

Procedural Guide
for the
**ROBERTI-Z'BERG-HARRIS URBAN OPEN
SPACE AND RECREATION GRANT PROGRAM**

**NONURBANIZED AREA
NEED-BASIS (COMPETITIVE) GRANTS**

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



July 2001

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



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OVERVIEW

This procedural guide has been prepared to assist eligible entities in applying for state funds available under the Roberti-Z'berg- Harris (RZH) Urban Open Space and Recreation Program. It supercedes the September 1988 Guide. This guide is part of a three part series that pertains to the RZH Program: (1) Block Grants, (2) Urbanized Area Need-Basis (Competitive) Grants and, (3) Nonurbanized Area Need-Basis (Competitive) Grants. **This guide only covers the Nonurbanized Area Grant Program.**

The RZH Program began in 1976 through passage of SB 174 (Roberti). The criteria and matching requirements were revised in 1984 through passage of AB 737 (Harris).

The purpose of the program is to fund high priority Projects that satisfy the most urgent park and recreational needs in California, with emphasis on unmet needs in the most heavily populated and most economically disadvantaged areas within each Jurisdiction. Local governments in Urbanized Areas receive the greatest portion (83%) of the total program funds as block grants that are allocated on the basis of population. The remaining 17% of the available funds from the RZH Program are for Need-Basis Grants (competitive, Project-by-Project) for both Urbanized and Nonurbanized local agencies and federally recognized California Indian tribes.

“Need-Basis grants” are distributed throughout the state according to the following formula:

- I. 17% for need basis grants (project-by-project, competitive):
 - a. 88% for nonurbanized cities, counties, and districts of the State and Federally recognized California Indian tribes located in nonurbanized areas.
 - b. 12% for urbanized cities and recreation and park districts (excluding heavily urbanized jurisdictions) and Federally recognized California Indian tribes located in urbanized areas.

The State Department of Parks and Recreation administers this program.

Please note that only Nonurbanized Area Applicants may compete for the Nonurbanized Area funds (see page 4 for program area eligibility). Nonurbanized Area Applicants may compete for a statewide total of \$28,339,000, or 88 percent of the competitive funds.

Applications for Nonurbanized Area Grants are due November 1, 2001.

**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 21st 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 ensure 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 this guideline. These are defined in the Definitions 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.

“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.

“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.

“Competitive” means the Allocation of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need and other criteria, through a Competitive process.

“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:

- Regional park districts formed under Article 3 (commencing with Section 5500) of Chapter 3 of the Public Resources Code,
- Recreation and park districts formed under Chapter 4 (commencing with Section 5780) of the Public Resources Code,
- Any public utility district formed under Division 7 (commencing with Section 15501) of the Public Utilities Code in a Nonurbanized Area that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by the district.

- Any community services district formed under Division 3 (commencing with Section 61000) of Title 6 of the Government Code in a Nonurbanized Area which is authorized to provide public recreation as specified in subdivision (e) of Section 61600 of the Government Code.
- Any memorial district formed under Chapter 1 (commencing with Section 1170) of Division 6 of the Military and Veterans Code that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by the district.
- The Malaga County Water District exercising powers authorized under Section 31133 of the Water Code.
- Any county service area, or zone therein, within the County of San Bernardino which is empowered to provide public park and recreation services pursuant to Chapter 2.2 (commencing with Section 25210.1) of Part 1 of Division 2 of Title 3 of the Government Code, which is actually providing public park and recreation services, and which was reorganized prior to January 1, 1987, from a Park and Recreation District to a county service area or zone.

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

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

“Heavily Urbanized Area” means a large city with a population of 300,000 or more and a large county or regional park district with a population of 1,000,000 or more, as determined by the Department of Finance on the basis of the most recent verifiable census data.

“Historical Preservation” means to take action through construction or other suitable measures to ensure that historical structures and facilities are kept in original or near original condition for public enjoyment.

“Historical Resource” includes, but is not limited to, any building, structure, site area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

“In-Kind” means those funds, and/or donations, which may be from a non-state source, and which may include local, state, or private funds, as well as materials and services.

“Indirect Costs” means those costs which are not attributable to direct Project costs.

“Innovative Recreation Program” means specially designed, creative social, cultural, and human service activities which by their nature are intended to respond to the unique and otherwise unmet recreation needs of special urban populations, including, but not limited to, senior citizens, physically or emotionally disabled, chronic and "new" poor, single parents, "latchkey" children, and minorities. The term includes special transportation programs designed to facilitate access of these groups to parks and recreational programs and facilities.

“Jurisdiction” means the legal boundary of the grant Applicant, i.e. the city, county, District or tribal boundary.

