

2007-08

Procedural Guide
for

Local Assistance Specified Grants



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

"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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION



Department Mission

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

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

To Be:

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

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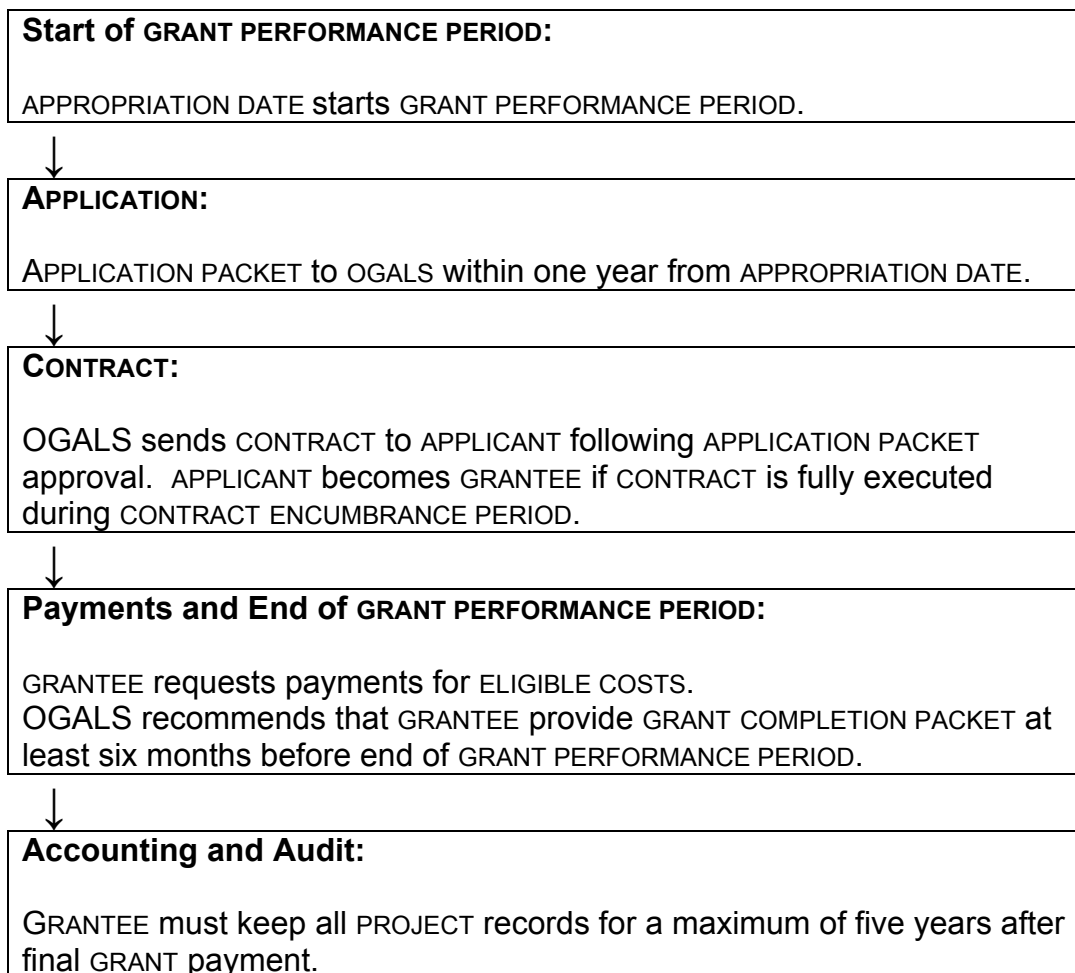
Words and terms shown in **SMALL CAPS** in this procedural guide are defined beginning on page 44.

I. Introduction

- The purpose of this procedural guide is to provide user-friendly directions and forms for each step of the GRANT process.
- This procedural guide is organized following the steps of the GRANT process (see Table of Contents on page 1).
- Words and terms shown in SMALL CAPS in this procedural guide are defined beginning on page 44.
- Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is given on the front cover of this guide. A list of PROJECT OFFICERS who will assist you with the GRANT process is available using the following internet web page links:
 - Go to www.parks.ca.gov/grants
 - Click on the “Staff Contacts” link located on the “Grants and Local Services” home page.

II. GRANT Process

GRANT Process Overview



GRANT Process Details

Start of Grant Performance Period:

1. Specified grants originate from line items in the State of California budget or from other legislative bills. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD. Following the APPROPRIATION DATE, the APPLICANT will receive a copy of this procedural guide and a letter from OGALS stating that an APPLICATION PACKET (see step 2) is required before a CONTRACT will be issued, and GRANT payments can be approved. Unless otherwise stated in the letter, the GRANT PERFORMANCE PERIOD is three years beginning on the APPROPRIATION DATE.
 - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
 - Costs incurred after the APPROPRIATION DATE but before the Application is approved by OGALS are only reimbursable if they are consistent with the GRANT SCOPE approved by OGALS, and are otherwise ELIGIBLE COSTS (see pages 18, and the definition of ELIGIBLE COSTS in the Definitions section starting on page 44).

Application Process

The Application Section, beginning on page 6, provides APPLICATION PACKET directions and forms.

2. Applicants must send the APPLICATION PACKET to OGALS no later than one year from the APPROPRIATION DATE, because the APPLICATION PACKET must be complete and approved by OGALS before a CONTRACT is issued (see CONTRACT ENCUMBRANCE PERIOD in step 5).
3. OGALS will review the APPLICATION PACKET and send a letter to the APPLICANT indicating whether the APPLICATION PACKET is complete or requires additional information.

CONTRACT Process

The CONTRACT Section, beginning on page 21, includes a sample CONTRACT and the CONTRACT provisions.

