

# **Procedural Guide for the PER CAPITA GRANT PROGRAM**

Under the  
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection  
Bond Act of 2000



**May 2001**

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



## Inquiries

Direct all inquiries, correspondence, and grant Applications to individual Project Officers at:

California Department of Parks and Recreation  
Office of Grants and Local Services  
1416 9<sup>th</sup> Street  
P.O. Box 942896  
Sacramento, CA 94296-0001  
(916) 653-7423 Telephone  
(916) 653-6511 FAX

Project Officers' names and geographic assignments can be found on the Department's web at <http://www.parks.ca.gov/> by following related links to Grants and 2000 Bond Act.

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

**Departmental 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.

**Departmental Focus**

As California edges into the 21<sup>st</sup> Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other non profits, but will also form new partnerships with a broad range of service providers to insure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of stewardship and enjoyment!

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## I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These are defined in the Definition Section below.

Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

**“Acquisition”** means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.

**“Allocation”** means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

**“Applicant”** means an agency or organization requesting funding from a program administered by the Department.

**“Application”** means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

**“Appropriation”** means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

**“Bond Act”** means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

**“CEQA”** means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.

**“Contract”** means an agreement between the Department and Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

**“Department”** means the California Department of Parks and Recreation.

**“Development”** means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

**“Director”** means the Director of the California Department of Parks and Recreation.

**“District”** means:

- Any regional park district, regional park and open-space district, or regional open-space district formed pursuant to the Public Resources Code, Article 3 (commencing with Section 5500) of Chapter 3;
- Any recreation and park district formed pursuant to Chapter 4, Public Resources Code, (commencing with Section 5780) or an authority formed pursuant to Division 26 (commencing with Section 35100);
- With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other district that is authorized by statute to operate and manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year-round park and recreation services on lands and facilities owned by the district, and allocates a substantial portion of its annual operation budget to parks or recreation areas or facilities.

**“Force Account”** means Project work performed by a Grantee’s own work force.

**“Grantee”** means an Applicant who has an approved Contract for grant funds.

**“Project”** means the Acquisition, Development, enhancement, restoration or other activity to be accomplished with grant funds.

**“Project Grant Amount”** means the amount of grant funds assigned to a specific Project.

**“Project Officer”** means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

**“Project Performance Period”** means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

**“Project Scope”** means the description of the work or activity to be accomplished on the Project.

**“Stewardship”** means the Development and implementation of Projects for the protection, preservation, rehabilitation, restoration, improvement of natural systems and outstanding features, and historical and cultural resources.

**“Tenure”** means the Applicant owns the land or has another long-term agreement with the landowner. (See Appendix F, pg. 48)

**“Urbanized County”** means a county with a population of 200,000 or greater.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.308(a), (e), and (J)(1), and 5096.336(b), [Public Resources Code](#).*



## II. PER CAPITA PROGRAM DESCRIPTION

### **2000 Bond Act Intent**

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

### **Per Capita Program Intent**

The Per Capita Grant Program is intended to meet the urgent need for safe, open and accessible local park and recreational facilities for increased recreational opportunities that provide positive alternatives to social problems.

### **Amount of Funds Available**

\$388,000,000 has been allocated for the Per Capita program. There are no matching requirements for the Per Capita program.

The Per Capita grant funds are available in two components:

- Per Capita I (\$338,000,000)
- Per Capita II (\$50,000,000)

## **PER CAPITA I**

### **Eligible Applicants**

Sixty percent (60%) of the \$338,000,000 shall be allocated to the following entities based on population:

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space district, and regional open-space district.

The minimum Allocation for these agencies is \$30,000.

Forty Percent (40%) of the \$338,000,000 shall be allocated to the following entities:

- Counties
- Regional park districts
- Regional park and open-space districts
- Open-space districts

The minimum Allocation for counties only is \$150,000.

## **PER CAPITA II**

### **Eligible Applicants**

Cities and districts in Urbanized Counties that provide park and recreation services within jurisdictions of 200,000 or less in population.