“Local Agency” means a city, county, or District that is eligible for one or more of the programs administered by the Department.

“Match” means the funds or equivalent In-Kind contributions that are required in addition to grant funds for some programs.

“Need-Basis Grant” means the Allocation of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a competitive process. Also referred to as a “Competitive grant.”

“Nonurbanized Area” means any city, county, or District which does not qualify as an Urbanized Area or Urbanized County under the definitions in Section 5621 (c) of the Public Resources Code.

“Private or Nonstate Sources” means cash donations, gifts of real property, volunteer services, free or reduced cost of lands, facilities, equipment, and bequests and earnings from wills, estates, and trusts. Funds from nonstate sources that qualify are funds from the federal government and local public agencies other than the Applicant.

“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.

“Rehabilitation” means improvements to real property by construction to bring that property to its original or “near” original condition.

“RZH” means the Roberti-Z’berg-Harris Urban Open-Space and Recreational Program Act (Chapter 3.2 (commencing with Section 5620)) of the Public Resources Code.

“Safety” means design and construction of facilities to optimize for safe conditions for park and recreation users. It does not include operating costs for law enforcement.

“Special Major Maintenance Project” means a Rehabilitation or refurbishing activity performed on an annual or more infrequent interval, excluding capital improvements and routinized or other regularly scheduled and performed tasks such as grounds mowing, hedge trimming, garbage removal, and watering. Special Major Maintenance Project includes activities which will reduce energy requirements to operate recreational lands or facilities.

“State Agency” means an agency of the State of California.

“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 property or has another long-term agreement with the property owner. (See Appendix F, pg. 54).

“Urbanized Area” means a central city or cities and surrounding closely settled territory, as determined by the Department of Finance on the basis of the most recent verifiable census data.

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

Note: Authority Cited: Section 5003; [Public Resources Code](#) . Reference: Section 5096.308 (a), (g) and (j)(1), 5620-5623, and 5627(a), [Public Resources Code](#).

II. NONURBANIZED AREA NEED-BASIS (COMPETITIVE) GRANT 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.

RZH Intent

As a means of addressing critical neighborhood park needs, the Bond Act provides \$200 million in funds to implement the RZH Program. \$28,339,000 of these funds will be awarded on a competitive basis to cities located in Nonurbanized Areas, counties with a population less than 200,000, Districts located in Nonurbanized Areas, and federally recognized California Indian tribes located in Nonurbanized Areas.

The RZH 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.

RZH grants shall be expended for high-priority Projects that satisfy the most urgent park and recreation needs, with emphasis on unmet needs in the most heavily populated and most economically disadvantaged areas within each Jurisdiction. RZH grants to cities, counties, Districts, and federally recognized California Indian tribes are intended to supplement -- not supplant -- local expenditures for park and recreation facilities. They are not to diminish in any way the current efforts for providing park and recreation services.

The Bond Act encourages collaboration (partnerships) on Projects. Applicants are encouraged to seek out suitable partners.

Amount of Funds Available

\$200,000,000 has been allocated for the RZH Program. Of that amount, \$28,339,000 is available to Applicants for Nonurbanized Area Need-Basis Grants.

Minimum and Maximum Grant Amounts

The minimum grant amount for a Project is \$30,000.

The maximum grant amount for a Project is \$500,000.

Eligible Applicants

- Cities located in Nonurbanized Areas
- Districts (as defined on page 1) located in Nonurbanized Areas
- Counties with a population of less than 200,000.
- Federally recognized California Indian tribes located in Nonurbanized Areas

Nonurbanized areas are those areas that are located beyond a central city or cities and surrounding closely settled territory, as determined by the Department of Finance on the basis of the most recent verifiable census data. The most recent verifiable census data are the "Urbanized Areas" maps produced by the Bureau of the Census, an agency of the U.S. Department of Commerce, and based on the 1990 U.S. Census. The next update of these maps will be based on the 2000 Census, but will not be available until late 2002 or early 2003.

Cities, counties, and Districts that received a block grant from the RZH Block Grant Program are located in urbanized areas, and as such, are not eligible for the Nonurbanized Area Need-Basis Grant Program.

Key Dates for the Nonurbanized Area Need-Basis Grant Program

<u>Date</u>	<u>Activity</u>
November 1, 2001	Application Deadline
July 1, 2004	Grantee must have a fully-executed Contract
March 1, 2009	Project must be completed and all paperwork submitted to the Department

Eligible Projects

The following types of Projects are eligible for grant funding. The Local Agency shall adhere to the conditions that apply to these Projects.

1. Acquisition

Acquisition of open space areas is eligible.

Acquisition of historic sites or structures is eligible (see page 7 for more detail).