4. After OGALS approves the APPLICATION PACKET, a CONTRACT will be sent to the APPLICANT for signature by the AUTHORIZED REPRESENTATIVE.
5. The APPLICANT returns the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS. The APPLICANT becomes a GRANTEE when the CONTRACT is fully executed (signed by DPR).

The CONTRACT must be fully executed during the CONTRACT ENCUMBRANCE PERIOD. Unless otherwise specified by OGALS in the letter cited in step 1 above, the CONTRACT ENCUMBRANCE PERIOD is one year starting from the APPROPRIATION DATE. The GRANT funds will revert to the State funding source if the CONTRACT is not fully executed within the CONTRACT ENCUMBRANCE PERIOD. To avoid the risk of reversion, the CONTRACT signed by the AUTHORIZED REPRESENTATIVE should be received by OGALS no less than three months before the end of the CONTRACT ENCUMBRANCE PERIOD.

6. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
7. After the CONTRACT is fully executed, OGALS will send a Status Report to the GRANTEE approximately every six months until OGALS receives a GRANT COMPLETION PACKET. The GRANTEE must return the Status Report within thirty days from receipt. Payment requests will not be processed if Status Reports are overdue. See page 27 for a sample Status Report.

Payment Process and End of the GRANT PERFORMANCE PERIOD

The GRANT Payments Section, beginning on page 29, provides payment request directions and forms.

8. The GRANTEE may request payments after the CONTRACT is fully executed. GRANT funds may only be expended on ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD. Non-profit organization GRANTEES must provide a fidelity bond before a payment can be processed (see page 43)
9. The GRANTEE completes the GRANT SCOPE and must send the GRANT COMPLETION PACKET to OGALS no later than sixty (60) days after PROJECT Completion, or, no later than three months before the end of the GRANT PERFORMANCE PERIOD (liquidation date), whichever is earlier.

The State of California receives a high volume of payment requests at the end of each state fiscal year. If the GRANT COMPLETION PACKET is received less than three months before the end of the GRANT PERFORMANCE PERIOD, OGALS cannot guarantee that the State Controller's Office can process the final payment by the end of the GRANT PERFORMANCE PERIOD. If the State Controller's Office is unable to process the payment before the end of the GRANT PERFORMANCE PERIOD, the unpaid balance of GRANT funds will revert to the Legislature.

OGALS recommends that the GRANTEE send the GRANT COMPLETION PACKET to OGALS at least six months prior to the end of the GRANT PERFORMANCE PERIOD. Six months provides adequate time for OGALS to review the GRANT COMPLETION PACKET, receive revisions to the GRANT COMPLETION PACKET if necessary, conduct the final site inspection, and process the final payment through the State Controller's Office.

10. OGALS processes the final payment request after the GRANT SCOPE is complete as documented by the GRANTEE in the GRANT COMPLETION PACKET, and verified by OGALS. For DEVELOPMENT projects, OGALS also verifies PROJECT COMPLETION by conducting a site inspection.

Accounting and Audit

The Accounting and Audit Section, beginning on page 41, provides directions and an Audit Checklist for DPR audit and accounting requirements.

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

III. APPLICATION SECTION

APPLICANTS must send one original APPLICATION PACKET to OGALS for each PROJECT site. APPLICANTS should keep a copy of the APPLICATION PACKET for future use.

- Provide the APPLICATION PACKET items in the order shown in the following checklist. Please number the pages.
- Provide a date on each APPLICATION PACKET item.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.

APPLICATION PACKET Directions and Checklist

1. Authorizing Resolution. (See page 10 for the Resolution Form)
 - The Resolution Form may be reformatted. However, the language provided in the Resolution must be included in the reformatted document.
 - Adding language to the Resolution Form could delay OGALS's Application approval, because DPR's legal office may need to review the additional language and may require revisions.
2. Application Form. (see page 11 for the Application Form)
 - The Application form must be signed by the AUTHORIZED REPRESENTATIVE identified in the Authorizing Resolution.
3. GRANT SCOPE/Cost Estimate Form (see the form on page 12 and sample on page 13)

This form has two uses: I. Describing the GRANT SCOPE. II. Providing a Cost Estimate

I. Describing the GRANT SCOPE:

- To be eligible for GRANT funding, the RECREATION FEATURES and MAJOR SUPPORT AMENITIES that will be paid for by the GRANT must be listed on the GRANT SCOPE/Cost Estimate Form (for definition of ELIGIBLE COSTS, see the definitions section on page 44).
- List only RECREATION FEATURES and MAJOR SUPPORT AMENITIES that will be completed before the end of the GRANT PERFORMANCE PERIOD. All of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on the GRANT SCOPE/Cost Estimate Form must be completed before a final payment will be approved.
- Describe the type of work on the GRANT SCOPE/Cost Estimate Form using one of the following phrases in front of each RECREATION FEATURE and MAJOR SUPPORT AMENITY:

- “Acquire approximately...” (provide the number of acres that will be acquired as the RECREATION FEATURE). See definition of ACQUISITION on page 44.
- “Construct a new...” (RECREATION FEATURE OR MAJOR SUPPORT AMENITY)....
Definition: to build a new RECREATION FEATURE OR MAJOR SUPPORT AMENITY that did not previously exist.
- “Expand a...” (RECREATION FEATURE OR MAJOR SUPPORT AMENITY)....
Definition: to increase the size of an existing RECREATION FEATURE OR MAJOR SUPPORT AMENITY.
- “Renovate a...” (RECREATION FEATURE OR MAJOR SUPPORT AMENITY)....
Definition: to repair or improve an existing RECREATION FEATURE OR MAJOR SUPPORT AMENITY.
- Examples of RECREATION FEATURES include but are not limited to:
community centers, cultural centers and interpretive facilities, museums, zoos, aquariums, sports fields and courts, playgrounds and tot lots, swimming pools, community gardens, group picnic areas, recreational trails and pathways, open space. ACQUISITION of land is also considered a RECREATION FEATURE.
- Rules for including RECREATION FEATURES in the GRANT SCOPE/Cost Estimate Form
 - a) Include the ACQUISITION, construction, expansion, or renovation of a new or existing RECREATION FEATURE in the GRANT SCOPE/Cost Estimate Form regardless of its estimated cost at the time of Application.
 - b) Examples of including the ACQUISITION, construction, expansion, or renovation of a new or existing RECREATION FEATURE in the GRANT SCOPE/Cost Estimate Form:
 - “Acquire approximately one acre”
 - “Construct a new performing arts center”
 - “Expand a community garden”
 - “Renovate a playground” (e.g. resurfacing for \$30,000 should be listed as “Renovate a playground”)
- Rules for including MAJOR SUPPORT AMENITIES in the GRANT SCOPE/Cost Estimate Form
 - a) List the construction, expansion, or renovation of parking lots, restroom buildings, or other non-recreational facilities on the GRANT SCOPE/Cost Estimate Form regardless of its estimated cost at the time of Application
Example:
 - “Construct a new restroom building”
 - “Expand a parking lot”
 - “Renovate a restroom building” (e.g. replacing toilets for an estimated \$20,000, or adding public art to a restroom building for \$10,000 should be listed as “Renovate a restroom building”)

- b) List an item of work to improve the appearance of the general PROJECT site on the GRANT SCOPE/Cost Estimate Form ” only if its estimated cost at the time of Application is \$50,000 or greater. See “Rules for NOT including MINOR SUPPORT AMENITIES” below if the estimated cost is less than \$50,000.

Example:

- “Landscaping for the general project site” (only if the landscaping is estimated at \$50,000 or more).
 - “Public art for the general project site” (only if the public art is estimated at \$50,000 or more).
 - “Lighting for the general project site” (only if the lighting is estimated at \$50,000 or more).
- Rules for NOT including MINOR SUPPORT AMENITIES in the GRANT SCOPE/Cost Estimate Form

Do not list MINOR SUPPORT AMENITIES estimated at the time of Application to cost less than \$50,000, such as benches, signs, and drinking fountains, related to the PROJECT. MINOR SUPPORT AMENITIES will be considered part of the GRANT SCOPE by OGALS and are ELIGIBLE COSTS because they are folded into the cost of a RECREATION FEATURE OR MAJOR SUPPORT AMENITY. The expenditure of GRANT funds on MINOR SUPPORT AMENITIES will be accounted for by the GRANTEE in the Grant Expenditure Form.

II. Providing a cost estimate:

- Provide the estimated cost of each RECREATION FEATURE and MAJOR SUPPORT AMENITY listed in the GRANT SCOPE/Cost Estimate Form:
 - The estimated TOTAL PROJECT COST on the GRANT SCOPE/Cost Estimate Form must equal the estimated TOTAL PROJECT COST listed on the Application Form.
 - No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs.
 - See the ELIGIBLE COSTS charts starting on page 18 before creating a cost estimate.
5. Funding Sources Form. (see page 14 for the Funding Sources Form)
- The funding sources must include the specified GRANT for this Application.
 - The grand total listed at the bottom of this form must equal the estimated TOTAL PROJECT COST listed on the Application Form and at the bottom of the GRANT SCOPE/Cost Estimate form.
 - If the funding sources change during the course of the PROJECT, a revised form is not required.
6. Site Plan.
(For DEVELOPMENT PROJECTS)
- Provide a drawing showing where the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form will be located.

- Include the function and approximate square footage of each room within buildings that are part of the GRANT SCOPE, and the approximate total square footage of the buildings.
7. Land Tenure and Site Control.
(for DEVELOPMENT PROJECTS)
- If the property is owned in fee simple by the APPLICANT, provide a copy of the deed or the deed recordation number.
 - If the property is not owned in fee simple, provide the Land Tenure Form (see page 16) and the lease, easement, joint power agreement, etc. verifying that land tenure and site control requirements have been met.
8. Sub-leases or Agreements.
- Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.
- or
- If this requirement is not applicable, provide a brief statement.
9. Parcel Map, and Willing Seller Letter.
(For ACQUISITION PROJECTS only)
Unless otherwise specified in legislation, land or interests in land acquired with GRANT funds must be acquired from a willing seller.
- Provide a parcel map showing the parcels to be acquired. The parcel numbers shown in the parcel map must match the ACQUISITION schedule form.
 - Provide a letter from the land owner(s) indicating the intent to sell the property. The letter does not need to include legally binding language.
10. California Environmental Quality Act (CEQA).
(For ACQUISITION and DEVELOPMENT grants)
- Provide the CEQA Compliance Certification Form and its required attachment. (see page 15).
 - Alternate CEQA Process: Provide a CEQA initial study document and a plan (brief paragraph and timeline) for CEQA compliance. CEQA must be completed within one year from submitting the original APPLICATION PACKET to OGALS. The GRANTEE must provide the CEQA Compliance Certification Form in order to receive GRANT payments beyond the preliminary ADVANCE (up to 10% of GRANT amount).
 - The APPLICANT should check with its local city or county planning agency for CEQA compliance information.
11. PROJECT Location Map.
- Provide a map showing highway and street access to the PROJECT site.