## **Eligible Projects**

Eligible Projects include Acquisition, Development, improvement, rehabilitation, restoration, enhancement, and the Development of interpretive facilities, of local parks and recreational lands and facilities, including renovation of recreational facilities conveyed to local agencies resulting from the downsizing or decommissioning of federal military installations. Per Capita grant funds can only be used for capital outlay.

Per Capita Grants are allocated to cities, counties, and park and recreation districts on a population-based formula. Funds allocated to these agencies shall be appropriated primarily for Projects that accomplish one or all of the following:

- Rehabilitate facilities at existing local parks, which will allow the parks to be more efficiently managed and will reduce operational costs.
- Develop facilities that promote positive alternatives for youth and that promote cooperation between local park and recreational service providers and youth-serving nonprofit organizations.
- Promote family-oriented recreation, including art activities.
- Provide for open, safe, and accessible local park lands, facilities and botanical gardens.

## **State Administrative Costs**

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.310(f), 5096.332, 5096.333, 5096.336(b), 5096.367 [Public Resources Code](#).*

## **III. IMPORTANT POINTS**

- Eligible Project costs may be incurred after July 1, 2000. Payments may not be made until there is a fully executed Contract between the Department and the Grantee.
- The Grantee may spend up to 25% of the Project Grant Amount for non-construction costs, including grants administration, plans, permits, specifications, CEQA compliance and/or Acquisition documents.

## **IMPORTANT POINTS (continued)**

- At the time of application, the Grantee must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Grantee will comply with CEQA. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process can be applied to the non-construction costs limit.
- Prior to commencement of construction or acquisition, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- Grantees must have a fully executed Contract by June 30, 2003. After June 30, 2003, the Department will not process any Contracts for Per Capita Program Funds.
- Per Capita grant funds can only be used for capital outlay.
- The Per Capita Grant Program performance period is July 1, 2000 to June 30, 2008.
- The Grantee should complete all Per Capita Projects and submit final documentation by March 1, 2008 to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- For Development Projects, the Grantee must own the land or the land must be subject to a lease or other long-term interest satisfactory to the Department. If a Grantee does not have fee title to the lands, the Grantee shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Grantee. (See Appendix F, pg. 48)
- All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.

## IMPORTANT POINTS (continued)

- The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- The Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix G, pg. 50)

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.301, 5096.307(a) and (b), 5096.3075, 5096.309, 5096.331(a)(b)(c) and (d), 5096.336(a) and (b), 5096.341(a)(d)(1) and (2), 5096.342(b), 5096.343(a), [Public Resources Code](#).*

## IV. GRANT PROCESS

The Grantee shall receive a Per Capita Contract for the entire Per Capita Allocation by submitting a signed resolution from the Grantee's governing body. The Grantee shall submit individual Project Application form(s) for each eligible Project within the Grantee's jurisdiction. Following is the Per Capita program process:

1. The Applicant submits an authorizing resolution to the Department.
2. The Department reviews the resolution and sends a Contract to the Applicant for signature.
3. The Applicant returns the signed Contract to the Department.
4. The Department returns a fully executed Contract to the Grantee.
5. The Grantee submits individual Project Application(s) to the Department.
6. The Department reviews the Application materials and sends a letter of approval to the Grantee or requests additional information.
7. The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as plans, specifications, and CEQA compliance.
8. Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction contract is awarded, and the Grantee has issued a Notice to Proceed.
9. The Grantee posts 2000 Bond Act signs, as required, acknowledging the source of funds.
10. The Grantee completes the Project and submits a Project Completion Package.
11. The Department Project Officer makes final on-site Project inspection.

## **Grant Process (continued)**

12. The Department processes final payment.
13. The Department may perform an audit of the completed Project.

## **V. PROJECT APPLICATION PROCESS**

### **Project Application**

After a Grantee has a fully executed Contract encumbering their funding Allocation, the Grantee shall submit complete, individual Project Application(s) to the Department.