Acquisition may include developed or undeveloped parcels, fee title, less than fee title, such as easements, rights of way, riparian rights, or any interest sufficient to accomplish Project goals. Priority consideration should be given to open space areas with ready access to large numbers of the immediate population.

Acquisition of lands and structures to be converted to recreation use is also eligible.

Property obtained under the state grant program must comply with provisions of Chapter 16, Sec. 7260 of Div. 7, Title 1 of the Government Code, and state procedures established by the California Department of Parks and Recreation.

Special circumstances apply if the Project involves the Acquisition of agricultural lands or has an impact on those lands. (See Appendix I, pg. 64)

2. Development/Rehabilitation

Preservation, rehabilitation, or restoration of historic sites or structures are eligible if they are in a park and recreation area (see page 7 for more detail).

Development of a park or recreational facility that meets an identifiable recreation need is eligible.

Rehabilitation of park, recreation, or historical facilities that are no longer fully serviceable, and that, when rehabilitated, provide expanded or additional recreation or historical opportunities, is eligible.

Adequate Tenure to the property is required for Development/Rehabilitation Projects. Adequate Tenure means the Applicant owns the land or holds a lease or other long-term interest that is satisfactory to the Department.
(See Appendix F, pg. 54)

3. Special Major Maintenance

Eligible Special Major Maintenance Projects include Rehabilitation or refurbishing activities performed on an annual or more infrequent interval, excluding capital improvements and routinized or other regularly scheduled and performed tasks such as grounds mowing, hedge trimming, garbage removal and watering. Special Major Maintenance Projects include activities that will reduce energy requirements to operate recreational lands or facilities. Frequent and routinized operation and maintenance, including costs for equipment and personnel, are not eligible.

IMPORTANT: No more than 30% of the grant amount received may be used for Special Major Maintenance or Innovative Recreation Programs, or a combination of both. Special Major Maintenance Projects must be used at parks that were acquired or developed with funds from the RZH Program.

4. Innovative Recreation Program

Eligible Innovative Recreation Programs are specially designed, creative social and human service activities that, by their nature, are intended to respond to the unique and otherwise unmet recreation needs of senior citizens, physically or emotionally disabled, chronic and "new" poor, single parents, "latchkey" children, and minorities, and other special populations. The term includes special transportation programs designed to facilitate access of these groups to parks and recreational programs and facilities.

IMPORTANT: No more than 30% of the grant amount received may be used for Special Major Maintenance or Innovative Recreation Programs, or a combination of both.

Historic Preservation

Projects for Acquisition, preservation, rehabilitation, or restoration of historic sites or structures are eligible if they are in a park and recreation area. Projects must appear on one of the following four registration programs: 1) National Register of Historic Places, 2) California Historic Landmark Program, 3) California Register of Historical Resources, or 4) Points of Historic Interest Program.

Or

If the site is NOT listed in one of these registration programs, the applying Jurisdiction's governing body may provide a resolution declaring the site to have true historic value, and a declaration of its intent to apply immediately for historic registration.

Ineligible Projects

1. Projects located on school properties and used solely for school purposes.
2. Projects on land or improved property acquired by condemnation from an unwilling seller.
3. Projects traditionally provided by the private, non-government sector or by concessionaires, unless it can be shown that no private entrepreneur is willing to provide services, and there is demonstrated need for the Project.
4. Master planning for park Acquisition and Development.
5. Highway beautification and parking for other than recreation purposes.
6. Routine operations and maintenance.

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.

MATCHING REQUIREMENTS

The minimum local Match, all of which must come from nonstate monies, is 3/7 times the Project Grant Amount for each Project. This represents 30% of the allowable Project cost. The fraction 3/7 is due to the relationship that for every 10 dollars in allowable Project cost the State will cover 7 dollars with a grant (70% of Project cost) and the Grantee must match the State's 7 dollars with 3 dollars (30% of Project cost) from the Grantee's funds. Thus the local Match equals \$3 local Match money for every \$7 in State grant money or 3/7 times the Project Grant Amount.

For example, a \$100,000 Project funded by a \$70,000 grant will require a \$30,000 Match [calculated as 30% of the Project cost (0.3 times \$100,000) or as 3/7 times the Project Grant Amount (3/7 times \$70,000)].

The Match cannot come from State sources, such as other State funded grant programs.

Grants may be matched by monetary or nonmonetary contributions as follows:

1. In-Kind contributions (goods and/or volunteer services) applied to the specific Project during the Project period, including, but not limited to, equipment, consumable supplies, volunteer services, and free or reduced-cost use of lands, facilities, or equipment.
2. Force Account labor (Applicant's employees) costs incurred on the specific Project during the Project period.
3. The value of real property donated for the Project if the recreation Development is to occur on the property and if the Applicant does not take title to the property until after the Development grant agreement is approved by the state. The value of the matching donation will be determined by review of the appraisal.
4. Grants for Acquisition shall be matched only by money or property donated to be part of the Acquisition Project.