Resolution Form

Resolution No: _____

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors/Directors) OF (City, County, District, or Non-Profit Organization)
APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the legislatively specified grant, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the (applicant's governing body) hereby:

1. Approves the filing of an application for the specified grant project; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
5. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (Grantee's Governing Body) following a roll call vote:

Ayes:
Noes:
Absent:

(Clerk)

Application Form

PROJECT NAME	GRANT Application Amount \$ _____ Estimated TOTAL PROJECT COST \$ _____				
PROJECT PHYSICAL ADDRESS (including zip code)	Nearest Cross Street	County of Project Location			
GRANT APPLICANT (entity applying for the grant)	GRANT APPLICANT'S Mailing Address				
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 25%; text-align: center; border: none;">Email address</td> <td style="width: 25%; text-align: center; border: none;">Phone</td> </tr> </table>			Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone			
DIRECTOR/PRESIDENT OF APPLICANT <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 25%; text-align: center; border: none;">Email address</td> <td style="width: 25%; text-align: center; border: none;">Phone</td> </tr> </table>			Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone			
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (<i>if different from AUTHORIZED REPRESENTATIVE</i>) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 25%; text-align: center; border: none;">Email address</td> <td style="width: 25%; text-align: center; border: none;">Phone</td> </tr> </table>			Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone			
For DEVELOPMENT Project, Land Tenure is _____ acres _____ Acres owned in fee simple by Applicant Recordation Number(s): _____ _____ Acres available under a _____ year lease Acres of other interest (<i>explain</i>) _____	For ACQUISITION Project, land will be _____ acres _____ Acres to be acquired in fee simple by Applicant _____ Acres to be acquired in other than fee simple (<i>explain</i>) _____				
GRANT SCOPE: I represent and warrant that this Application Packet describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I certify that the information contained in this APPLICATION PACKET, including required attachments, is accurate. Signed _____ AUTHORIZED REPRESENTATIVE as shown in Resolution					
		_____ Date			
Print Name and Title: _____					

GRANT SCOPE/Cost Estimate Form

ACQUISITION and DEVELOPMENT Items

RECREATION FEATURES and MAJOR SUPPORT AMENITIES (If ACQUISITION is included, list each parcel number, acreage, estimated date of purchase, and cost)	Estimated cost of each RECREATION FEATURE and MAJOR SUPPORT AMENITY
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	Total estimated cost of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES \$
Estimated PRE-CONSTRUCTION cost (combined cost of activities such as planning, design, construction documents, and permits)	Estimated PRE-CONSTRUCTION cost \$
	Estimated TOTAL PROJECT COST \$

GRANT Application Amount: \$_____

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before final GRANT payment is processed as specified in the "Payment Process and End of the GRANT PERFORMANCE PERIOD" section found on page 5 of this guide. The APPLICANT also understands that no more than \$_____ (25% of the GRANT Application amount) may be spent on PRE-CONSTRUCTION costs.

APPLICANT'S AUTHORIZED REPRESENTATIVE (Signature) _____ Date _____

Sample GRANT SCOPE/Cost Estimate Form

The following RECREATION FEATURES and MAJOR SUPPORT AMENITIES in this sample form are only intended as examples.

ACQUISITION and DEVELOPMENT Items

RECREATION FEATURE and Major Support Amenity (If ACQUISITION is included, list each parcel number, acreage, estimated date of purchase, and cost.)	Estimated cost of each RECREATION FEATURE and MAJOR SUPPORT AMENITY
Expand a community center by adding a performing arts theater	\$ 3,000,000
Construct a new parking lot	\$ 300,000
Construct a new community garden	\$100,000
Construct a new swimming pool	\$2,000,000
Renovate a restroom building	\$400,000
Construct new lighting (\$150,000) and construct new fencing (\$50,000) for an existing soccer field.	\$ 200,000
	Total estimated cost of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES \$6,000,000
Estimated PRE-CONSTRUCTION cost (combined cost of activities such as planning, design, construction documents, and permits)	Estimated PRE-CONSTRUCTION cost \$2,500,000
GRANT APPLICATION amount: \$5,000,000	Estimated TOTAL PROJECT COST \$8,500,000

The Applicant understands that this form will be used to establish ELIGIBLE COSTS, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before final GRANT payment is processed as specified in the "Payment Process and End of the GRANT PERFORMANCE PERIOD" section found on page 3 of this guide. The APPLICANT also understands that no more than **\$1,250,000** (25% of the GRANT Application amount) may be spent on PRE-CONSTRUCTION costs.

APPLICANT'S AUTHORIZED REPRESENTATIVE (Signature) _____ Date _____

Funding Sources Form

Source	Amount
This Specified GRANT	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
All Funding Sources (estimated TOTAL PROJECT COST):	\$

CEQA Compliance Certification Form

Grantee/Applicant: _____ **Project Name:** _____

Project Address: _____

When was CEQA analysis completed for this project? Date _____

What document(s) was filed for this project's CEQA analysis: (check all that apply)

- Initial Study Notice of Exemption Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report Other: _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (_____) _____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

Land Tenure Form

If the PROJECT site is not owned by the APPLICANT, a lease, joint powers agreement, easement, memorandum of understanding, or any other agreement that meets the requirements in the following Land Tenure Form must be provided.

Cite the page numbers and highlight (use a highlighter pen) the sections of the land tenure agreement where the required information below can be found.

- Type of agreement:** _____
- Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.
- Parties to the signed agreement:** Found on page(s) _____ of the agreement
- Highlight the sections which identify the parties to the agreement.
 - The agreement must be signed by all parties. (See the following page for an alternate to this requirement).
- Term of the agreement:** Found on page(s) _____ of the agreement.
- All GRANT amounts up to and including \$100,000 require at least 15 years of land tenure.
 - All GRANT amounts greater than \$100,000 but up to and including \$3,000,000 require at least 25 years of land tenure.
 - All GRANT amounts greater than \$3,000,000 require at least 30 years of land tenure.
 - The 15, 25, or 30 year land tenure requirement must start on the APPROPRIATION DATE.
 - See the following page for an alternate to the term requirement.
- Renewal clause:** Found on page(s) _____ of the agreement.
- The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 15, 25, or 30 year term requirement.
- Termination (revocability):** Found on page(s) _____ of the agreement.
Can be either a, b, or c. Combination of a, b, and c is not required.
- a) If there is no termination clause, the agreement is non-revocable.
 - b) The termination clause may specify that the agreement is revocable for breach of the CONTRACT provisions, or for cause.
 - c) The termination clause may specify that the agreement is revocable by mutual consent.
- A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.
- Site Control Roles and Responsibilities:** Found on page(s) _____ of the agreement.
- The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.
- Roles and responsibilities:** Found on page(s) _____ of the agreement.