The Project Application shall consist of the following items:

- Project Application Form, including a certification that the Project is consistent with the park and recreation element of the city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need. The Project Application Form must be signed by the Grantee's authorized representative and the representative from the Grantee's planning agency.
- At the time of application, the Grantee must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Grantee will comply with CEQA. The Grantee may provide an environmental impact report or negative declaration along with a response from the State Clearinghouse; and a copy of the notice of determination filed with and stamped by, the county clerk.
- Prior to commencement of construction or acquisition, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- Evidence of adequate land tenure (lease, joint powers agreement, etc.).
- Acquisition map showing exterior boundaries and parcel numbers. (Acquisition Projects)
- Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- Site plan (Development Projects)
- Acquisition Schedule
- Cost estimate (Development Projects)
- Source of funds
- Required Permits -- examples include:
  - State Lands Commission
  - San Francisco Bay Conservation and Development Commission (BCDC)
  - Regional Coastal Zone Protection Commission
  - Corps of Engineers

## **Project Application (continued)**

- All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
- Photos of Project site (optional)

## **VI. ADMINISTRATION PROCESS**

### **Changes to Project Scope**

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the Department for prior approval. Any changes in scope shall be in compliance with the intent of the Per Capita Grant Program.

### **Project Withdrawals**

The Grantee may withdraw a Project. The funds allocated to the Project will revert to the Grantee's Allocation. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the Project Grant Amount.

## Eligible Costs

Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

<b>COST</b>	<b>EXPLANATION</b>	<b>EXAMPLES</b>
Non-Construction Costs	<ul style="list-style-type: none"> <li>• Costs incurred after July 1, 2000, including planning, appraisals and negotiations</li> <li>• Expenditures subject to 25% non-construction cost maximum</li> </ul>	<ul style="list-style-type: none"> <li>• CEQA Compliance</li> <li>• Construction plans</li> <li>• Permits</li> <li>• Appraisals</li> <li>• Acquisition documents, etc.</li> </ul>
Personnel or Employee Services	<ul style="list-style-type: none"> <li>• Must be computed according to Grantee's prevailing wage or salary scales</li> <li>• Must be computed on actual time spent on Project</li> <li>• Must not exceed Grantee's established rates for similar positions</li> </ul>	<ul style="list-style-type: none"> <li>• Wages and benefits.</li> <li>• Work performed by another section/department in agency</li> </ul>
Consultant Services	<ul style="list-style-type: none"> <li>• Costs paid to consultants necessary for the Project</li> <li>• Consultants must be paid in compliance with the Grantee's customary method and rate</li> <li>• No consultant fee shall be paid to Grantee's own employees without prior approval</li> </ul>	<ul style="list-style-type: none"> <li>• Costs paid to consultants necessary for the Project.</li> </ul>
Construction	<ul style="list-style-type: none"> <li>• All necessary construction activities</li> </ul>	<ul style="list-style-type: none"> <li>• Facility Development</li> <li>• Inspection and construction management</li> </ul>
Construction Equipment	<ul style="list-style-type: none"> <li>• The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes</li> <li>• The Grantee may use the California Department of Transportation's equipment rental rates as a guide</li> <li>• Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage</li> <li>• Equipment use charges must be made in accordance with Grantee's normal accounting practices</li> <li>• Grantee must describe the work performed, the hours used, and related use to Project</li> </ul>	<ul style="list-style-type: none"> <li>• Rental equipment</li> <li>• Purchased equipment</li> </ul>
Fixed Equipment	<ul style="list-style-type: none"> <li>• Equipment permanently fixed to Project facility and/or site</li> </ul>	<ul style="list-style-type: none"> <li>• Picnic Tables</li> <li>• Play Equipment</li> <li>• Signs/interpretive aids</li> </ul>
Construction Supplies/Materials	<ul style="list-style-type: none"> <li>• May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those Grantee would pay</li> <li>• Costs may be capitalized according to Grantee's policy</li> <li>• Grantee may only claim those costs reasonably attributable to Project</li> </ul>	<ul style="list-style-type: none"> <li>• Materials such as concrete, wood, nails etc.</li> </ul>
Relocation Costs	<ul style="list-style-type: none"> <li>• Costs resulting in displacement of person/business.</li> <li>• Grantee shall comply with State Relocation Act requirements. (Chapter 16, Section 7260, <u>Government Code</u>)</li> </ul>	<ul style="list-style-type: none"> <li>• See Chapter 16, Section 7260, <u>Government Code</u></li> </ul>
Acquisition Costs	<ul style="list-style-type: none"> <li>• Costs of acquiring real property.</li> </ul>	<ul style="list-style-type: none"> <li>• Purchase price/appraisals</li> <li>• Title/escrow fees</li> </ul>
Miscellaneous	<ul style="list-style-type: none"> <li>• Other Project-related costs</li> </ul>	<ul style="list-style-type: none"> <li>• Communications expenses</li> <li>• Insurance</li> <li>• Transportation costs</li> </ul>