Match from Private or Nonstate Sources

At least one-third of the local Match must consist of monies or nonmonetary contributions from Private or Nonstate Sources, unless waived (See page 11 for waiver information). The minimum Match from Private or Nonstate Sources can be calculated as 10% of the Project cost, e.g. For a \$100,000 Project the match is $.10 \times \$100,000 = \$10,000$. If the Project Grant Amount is known, the minimum Match can also be calculated as 1/7 times the Project Grant Amount, e.g. For a \$100,000 Project with a Project Grant Amount of \$70,000 the match is $\$70,000 \times 1/7 = \$10,000$. At the option of the Applicant, the entire Match can come from Private or Nonstate Sources.

The Applicant shall certify to the Department the source and amount of private or nonstate funds (See Appendix H, pg. 61). The certification shall be made at least 30 days prior to actual release of state funds.

Component of local matching money from Private or Nonstate Sources defined as follows:

- Cash donations,
- Gifts of real property,
- Equipment and consumable supplies,
- Volunteer services,
- Free or reduced-cost use of lands,
- Facilities or equipment,
- Bequests and earnings from wills, estates, and trusts,
- Funds from the federal government,
- Funds from local public agencies other than the Applicant.

Real property, cash, or other assets required to be transferred to a public agency pursuant to Section 66477 of the Government Code or any other provision of law shall not qualify as funds from a Private or Nonstate Source; however, they shall qualify as the monetary or nonmonetary contribution required to be furnished by the Applicant.

State/Local Match

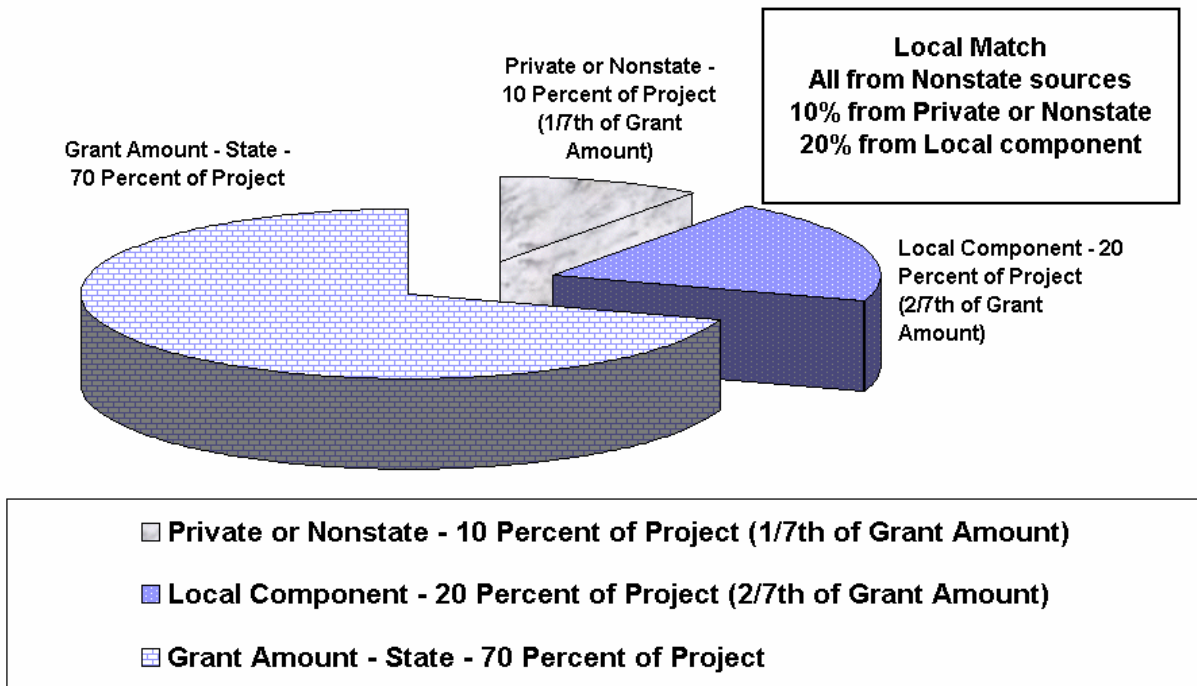


CHART
STATE/LOCAL MATCH
ROBERTI-Z'BERG-HARRIS GRANT PROGRAM

Matching, Formula - 70% state and 30% local Match. One-third of local Match must come from Private or Nonstate Sources, unless waived. **The 30% Match can not come from state sources, such as other state funded grant programs (Per Capita, Habitat Conservation Fund, Urban Centers, Non-Motorized Trails, etc.).**