- The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction roles to other entities.
- The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
- The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

Land Tenure Requirements – Alternate Processes

No signed agreement:

When an APPLICANT does not have a signed land tenure agreement at the time of Application, the APPLICANT may choose to follow the alternate land tenure process by:

- Providing a copy of the proposed land tenure agreement, as well as letters from the APPLICANT and the landowner in which each commits to sign the proposed land tenure agreement should the APPLICATION PACKET be approved by OGALS. The proposed agreement must meet the land tenure requirements described on the previous page.
- Once OGALS approves the APPLICATION PACKET, the APPLICANT must submit a fully-executed land tenure agreement prior to CONTRACT execution.

Term Requirement:

When an APPLICANT cannot meet the 15, 25, or 30 year term requirement at the time of APPLICATION, the alternate requirements of A and B below must be met:

- A. The landowner provides a letter which:
 - 1) States the landowner's policy prohibiting long term land tenure agreements.
 - 2) Describes the long standing use of the property by the APPLICANT.
 - 3) States a commitment to continue to renew the land tenure agreement with the APPLICANT in incremental periods to satisfy the 15, 25, or 30 year land tenure term requirement absent any unforeseen circumstances.
- B. The APPLICANT provides a letter signed by its AUTHORIZED REPRESENTATIVE which:
 - 1) Agrees to renew the land tenure agreement with the landowner in incremental periods to satisfy the 15, 25, or 30 year land tenure term requirement.

The Department expects the GRANTEE to fully comply with the Use of Facilities terms of the CONTRACT. If the landlord does not renew a lease, and the GRANTEE cannot comply with the time period stated in the CONTRACT, the Department may hold the GRANTEE in breach of CONTRACT.

ELIGIBLE COSTS

(see definitions section beginning on page 44)

DEVELOPMENT

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS. Examples of PRE-CONSTRUCTION are planning, design, construction documents, and permits.

No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS occur:

- during the planning and design phase of the PROJECT, and
- end with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start with the date when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins.

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION, construction and ACQUISITION costs.

PRE-CONSTRUCTION COSTS (Maximum 25% of GRANT amount)	EXAMPLES
Costs incurred during the planning and design phase of the project, <u>before</u> ground-breaking construction activities such as site preparation, grading, or gutting begins.	<ul style="list-style-type: none">● Employee services – see accounting rules for employee services on page 41 for more info.● GRANT administration and accounting costs● Public meetings/focus groups/design workshop costs● Plans, specifications, construction documents, and cost estimates – (changes to construction documents, <u>after</u> ground-breaking construction activities begins, are subject to the 25% cap on the GRANT amount.)● Permits● CEQA● Premiums on hazard and liability insurance to cover personnel or property● Fidelity bond for non-profit organizations.● Bid packages

CONSTRUCTION COSTS (Up to 100% of GRANT Amount)	EXAMPLES
<p>Costs incurred during the construction phase of the PROJECT, <u>starting with the date</u> when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<ul style="list-style-type: none"> • Site preparation, grading, gutting • Foundation work • Purchase and installation of permanent equipment: signs, display boards, sound systems, video equipment etc. • Construction management: including site inspections, PROJECT administration, GRANT administration. See accounting rules for personnel (FORCE ACCOUNT LABOR) on page 41. • Construction supplies and materials: may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere. • Construction equipment: 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. A report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor. • Construction equipment: may also be leased, 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. 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. • Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications.

ACQUISITION Costs

ACQUISITION COSTS (Up to 100% of GRANT Amount)	EXAMPLES
Purchase price of the property and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> • Appraisals, surveys • Preliminary title reports • Title insurance fees • Escrow fees and purchase price • Relocation costs: costs resulting in displacement of a person and/or business (tenants), pursuant to Government Code §7260 – 7277. Grantees and willing sellers are not eligible recipients of relocation costs. If the GRANT is paying for relocation costs, the GRANTEE must pay the tenants directly. If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying the tenants in compliance with State of California Government Code §7260 – 7277. • Employee services: see accounting rules for employee services on page 41. • GRANT administration and accounting costs

Ineligible Costs: Indirect costs such as overhead business expenses (rent, utilities, or support-staff salaries) of the GRANTEE'S fixed or ordinary operating costs, cannot be charged to the GRANT. Food may not be purchased with GRANT funds.

Prevailing Wage

If the GRANTEE awards a contract for work that will be paid for by the GRANT, the GRANTEE must adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to Labor Code §1771.5(b).

IV. CONTRACT SECTION

The following section contains a sample CONTRACT, CONTRACT provisions, and a sample status report form.

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

**Grant Contract
Specified Grants**

GRANTEE _____

GRANT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ APPLICATION NUMBER _____

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

Total State grant amount not to exceed \$ _____

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

Grantee _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
(Typed or printed name of Authorized Representative)

By _____

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NUMBER				
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX		PCA		OBJ. EXPEND

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER				DATE		
---------------------------------	--	--	--	------	--	--

Grant Contract for Specified Grants

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation ("hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and _____ (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _____ Dollars (____\$), subject to the terms and conditions of this AGREEMENT and <_____ > (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE.