## Payment Process

The following table illustrates the grant fund payment process for Acquisition and Development Projects:

ACQUISITION PROJECT	DEVELOPMENT PROJECT
<ul style="list-style-type: none"><li>• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as CEQA compliance.</li><li>• The Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less, after the property is in escrow. This Project advance shall be immediately placed into escrow.</li><li>• After completion of the Project, the Grantee submits support materials and requests final payment.</li></ul>	<ul style="list-style-type: none"><li>• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as plans, specifications, permits and CEQA compliance.</li><li>• Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction contract is awarded, and issued a Notice to Proceed.</li><li>• After completion of the Project, the Grantee submits support materials and requests final payment.</li></ul>

## Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix D, pg. 37).

All figures should be rounded to the nearest dollar. Grantees should allow four to six weeks to receive payment after submitting a completed payment request to the Department.

## Interest Earned From An Advance

Any interest earned from an advance shall be returned to the Department unless the interest is used for Project costs.

## Loss of Funding

The following actions will result in a Grantee's loss of Per Capita funding:

- A Grantee fails to obtain a grant Contract by June 30, 2003.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete funded Projects and/or fails to submit all documentation within eight years from the date of Appropriation of program funds (March 1, 2008).

## Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of project lands and/or facilities acquired and developed utilizing 2000 Bond Act funds, to determine if the work performed is in accordance with the approved Project Scope.



### **Public Access**

The Grantee shall provide for public access to the Project lands and/or facilities, in accordance with the intent and provisions of the enabling legislation and/or program.

### **Project Completion**

Upon Project completion, the Grantee submits the final Payment Request, final Project costs, and Project Certification form, which is included in the Project Completion Package. (See Appendix E, pg. 41).

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341(d)(1), [Public Resources Code](#)*

## **VII. STATE AUDIT**

### **Audit Purpose**

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which funds were granted. The Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

### **Accounting Requirements**

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

### **Records Retention**

All Project records must be retained for at least one year following an audit.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341(a), [Public Resources Code](#).*

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## VIII. APPENDICES

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APPENDIX A - SAMPLE RESOLUTION

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**SAMPLE RESOLUTION**

Resolution No: \_\_\_\_\_

**RESOLUTION OF THE \_\_\_\_\_**

(Title of Governing Body, City Council, Board of Supervisors)

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE PER CAPITA GRANT PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000**

WHEREAS, the people of the State of California have enacted the Per Capita Grant Program which provides funds to meet the urgent need for safe, open and accessible local park and recreational facilities for increased recreational opportunities that provide positive alternatives to social problems; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Applicant’s Governing Body to certify by resolution the approval of the Applicant to apply for the Per Capita Allocation, and

WHEREAS, the Applicant will enter into a Contract with the State of California;

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
(Applicant’s Governing Body)

1. Approves the filing of an Application for local assistance funds from the **Per Capita Grant Program** under the **Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000**; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the project(s); and
3. Certifies that the Applicant has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Appoints the (designated position) \_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of project(s).

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_ following a roll call vote:

(Applicant’s Governing Body)

Ayes

Noes

Absent

\_\_\_\_\_  
(Clerk)

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## APPENDIX B - GRANT CONTRACT

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State of California - The Resources Agency  
**DEPARTMENT OF PARKS AND RECREATION**  
**GRANT CONTRACT**  
**PER CAPITA GRANT PROGRAM**

GRANTEE \_\_\_\_\_

THE PROJECT PERFORMANCE PERIOD is from the July 1, 2000 through June 30, 2008.