ELIGIBLE SOURCES TO MEET MATCHING REQUIREMENT

Local Component – 2/7th of Grant Amount (Nonstate Monies)

1. Local Applicant money
 2. Lands, cash, or assets transferred to the Project from other local agencies
 3. Force Account labor
 4. Federal funds
 5. Private cash or land donations
 6. Any combination of the above
-

Private or Nonstate Sources Component – 1/7th of Grant Amount (Minimum)

1. Cash donations, land donations, the equipment, supplies, volunteer labor, free or reduced cost of lands, facilities, or equipment, bequests and earnings from wills, estates, and trusts
 2. Federal funds
 3. Cash from local agencies, other than Applicant
 4. Money from private sources
 5. For Acquisition Projects: Property donated to be part of the Acquisition Project or reduced cost of land
 6. Any combination of the above
-

Criteria for Waiver of Match

Waiver Conditions for 10% Private or Nonstate Match (Acquisition and Development Projects)

Grantees may request a waiver of the 10% private or nonstate Match. With a waiver, the Grantee is still responsible for a 30 percent local Match, but will not be required to certify that one-third of this 30 percent Match is from Private or Nonstate Sources. It is recommended that this request for waiver be submitted in narrative form to the Department. It may be submitted at the same time the Grantee submits the Project Application.

The Applicant's matching money from Private or Nonstate Sources shall not be required if the Applicant can comply with Item A **and** Items B or C (i.e. A and B **or** A and C).

- A. The Applicant currently has available the entire 30% in other eligible matching funds in the event the private or nonstate Match is waived (certification required).

AND

- B. There has been an unsuccessful attempt to raise private or obtain nonstate matching funds or contributions for the proposed Project or similar Projects (submit evidence);

OR

- C. An attempt to raise funds would, in the estimation of the Applicant, be unsuccessful for two or more of the following reasons:
1. The availability of financial assistance from Private or Nonstate Sources for the Project is limited (submit statement);
 2. The per capita income in the Applicant's Jurisdiction is lower than the statewide average (submit evidence);
 3. The unemployment rate in the Applicant's Jurisdiction is above the statewide average (submit evidence);
 4. Plant or business closure in the Applicant's Jurisdiction has accelerated in the past two years (submit evidence);
 5. The proposed Project is of a nature not likely to attract private or nonstate funds or contributions. This includes, but is not limited to, replacement Projects of existing support facilities (restrooms, parking, irrigation systems, water supply, drainage), site preparation for new developments (grading, utility, fencing), and Acquisition Projects such as in-holdings, easements, and boundary adjustments.

Waiver Conditions for Entire 30% Local Match (Acquisition Projects Only)

A waiver request must accompany the Project Application and include all information requested. A waiver of the entire local Match applies only to Acquisition Projects. Local matching money shall not be required if the Applicant can demonstrate, through supporting evidence, that urgent and unmet land Acquisition needs exist and that all of the following conditions prevail (please submit required materials as indicated):

1. The proposed Project is currently the Applicant's highest priority park Acquisition (submit statement).
2. There is evidence of loss to nonrecreation purposes if the property is not acquired immediately (submit statement).
3. There is an absence of sufficient parkland and recreation facilities within the intended service area (neighborhood, community, region) of the Acquisition proposal (submit statement).
4. In the year in which the grant is to be encumbered, the Applicant does not have other local funds or federal funds that may be used to Match the state grant (submit statement and budget data).
5. More than 15% of the Applicant's population is below the poverty level, as defined and established by statistics from the most recent decennial census (submit statement).
6. The property can be acquired immediately after grant funds are appropriated by the state (submit Acquisition schedule and evidence of a willing seller).

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

III. IMPORTANT POINTS

1. Grant funds are not available for expenditure until they are appropriated in the state budget and there is a fully executed Contract between the Department and the Grantee.
2. Grantees must have a fully executed Contract by June 30, 2004.
3. 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.
4. At the time of application, the Applicant 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 applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. If the Applicant 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 Applicant directly related to the CEQA process can be applied to the non-construction costs limit.

IMPORTANT POINTS (continued)

5. Prior to commencement of construction or acquisition, the Applicant 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.
6. Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
7. The Grantee should complete all funded Projects and submit final documentation by March 1, 2009 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.
8. There will be no time extensions allowed under the RZH Program.
9. For Development Projects, the Applicant must own the land or the land must be subject to a lease or other long-term interest satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant 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 Applicant. (See Appendix F, pg. 54)
10. All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.
11. 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.
12. 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.
13. 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. 56)
14. There is no limit on how many Project Applications may be submitted by a jurisdiction.