The Grant Performance Period is from _____ to _____.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the SPECIFIED GRANT as referred to in section I of this AGREEMENT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
5. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
6. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.
7. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE or Cost Estimate Form found in the APPLICATION.
8. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Local Assistance Specified Grants" dated 2007-08. The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

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

C. Project Costs

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

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account. If GRANT MONIES are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.
2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
3. The GRANTEE agrees that income earned by the GRANTEE from a STATE approved non-recreational use on the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE's jurisdiction.
4. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this AGREEMENT.

5. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a grant scope. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to this SPECIFIED GRANT, (c) this AGREEMENT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this contract by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this contract. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this contract shall be the specific performance of this contract, unless otherwise agreed to by the STATE.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, subsection 2, of this AGREEMENT

G. Hold Harmless

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

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

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES in accordance with the land tenure requirements set forth in the PROCEDURAL GUIDE.
2. The GRANTEE agrees that the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of the specified grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with the GRANT SCOPE shall be permitted except as authorized by a specific act of the legislature and the property shall be replaced with property of equivalent value and usefulness as determined by STATE.
3. The property acquired or developed may be transferred to another eligible entity if the successor entity assumes the obligations imposed under this contract and with the approval of STATE.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE 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 contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

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

N. Section Headings

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

O. Waiver

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

Grantee

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Date: _____

Status Report

Grantee:
Project number:
Project name:

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

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

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

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

1) _____

Acquisition and/or Construction (provide photos)

2) _____

Potential Obstacles Affecting Completion

3) _____

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

5) **Estimated Date of Project Completion:** _____

6) **Percentage of Project Complete:** _____

7) **On Time** _____ *if not, explain below*

8) **Within Budget** _____ *if not, explain below*

9) **Within Scope** _____ *if not, explain below*

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)

Changes to Grant Scope

Eliminating or adding RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the original GRANT SCOPE /Cost Estimate Form must be approved by the OGALS Office Chief.

Proposals to eliminate or add RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form must include the following documents, which OGALS will use to consider the proposal:

1. A proposal letter signed by the AUTHORIZED REPRESENTATIVE. Contact your PROJECT OFFICER to obtain the required information that must be included in the letter
2. A revised GRANT SCOPE/Cost Estimate Form.
3. A new CEQA Compliance Certification Form, if needed.
4. A revised site plan showing the locations of the RECREATION FEATURES and Support Amenities, as proposed (for DEVELOPMENT projects only).
5. Or, if the GRANT SCOPE involves ACQUISITION, provide a revised ACQUISITION Map and ACQUISITION Schedule.

The revised documents (items 2-5 above) must satisfy the requirements described in the Application Checklist and Directions on pages 6.

Each of the documents listed above must include a revision date on the top right corner.

V. GRANT Payment Section

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

- ADVANCE payments (see page 29)
- Reimbursement payments (see page **Error! Bookmark not defined.**)
- Final payment (see page 34)

The sum of all ADVANCE and reimbursement payments before the final payment may not exceed 80% of the GRANT amount. A minimum of 20% of the GRANT amount is retained for the final payment as a reimbursement.

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

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

Non-profit organization GRANTEES must provide a fidelity bond before a payment can be processed.

ADVANCE Payments

The following section describes ADVANCE payments for ACQUISITION and DEVELOPMENT costs.

ADVANCE Payment Requirements for ACQUISITION Costs:

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
Preliminary ADVANCE (up to 10% of GRANT amount)	After the GRANT CONTRACT has been fully executed, and preliminary work will occur during the next six months	<ul style="list-style-type: none"> • Payment Request Form • Payment schedule (if more than \$100,000 is requested). See page 31 for payment schedule instructions.
ADVANCES up to 80% of the GRANT amount for ACQUISITION-DEVELOPMENT combination GRANT SCOPES, or up to 100% of the GRANT amount for ACQUISITION only GRANT SCOPES. (Must be deposited into escrow, see page 30)	After the GRANT CONTRACT has been fully executed, and escrow is open. After approval by OGALS the payment will be mailed by the State Controller's Office to the designated escrow company approximately 30 working days from the date the payment request is received.	<ul style="list-style-type: none"> • The four required items to request an ADVANCE payment into escrow are described on the following page.

ADVANCES into Escrow for ACQUISITION

The following four items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE'S letterhead, with all of the following elements, signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) GRANT CONTRACT number and amount of GRANT funds requested (up to 80% of the GRANT amount for ACQUISITION-DEVELOPMENT combination GRANT SCOPES, or up to 100% of the GRANT amount for ACQUISITION only GRANT SCOPES).
 - c) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions."
 - d) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this Agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. CEQA Compliance Certification Form (if not yet provided). See page 15.
4. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person. See page 35.

After approval by the OGALS Office Chief, the payment will be mailed by the State Controller's Office to the designated escrow company approximately 30 working days from the date the payment request is received.

Unexpended Advanced Funds for ACQUISITION:

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

ADVANCE Payment Requirements for DEVELOPMENT Costs:

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
Preliminary ADVANCE (up to 10% of GRANT amount)	After the GRANT CONTRACT has been fully executed and preliminary work such as design, CEQA, and permits, will occur during the next six months	<ul style="list-style-type: none"> • Payment Request Form • List of PRE-CONSTRUCTION work items to be funded by the payment request. <p>If request is over \$100,000, include:</p> <ul style="list-style-type: none"> • Payment Schedule (see instructions below) • Copy of contract awarded to a contractor, consulting firm, or a FORCE ACCOUNT LABOR schedule
ADVANCE(s) up to 50% of GRANT amount	After the GRANT CONTRACT has been fully executed, CEQA is complete, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • List of GRANT SCOPE items to be completed using the ADVANCE • Payment Schedule (see instructions below) • Copy of signed construction contract and a notice to proceed (between GRANTEE and contractor) • A FORCE ACCOUNT LABOR schedule (if a contractor is not used) showing that the ADVANCE will be spent within six months • CEQA Compliance Certification Form (if not yet provided)

Payment Schedule

The payment schedule must provide the following information:

- A month by month estimate showing the anticipated amount that will be spent using the requested ADVANCE.
- To which entity the Advanced funds will be paid (contractor or FORCE ACCOUNT).