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 Per Capita Program in the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION, DEVELOPMENT, IMPROVEMENT, REHABILITATION, RESTORATION, ENHANCEMENT, AND INTERPRETATION OF LOCAL PARKS AND RECREATIONAL LANDS AND FACILITIES, INCLUDING RENOVATION OF RECREATIONAL FACILITIES CONVEYED TO LOCAL AGENCIES RESULTING FROM THE DOWNSIZING OR DECOMMISSIONING OF FEDERAL MILITARY INSTALLATIONS.**

Total State Grant Amount not to exceed \$ \_\_\_\_\_

<p style="text-align: center;">_____ Grantee</p> <p>By _____ (Signature of Authorized Representative)</p> <p>Title _____</p> <p>Date _____</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p>The General and Special Provisions attached are made a part of and incorporated into the Contract.</p> <p>STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION</p> <p>By _____</p> <p>Date _____</p>
---	---

**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

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

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## Grant Contract

### Special Provisions

#### General Provisions

##### A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Acquisition" as used herein means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

##### 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 (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.
7. If the Project 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.

8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
11. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount
  - b. After the property is in escrow, the Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project related purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
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 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 Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. 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 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 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 a 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.

G. 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 three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. 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.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State Project Grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. 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 acquired or 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 program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

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.

## APPENDIX C - APPLICATION FORM

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State of California – The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
**SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION**  
**BOND ACT OF 2000 PROGRAM**  
**PER CAPITA PROGRAM PROJECT APPLICATION**

This Form and Required Attachments Must Be Submitted for Each Project Site

PROJECT NAME	AMOUNT OF GRANT REQUESTED \$ _____	
Grant Applicant ( <i>Agency and Address</i> )	Estimated TOTAL PROJECT COST ( <i>State Grant and other funds</i> )	\$ _____
	COUNTY	NEAREST CITY
	PROJECT ADDRESS	
	NEAREST CROSS STREET	
	SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.

Grant Applicant's Representative Authorized in Resolution

Name	Title	Phone
Person with day-to-day responsibility for Project ( <i>if different from authorized representative</i> )		
Name	Title	Phone

Brief description of Project

For Dev. Projects Land Tenure – Project is: _____ acres  _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest ( <i>explain</i> ) _____ _____	For Acquisition Projects Project land will be _____ acres  _____ Acres acquired in fee simple by Grant Applicant _____ Acres in other than fee simple ( <i>explain</i> ) _____ _____
---	---

I certify that the information contained in this Project application form and application requirements is accurate.

Signed \_\_\_\_\_  
 Grant Applicant's Authorized Representative as shown in Resolution \_\_\_\_\_ Date

I certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need.

\_\_\_\_\_  
 Grant Applicant's Planning Agency Representative \_\_\_\_\_ Date

## **Application Requirements**

All State requirements must be met and a fully executed Contract signed before any funds will be disbursed. An audit may be performed before or after final payment.

An Application for grant funds consists of one copy each of the following:

1. Application Form
2. At the time of application, the Grantee must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Grantee will comply with CEQA. Prior to commencement of construction or acquisition, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
3. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.
4. Evidence of adequate land tenure (lease, joint powers agreement, etc.)
5. Acquisition map showing exterior boundaries and parcel numbers
6. Site plan (Development Projects)
7. Acquisition Schedule (Acquisition Projects – See attached sample)
8. Cost Estimate (Development Projects)
9. Source of additional funds
10. Required Permits or comments as applicable to the Project. Examples include:
  - State Lands Commission
  - San Francisco Bay Conservation and Development Commission (BCDC)
  - Regional Coastal Zone Protection Commission
  - Corps of Engineers
11. All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
12. Photos of Project site (optional)

**SAMPLE ACQUISITION SCHEDULE**

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
1	25.20	12-85	102,000	4,500	10,000*	116,500
2	2.97	12-85	19,000	-	-	19,000
3	6.00	1-86	21,000	-	-	21,000
4	37.13	3-86	76,500	-	-	76,500
			Administration of relocation program			1,000
			Relocation			7,000
Total Acreage	71.30			TOTAL		241,000

\*Explain proposed use or disposition of improvements.