Note: Authority Cited: Section 5003, [Public Resources Code](#). References: Section 5096.302, Sections 5096.331 (a), (b), (c), and (d), Section 5096.342(b), Section 5096.343(a), Section 5623, Section 5627(a), [Public Resources Code](#).

IV. GRANT PROCESS

Following is the RZH Nonurbanized Area Need-Basis Program process:

1. The Applicant determines eligibility (Urbanized Area or Nonurbanized Area) and type of Project for which approval is requested.
2. The Applicant determines the amount of funds needed for the Project and Match funding sources.
3. The Applicant prepares and submits a Grant Application package to the Department, including the authorizing resolution, by the Application deadline (November 1, 2001).
4. The Applicant submits a waiver request for the matching requirement to the Department where applicable (can be sent when submitting authorized resolution above). See page 11 for more information on this waiver.
5. The Department evaluates all Applications based on eligibility and ranking criteria.
6. The Department selects the Projects for funding.
7. The Department informs the Applicants of approval/disapproval.
8. The Applicant receives instructions to initiate the grant award process from the Department.
9. The Department sends the Contract to the successful Grantee.
10. The Grantee returns a signed copy of the Contract to the Department.
11. The Department returns a fully executed Contract to the Grantee.
12. Unless waived, the Grantee shall certify to the Department the source and amount of private or nonstate funds at least 30 days before the release of any state funds (See Appendix H, pg. 61).
13. If a waiver request was submitted, the Department reviews the waiver request and sends a letter of approval to the Grantee or requests additional information.
14. 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, permits, specifications, and CEQA compliance.
15. 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.
16. The Grantee posts 2000 Bond Act signs, as required, acknowledging the source of funds.
17. The Grantee completes the Project and submits the Project Completion Package.
18. The Department Project Officer makes final on-site Project inspection.
19. The Department processes the final payment.
20. The Department may perform an audit of the completed Project.

V. PROJECT APPLICATION AND SELECTION PROCESS

Project Application Package

The Project Application Package shall consist of one each of the following items. Project proposals for multiple sites are not eligible.

1. 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 Applicant's authorized representative and the representative from the Applicant's planning agency.
2. Project Proposal Narrative.
3. Authorizing Resolution from the Applicant's governing body.
4. Waiver request for matching requirement if applicable.
5. Match Certification Form (See Appendix H, pg. 61) if Match waiver is not requested, or not granted.
6. At the time of application, the Applicant 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 Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. Prior to commencement of construction or acquisition, the Applicant 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.
7. Evidence of adequate land Tenure (lease, joint powers agreement, etc.).
8. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.
9. Acquisition map showing exterior boundaries and parcel numbers (Acquisition Projects).
10. Acquisition schedule (Acquisition Projects).
11. Site plan (Development Projects).
12. Cost estimate (Development Projects).
13. Source of additional funds.
14. Required Permits -- examples include:
 - State Lands Commission
 - San Francisco Bay Conservation and Development Commission (BCDC)
 - Regional Coastal Zone Protection Commission
 - Corps of Engineers

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

Project Proposal Narrative

A project proposal narrative shall be submitted as a part of the Project Application Package. The information provided in the project proposal narrative will permit the Department to evaluate competing Projects. Before preparing the project proposal narrative, the Applicant should review the RZH Program intent and the evaluation criteria.

The Applicant should view the criteria as a guide in designing the Project and a blueprint for writing the narrative. The theme of the RZH Program is to address California's urgent unmet recreational needs. Accordingly, the narrative should emphasize how the Applicant's Project will alleviate high priority recreational deficiencies within the Applicant's Jurisdiction.

The narrative should be no more than 15 single-sided pages in length, double-spaced, with 12-point font. Please include a one-page summary, which briefly outlines the project and its intended goals.

Applications will be read, compared, and ranked on a relative scale based on response to the criteria in comparison with all other eligible applications.

If a criteria question does not pertain to the Applicant's Project, the Applicant should briefly explain why.

Evaluation and Scoring Criteria

NEED – 30 Points

This is defined as a deficiency of recreational opportunities that meet the intent of the RZH Program.

1. Explain why the proposed Project is a high priority that satisfies the most urgent unmet park and recreation needs of the Applicant's Jurisdiction. Include information on deficiencies of similar recreational opportunities.

USERS – 15 Points

This is defined as who the Project is intended to serve. It provides emphasis for the Need category by underscoring deficiencies in higher populated areas that do not have the economic ability to remedy the deficit.