OGALS may not approve the total amount of the requested ADVANCE payment if the requested funds will not be spent within six months from the date that the payment request is submitted by the GRANTEE.

Unexpended Advanced Funds for DEVELOPMENT:

If all or a portion of GRANT funds advanced to the GRANTEE are not expended, the unused portion of the advanced funds plus interest must be returned to OGALS within 60 days after PROJECT

COMPLETION, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.

Additional Rules for ACQUISITION or DEVELOPMENT ADVANCES:

Subsequent ADVANCES

- Before OGALS approves additional ADVANCES, a GRANT Expenditure Form which documents the expenditure of the total balance of previously advanced funds must be provided.
- This requirement may be waived in cases where PROJECTS require timely payments, and the remaining balance of unspent advanced funds cannot cover the next PROJECT payment. The following items are required to request a waiver:
 1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
 2. A Grant Expenditure Form documenting that the majority of ADVANCED funds have been spent.
 3. A payment schedule with a month by month estimate showing the anticipated amount that will be spent using the unspent balance of previously ADVANCED funds, plus the additional requested payment.

Interest Earned on Advanced GRANT Funds

- The total GRANT amount plus interest may be spent on ELIGIBLE COSTS. Interest spent on ELIGIBLE COSTS must be documented on the GRANT Expenditure Form.
- The GRANT Expenditure Form (included in the GRANT COMPLETION PACKET) documenting interest spent on ELIGIBLE COSTS must be submitted to OGALS within 60 days after PROJECT Completion, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. If this requirement is not met, the interest cannot be spent on ELIGIBLE COSTS and must be immediately returned to OGALS.
 - If the amount of GRANT funds plus interest is greater than the amount of ELIGIBLE COSTS, the interest must be spent on ELIGIBLE COSTS, with the balance of unspent GRANT funds returned to OGALS within 60 days after PROJECT COMPLETION, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
 - Or, the GRANTEE may request to expand the GRANT SCOPE by adding RECREATION FEATURES or MAJOR SUPPORT AMENITIES to the GRANT SCOPE/Cost Estimate Form. If the request is approved by OGALS, the expanded GRANT SCOPE will allow for additional ELIGIBLE COSTS (see pages 28 for information on requesting changes to the GRANT SCOPE).

Reimbursement Payments

Reimbursement Payment Requirements for ACQUISITION Costs

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 fully executed and the GRANTEE incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"> • Payment Request Form • GRANT Expenditure Form <p>When ACQUISITION is complete:</p> <ul style="list-style-type: none"> • Escrow closing statement • Recorded deed to the property.

Reimbursement Payment Requirements for DEVELOPMENT Costs

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
Reimbursement of up to 80% of the GRANT Amount before final payment	After the CONTRACT is fully executed and the GRANTEE incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"> • Payment Request Form • GRANT Expenditure Form

Previously Advanced Funds.

- Before OGALS approves additional ADVANCES, a GRANT Expenditure Form documenting expenditure of the total balance of previously advanced funds must be provided.
- This requirement may be waived in cases where Projects require timely payments, and the remaining balance of unspent advanced funds cannot cover the next PROJECT payment. The following items are required to request a waiver:
 1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
 2. A GRANT Expenditure Form documenting that the majority of advanced funds have been spent.
 3. A payment schedule with a month by month estimate showing the anticipated amount that will be spent using the unspent balance of previously advanced funds, plus the additional requested payment.

Final Payments

Refer to item number 9 in the GRANT Process Section on page 5 for the recommended deadline to request a final payment.

The final payment (no less than 20% of the GRANT amount) will be processed after PROJECT Completion and the following is approved by OGALS:

- A GRANT COMPLETION PACKET (see page 39) and other items listed in the final payment requirements charts below.
- Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION
 - A site inspection for ACQUISITION-only grants may not be required.

Final Payment Requirements for GRANT SCOPES Involving ACQUISITION Costs

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
Final (no less than 20% of GRANT amount for GRANT SCOPES which also involve development)	After the GRANTEE completes the GRANT SCOPE	<ul style="list-style-type: none"> • GRANT COMPLETION PACKET • Escrow closing statement • Recorded deed to the property • Final title insurance documents • Relocation costs letter (if applicable) signed by the AUTHORIZED REPRESENTATIVE. The letter must list the relocation amounts (charged to the GRANT) for each tenant displaced by the ACQUISITION. No more than the maximum relocation amount pursuant to Government Code § 7260 – 7277 can be paid for by the GRANT.

Final Payment Requirements for GRANT SCOPES Involving DEVELOPMENT Costs

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
Final (no less than 20% of GRANT amount)	After the GRANTEE completes the GRANT SCOPE	<ul style="list-style-type: none"> • GRANT COMPLETION PACKET

Payment Request Form

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

PAYMENT REQUEST FORM Specified Grants

See instructions on reverse.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. GRANTEE			
4. PROJECT TITLE			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>			
a. Grant Amount		\$	_____
b. Funds Received To Date		\$	_____
c. Available (<i>a. minus b.</i>)		\$	_____
d. Amount Of This Request		\$	<input style="width: 100px; height: 20px;" type="text"/>
e. Remaining Funds After This Payment (<i>c. minus d.</i>)		\$	_____
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
ATTENTION			
8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.			
SIGNATURE OF POSITION AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE			DATE
▶			

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

Payment Request Form Instructions

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

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

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

GRANT Expenditure Form (PRE-CONSTRUCTION Only)

Project Number _____

Warrant/Check Number(1)	Date (2)	Recipient (3)	Pre- Construction Amount (4)
----------------------------	-------------	------------------	---------------------------------

PRE-CONSTRUCTION Subtotal (5) \$ _____

List ELIGIBLE COSTS charged only 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.