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**APPENDIX D - PAYMENT REQUEST FORM**

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State of California – The Resources Agency  
**DEPARTMENT OF PARKS AND RECREATION**  
**PAYMENT REQUEST**  
**State Grant Programs**

**This form is out-of-date. Please use the revised copy of this form by following the link below:**  
[http://www.parks.ca.gov/pages/1008/files/payment\\_request.xls](http://www.parks.ca.gov/pages/1008/files/payment_request.xls)

**1. PAYMENT INFORMATION**  
 (ROUND ALL FIGURES TO THE NEAREST DOLLAR)

- a. Project Amount \$ \_\_\_\_\_
- b. Funds Received to Date \$ \_\_\_\_\_
- c. Available (a. minus b.) \$ \_\_\_\_\_
- d. Amount of This Request \$
- e. Remaining Funds After This Payment (c. minus d.) \$ \_\_\_\_\_

**2. SEND WARRANT TO:**

GRANTEE NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

ATTENTION \_\_\_\_\_

3. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
---	-------	------

**FOR DEPARTMENT OF PARKS AND RECREATION ONLY**

PAYMENT APPROVAL SIGNATURE	DATE
----------------------------	------

DPR 212 (Rev.5/01) (Front)

## **PAYMENT INSTRUCTIONS**

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

1. PROJECT NUMBER—The number assigned by the State to this Project
2. CONTRACT NUMBER—As shown in Certification of Funding section of the Project Contract
3. GRANTEE—GRANTEE name as shown on the Project Contract
4. PROJECT TITLE—Title of Project for which payment is requested
5. TYPE OF PAYMENT—Check appropriate box
6. PAYMENT INFORMATION
  - (a) Project Grant Amount—The amount of state grant funds allocated to this Project
  - (b) Funds Received to Date—Total amount already received for this Project
  - (c) Available -- (a. minus b.)
  - (d) Amount of This Payment Request—Amount that is being requested
  - (e) Remaining Funds After This Payment -- (c. minus d)
7. SEND WARRANT TO – Grantee name, address and contact person
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE

**DPR 212 (Rev.5/01) (Back)**

## APPENDIX E - PROJECT COMPLETION PACKAGE

## **PROJECT COMPLETION PACKAGE STATE PARK GRANT PROGRAMS**

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant programs. Make copies of the forms as needed.
3. **FORMS:** The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. **REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION, AND AT LEAST ONE YEAR FOLLOWING AN AUDIT. A PROJECT IS CONSIDERED COMPLETE UPON RECEIPT OF FINAL GRANT PAYMENT FROM THE STATE.**

## **PROJECT COMPLETION PACKAGE CHECKLIST**

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

### **REQUIRED:**

1. Payment Request Form – One copy of the payment request form, DPR 212, signed by authorized representative.
2. Project Certification Form – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (e.g. construction Contract, fencing materials) and amount.

### **IF APPLICABLE:**

4. Labor Costs Summary Form – Summarize any in-house labor costs charged to the Project; the summary should note the location of source documentation to verify the summary (e.g., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (e.g. Department of Transportation standards).

**PROJECT CERTIFICATION FORM**

**This form is out-of-date. Please use the revised copy of this form by following the link below:**

[http://www.parks.ca.gov/pages/1008/files/project\\_cert\\_form.pdf](http://www.parks.ca.gov/pages/1008/files/project_cert_form.pdf)

PHONE: (\_\_\_\_\_)\_\_\_\_\_

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$\_\_\_\_\_

HAS A NOTICE OF COMPLETION BEEN FILED? YES\_\_\_\_ NO\_\_\_\_  
IF NO, PLEASE EXPLAIN:

**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.

\_\_\_\_\_  
Grantee Fiscal Representative, Title

\_\_\_\_\_  
Date



**PROJECT COSTS SUMMARY FORM**

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

<b>Warrant/Check Number</b>	<b>Date</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Amount</b>
---------------------------------	-------------	------------------	----------------	---------------