1. Describe who will use the Project including, but not limited to:
 - a) Estimated number of users to be served.
 - b) Demographic characteristics of intended users.
 - c) Use with regards to current trends in recreation activities among intended users.

2. Discuss how the Project will benefit the economically disadvantaged segments of the community; provide justification.
3. Describe the impact of outside users on the Jurisdiction's recreational facilities and services.
4. Describe how the Project will meet the needs of population groups including but not limited to:
 - a) Senior citizens
 - b) Individuals with disabilities
 - c) At-Risk Youth
 - d) Other special populations

LOCATION AND ACCESS – 15 Points

This is defined as proximity to the population served, access for users, or other factors that will affect use.

1. Describe how the Project is located to serve the user population. Provide a map of the Project site location, relative to the location of the intended users. Include distances to concentrations of population.
2. Describe how the intended users will get to the facilities. Include an explanation of the adequacy of the transportation system (roads, public transit, bike trails, pedestrian paths, parking) and solutions to physical barriers (freeways, railroad tracks, flood control channels, etc.).
3. Describe how the users will have access to the facilities. Include information on hours of operation, available staffing, user fees or any other related factors.

COMMUNITY ENHANCEMENT – 15 Points

These are aspects of the Project that build community, create a sense of place or pride, and generally improve the environment and livability.

1. Explain how the proposed Project enhances the total community environment by improving factors such as the following: open space, Safety, natural habitat, the community's cultural and/or historical assets, visual aesthetics of the community, social conditions of the community, or other relevant factors.
2. Explain how the Project will conserve energy or water, use recycled materials, and/or conserve human or other resources.

ORGANIZATIONAL ASPECTS – 5 Points

This is defined as the Applicant's ability to maintain and operate the Project in the long term, as defined by the Land Tenure Scale (see Appendix F, pg. 54).

1. Describe the Applicant's experience in operating this type of Project or other similar Project.
2. Explain how the Project will provide recreational opportunities after the grant funds are expended. Include an explanation of the Applicant's ability to

sustain the Project on an ongoing basis, including the Applicant's ability to provide staff to operate and maintain the Project upon completion.

READINESS – 10 Points

This is defined as the time needed to complete the Project and provide recreational opportunities quickly and efficiently.

1. Describe the Applicant's readiness to begin the Project immediately after the funds become available.
2. Provide a schedule for implementation of the Project, including a completion date for the Project and a date for the initiation of use after completion of the Project.

SUPPORT AND COLLABORATION – 10 Points

This is defined as demonstrated community support, or a beneficial partnership with an entity providing park and recreation opportunities or services.

1. Describe any collaborations with non-profit groups, public agencies, and/or private firms or individuals. Include support documents such as petitions, letters of support, or other relevant documentation demonstrating acceptance.
2. Describe the degree of citizen involvement in proposal conception and implementation.

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

VI. ADMINISTRATION PROCESS

Funding Notification

The Department will notify **all** Applicants of their Applications' funding status. Applicants selected for grant funding will receive a grant Contract.

Changes to Project Scope

The Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

Project Withdrawals

The Grantee may withdraw a Project. 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.

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

Payment Process

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

GRANT FUND PAYMENTS	
ACQUISITION PROJECT	DEVELOPMENT PROJECT
<ol style="list-style-type: none"> 1. 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. 2. 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. 3. After completion of the Project, the Grantee submits support materials and requests final payment. 	<ol style="list-style-type: none"> 1. 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. 2. 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. 3. After completion of the Project, the Grantee submits support materials and requests final payment.

Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix D, pg. 43).

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 may result in a Grantee's loss of funding:

- A Grantee fails to obtain a grant Contract by June 30, 2004.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete the Project and/or fails to submit all documentation within eight years from the date of Appropriation of program funds (March 1, 2009).

Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of project lands and/or facilities acquired or 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. 46).

Note: Authority cited: Section 5003 ; [Public Resources Code](#). References: Sections 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:

1. Accurately reflects fiscal transactions, with the necessary controls and safeguards.
2. Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.).
3. 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](#).

VIII. APPENDICES

APPENDIX A – PROJECT APPLICATION

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**ROBERTI-Z'BERG-HARRIS URBAN OPEN-SPACE AND RECREATION PROGRAM
PROJECT APPLICATION FOR NONURBANIZED AREA NEED-BASIS GRANT**

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

PROJECT NAME _____

Amount of Grant Request \$ _____
 Amount of Matching Funds \$ _____
 Estimated Total Project Cost \$ _____
 Source of Matching Funds _____

Grant Applicant (Agency and address-incl. Zip code and Fax Number)

COUNTY	NEAREST CITY
PROJECT ADDRESS	
NEAREST CROSS STREET	
SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.
START PROJECT DATE	COMPLETE PROJECT DATE

Grant Applicant's Representative Authorized in Resolution

_____ Name (type) _____ Title _____ Phone _____ E-mail _____

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

_____ Name (type) _____ Title _____ Phone _____ E-mail _____

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 (explain) _____

For Acquisition Projects Project land will be _____ acres

_____ Acres acquired in fee simple by Grant Applicant
 _____ Acres in other than fee simple (explain)

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

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

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.