Column (2) Date payment was made to recipient

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

Column (4) PRE-CONSTRUCTION costs subject to the 25% cap (see ELIGIBLE COSTS, page 18)

GRANT Expenditure Form (Construction and ACQUISITION Costs)

PROJECT Number _____

Warrant/Check Number(1)	Date (2)	Recipient (3)	GRANT SCOPE Item (4)	Construction Amount (5)
----------------------------	-------------	------------------	-------------------------	----------------------------

Construction Subtotal (5) \$ _____

PRE-CONSTRUCTION Subtotal
(from PRE-CONSTRUCTION GRANT Expenditure Form) \$ _____

Grand Total \$ _____

List ELIGIBLE COSTS charged only 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.

Column (2) Date payment was made to recipient

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

Column (4) Items must be consistent with the GRANT SCOPE/Cost Estimate Form.

Column (5) ACQUISITION or DEVELOPMENT costs eligible for up to 100% of GRANT amount.
(see ELIGIBLE COSTS, page 18)

GRANT COMPLETION PACKET

To request the final payment and close out the GRANT, the GRANTEE must provide the following four documents after PROJECT COMPLETION. (See items 9-10 on page 5)

1. Payment Request Form (page 35)
2. GRANT Expenditure Form (page 37)
3. PROJECT COMPLETION Certification (page 40)
 - OGALS recommends that the GRANTEE file a “notice of completion” with the County Recorder pursuant to State of California Civil Code §3093. Filing the “notice of completion” is not a GRANT completion requirement.

PROJECT COMPLETION Certification

Grantee: _____ **PROJECT Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ **Email:** _____

PROJECT COMPLETION – list the 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 within 10 days from completion of work? 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 done.

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

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

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

Grantee’s AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title

Grantee’s AUTHORIZED REPRESENTATIVE (Signature)

Date

VI. ACCOUNTING AND AUDIT SECTION

Contact the DPR Audits Office at (916) 445-8999 for questions about the following requirements.

Accounting Requirements

Grantees must use accounting practices that:

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

Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)

Grantees must follow these accounting practices for employee services:

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

State Audit

Grants are subject to audit by DPR. (See page 42, Audit Checklist). All PROJECT records must be retained for a maximum of five years after final payment was received.

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

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

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT Completion. Listed below are some of the items the auditor will examine during the review. The GRANTEE must have these records available in a central location ready for review once an audit date and time has been confirmed. Contact DPR's Audits Office at (916) 445-8999 for questions about audit requirements.

CONTRACTS

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

FORCE ACCOUNT LABOR*

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

IN-HOUSE EQUIPMENT*

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

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual cancelled checks/warrants**)

ACQUISITION

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

INTEREST

- _____ Schedule of interest earned on State funds advanced
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

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

** Front and back if copied.

Fidelity Bond

Non-profit organization GRANTEES must provide a copy of the fidelity bond policy to the PROJECT OFFICER before the first payment request can be processed. Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the nonprofit GRANTEE needs to amend the coverage to reflect the GRANT amount. Fidelity Bond insurance must be kept current until at least 6 months after the date of the final GRANT payment.

The nonprofit is the party insured. This insurance should cover the dishonest acts of all employees, volunteers, officers and directors.

The State must be named as a 3rd Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The complete address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services, [Project Officer's Name].

GRANTEES may obtain the necessary Fidelity Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or on the Internet through their agents or independent agents.

VII. DEFINITIONS

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

ACQUISITION – to obtain fee 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.

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

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with DPR, and is identified as a GRANT recipient through a legislatively specified budget line item.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions on page 6.

APPROPRIATION DATE – July 1 of the State of California fiscal year when the funding of State budget line items is approved by the legislature. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

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

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

CONSTRUCTION COSTS – costs incurred starting with the date 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, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

CONTRACT ENCUMBRANCE PERIOD – the time starting with the APPROPRIATION DATE, when a CONTRACT must be fully executed between the GRANTEE and DPR to encumber the GRANT funds.

DEVELOPMENT – to construct, expand, or renovate a RECREATION FEATURE or Support Amenity.

DPR – is the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred by the GRANTEE during the GRANT PERFORMANCE PERIOD for RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form of the APPLICATION PACKET approved by OGALS. Costs of MINOR SUPPORT AMENITIES are combined with costs associated with RECREATION FEATURES and MAJOR SUPPORT AMENITIES.

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

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

GRANT COMPLETION PACKET – The documents listed on page 39 that are required in order to request final GRANT payment following PROJECT Completion.

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

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed 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.

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.

MINOR SUPPORT AMENITY – a permanent item including but not limited to signs, benches, and drinking fountains estimated to cost less than \$50,000 at the time of Application.

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

Pre-CONSTRUCTION COSTS – costs incurred during the planning and design phase of the PROJECT, and that end with the date when ground-breaking construction activities such as site preparation, grading, or gutting begin.

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

PROJECT COMPLETION – when the RECREATION 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. If the PROJECT only involves ACQUISITION, PROJECT COMPLETION occurs upon the close of escrow and when the GRANTEE obtains the deed.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with the Applicants and Grantees and administers GRANT funds, ensures compliance with the Procedural Guide, and the GRANT CONTRACT.

RECREATION FEATURE – a facility that provides for recreational use. The ACQUISITION of land is also considered a RECREATION FEATURE.

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