor or indoor athletic activities, cultural enrichment, nature appreciation, or other active or passive recreational activities, and which includes a portion of OPEN SPACE. Under this definition, a greenway or linear PARK is also a PARK. A school is not a PARK and a community center on land that does not include an adjacent portion of OPEN SPACE is not a PARK.

**PERPETUITY** – the required STEWARDSHIP of land for eternity within a 6(f)(3) BOUNDARY MAP approved by the NPS.

**POST COMPLETION PARK STEWARDSHIP GUIDE** – a guide available from OGALS that explains NPS' operation and maintenance requirements in PERPETUITY for land within a 6(f)(3) BOUNDARY MAP approved by the NPS.

**PRE-AWARD PROJECT PLANNING COSTS** – costs incurred prior to NPS' PROJECT approval necessary for PROJECT preparation. Examples include site investigation and selection, site planning, feasibility studies, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form, preliminary design, preparation of cost estimates, construction drawings and specifications.

**PROJECT** – the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

**PROJECT COMPLETION** – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and useable by the public. With approval by OGALS, PROJECT COMPLETION may occur before the facilities are open and useable by the public.

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

**RATE OF REIMBURSEMENT** – The "RATE OF REIMBURSEMENT" is based on the percentage of the LWCF GRANT amount in relation to the TOTAL PROJECT COST established at the time of APPLICATION. This percentage will be reimbursed to the GRANTEE out of the TOTAL PROJECT COST when the ELIGIBLE COSTS are incurred and listed on the GRANT Expenditure Form submitted by a GRANTEE to OGALS.

**RECREATION FEATURE** – A facility or open space area for public recreation as defined in the LWCF APPLICATION GUIDE.

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

**6(f)(3) BOUNDARY MAP** - a tool used as communication between NPS, OGALS, and GRANTEES that shows:

- Shows the agreed boundaries of the protected PARK site at the time of PROJECT approval pursuant to Section 6(f)(3) of the LWCF ACT and Title 36, Part 59 in the U.S. Code of Federal Regulations.
- Helps later PROJECT inspectors better identify and evaluate the site and compliance with post-completion PARK STEWARDSHIP standards.

When a LWCF PROJECT is completed, the land within the approved 6(f)(3) BOUNDARY MAP is placed under federal protection to preserve the public's outdoor recreational use of the site in PERPETUITY.

**SCOPE CHANGE**

1. Adding RECREATION FEATURES and MAJOR SUPPORT AMENITIES, or modifying a RECREATION FEATURE to significantly increase its use or capacity
2. Removing RECREATION FEATURES and MAJOR SUPPORT AMENITIES, or modifying a RECREATION FEATURE to significantly decrease its use or capacity
3. Changing PROJECT site location

**STEWARDSHIP** – operation and maintenance requirements of property within the approved 6(f)(3) BOUNDARY MAP established by NPS based on the LWCF ACT described in Chapter 8 of the MANUAL. See the LWCF POST COMPLETION STEWARDSHIP GUIDE for further information on the STEWARDSHIP requirements.

**TOTAL PROJECT COST** – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

**WAIVER OF RETROACTIVITY** – approval by NPS for the APPLICANT to incur costs and even complete the PROJECT at the APPLICANT’S own risk before NPS approves the PROJECT and obligates the funds (before the APPLICANT becomes a GRANTEE). For the costs to become retroactively eligible, the “WAIVER OF RETROACTIVITY” request must be approved by NPS before the costs are incurred. With this NPS approval, the APPLICANT can then incur costs and eventually request a REIMBURSEMENT if the APPLICANT becomes a GRANTEE. See the LWCF APPLICATION GUIDE for more information.

Note: Authority cited: Section 5099. 10 Public Resources Code. Reference: Sections 5099-5099. 12, Public Resources Code