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**Total Labor Costs (from attached form)** \$ \_\_\_\_\_

**Total Equipment Costs (from attached form)** \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

## LABOR COSTS SUMMARY FORM

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

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
-------------------------	-------------------------	----------------------	---------	--------

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**Sub Total**            \$ \_\_\_\_\_

**Grand Total**            \$ \_\_\_\_\_ \*

**\* (Carry Total Forward to Project Costs Summary Form)**

**EQUIPMENT COSTS SUMMARY FORM**

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

**Type of Equipment**                      **Dates Work Performed**                      **Amount**

---

**Subtotal**                      \$ \_\_\_\_\_

**Grand Total**                      \$ \_\_\_\_\_ \*

**\* (Carry Total Forward to Project Costs Summary Form)**

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**APPENDIX F - LAND TENURE SCALE**

## Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. (See time scale below.) With the approval of the Department, the Grantee or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short-term agreement cannot be revocable at will by the lessor.
- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

### Time Scale

The Department requires that the Grantee agrees to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.342(b), 5096.343, [Public Resources Code](#)

## **APPENDIX G - SIGN GUIDELINES**

## SIGN GUIDELINES

### Authority

All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

### Purpose:

Installation of signs at all Project sites is required to acknowledge the public’s support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

### Types of Signs

#### 1. Signs Posted During Construction (required for specific situations)

For Projects funded with 2000 Park Bond Act funds in excess of \$750,000 and/or those Projects in areas of high visibility (such as near a major thoroughfare), a sign is required during construction.

Recommended minimum size of sign: 4 feet x 8 feet

#### 2. Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).



## Language for Sign

All signs will contain the minimum language below:

### (Description of Project)

***Another Project to Improve California Parks*** (optional: coast, trails, urban parks, etc.) ***funded by the 2000 Parks Bond Act***  
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

**Rusty Areias**, Director, California Department of Parks and Recreation

**Mary Nichols**, Secretary for Resources

**Gray Davis, Governor**

The name of the director of the local agency or other governing body also may be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

### Universal Logo

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project Officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

### Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

### **Sign Duration**

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

### **Sign Cost**

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

### **Appropriateness of Signs**

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

### **Signs on State Highways**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

### **Further Questions**

The Grantee should consult with the Project Officer to resolve any sign issues.

Following is the logo:



Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).

## APPENDIX H - LOS ANGELES COUNTY PROVISIONS

### Los Angeles County Funding Allocation

Of the Per Capita Funds allocated to Los Angeles County, not less than 75% of the total amount shall be spent in the following manner:

Percentage	Category
Not <b>less</b> than twenty (20) percent	Land acquisition, construction, Development, and rehabilitation of At-Risk Youth recreation facilities.
Not <b>less</b> than forty (40) percent	Projects within the most Economically Disadvantaged Areas, which may include Projects along river parkways, conservation corridors, and parkways along corridors of economic significance.
Not <b>less</b> than 10%	Projects for Urban Reforestation.
Not <b>more</b> than five (5) percent	Projects converting publicly owned land to a neighborhood park providing open-space, recreational, cultural, and festival opportunities, if the bond proceeds do not exceed 25% of the total Project cost, and there is a 75% Project funding match.

For purposes of this section, the following definitions shall be as follows:

1. **“At-Risk Youth”** means persons who have not attained the age of 21 years and are at high risk of being involved in, or are involved in one or more of the following: gangs, juvenile delinquency, criminal activity, substance abuse, adolescent pregnancy, or school failure or dropout.
2. **“Economically Disadvantaged Areas”** means portions of the County where at least fifty-one percent of people are members of families that earn no more than 80 percent of median income.
3. **“Urban Reforestation”** means Projects that require, at a minimum, tree planting and related reforestation landscaping.

Note: Authority cited: Section 5003, [Public Resource Code](#). Reference: Sections 5096.310 (f), Section 5096.331 and 5096.334(a) (b) (c) and (d), [Public Resource Code](#).