Signed _____ Date _____
 Grant Applicant's Planning Agency Representative

PROJECT 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. The Application Form must be signed by the Grantee's authorized representative and the representative from the Grantee's planning agency.
2. Authorizing Resolution from the Applicant's governing body.
3. Project Proposal Narrative.
4. At the time of application, the Applicant 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 applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. Prior to commencement of construction or acquisition, the Applicant 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.
5. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.
6. Evidence of adequate land tenure (lease, joint powers agreement, etc.).
7. Acquisition map showing exterior boundaries and parcel numbers.
8. Site plan (Development Projects).
9. Acquisition Schedule (acquisition Projects – See attached sample).
10. Summary of comments made at a public hearing concerning any Acquisition that impacts productive agricultural lands (Acquisition Projects only).
11. Cost Estimate (Development Projects).
12. Source of additional funds.
13. Local Match Certification Form or Request for waiver of Match from Private or Nonstate Sources.
14. 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
15. All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof.
16. 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 B – SAMPLE RESOLUTION

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SAMPLE RESOLUTION

Resolution No: _____

RESOLUTION OF THE _____
(Title of Governing Body, City Council, Board of Supervisors)

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM
UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND
COASTAL PROTECTION BOND ACT OF 2000**

For _____
(Project)

WHEREAS, the people of the State of California have enacted the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 which provides funds for the Roberti-Z'Berg-Harris Open Space and Recreation Program; and

WHEREAS, the Legislature of the State of California has enacted the Roberti-Z'Berg-Harris Open Space and Recreation Program, which provides funds to certain political subdivisions of the State of California for acquiring lands and for developing facilities to meet recreational needs; 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 Application before submission of said Application to the State; and

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

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:
(Applicant's Governing Body)

1. Approves the filing of an Application for local assistance funds from the **Roberti-Z'Berg-Harris Urban Open Space and Recreation 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; 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 the Project.

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)

APPENDIX C – GRANT CONTRACT

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GRANT CONTRACT

Roberti-Z'Berg-Harris Urban Open Space and Recreation Grant Program (NEED-BASIS)

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

THE PROJECT PERFORMANCE PERIOD is from July 1, 2001 through June 30, 2009

Under the terms and conditions of this Contract, the applicant agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act, and the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project up to the total Project Grant Amount indicated.

PROJECT DESCRIPTION:

Total Project Grant Amount not to exceed \$ _____ (or 70 percent of Project costs, whichever is less)

 Grantee

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

By _____
 Signature of Authorized Representative

Title _____

Date _____

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____

Title _____

By _____

Date _____

Date _____

I hereby certify that the Grantee has met, or will meet, all federal, state and local environmental, public health, relocation, affirmative action, and clearinghouse requirements and all other appropriate codes, laws, and regulations prior to the expenditure of the grant funds.
 (Public Resources Code 5626(d))

Signed _____
 (Signed – Legal Counsel for Grantee) _____ Date _____

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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ROBERTI-Z'BERG-HARRIS URBAN OPEN SPACE AND RECREATION PROGRAM ACT

Project Contract Special Provisions

General Provisions

A. Definitions

1. 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.
2. The term "Act" as used herein means the Appropriation for the Program.
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 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.
Grantee agrees to furnish at least thirty (30) percent of the total cost of the Project unless waived per the procedures stated in the current State Procedural Guide for the Roberti-Z'berg-Harris Urban Open Space and Recreation Program Act and 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. Changes in the Project Scope must be approved in writing by the State and must meet the exact need described in the original Project Application.

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 and local matching 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 Grantees' 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 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 Project 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 Project Grant Amount set forth of 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 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 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 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 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 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

1. 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

1. 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 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

1. PAYMENT INFORMATION

(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

- a. Project Grant 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 USE ONLY

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

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.

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

ADDRESS: _____

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 _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
-------------------------	------	-----------	---------	--------

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
-------------------------	-------------------------	----------------------	---------	--------

Subtotal \$ _____

Total \$ _____ *

***(Carry Total forward to Project Costs Summary Form)**

EQUIPMENT COSTS SUMMARY FORM

Project Number _____

Type of Equipment	Dates Work Performed	Amount
--------------------------	-----------------------------	---------------

Subtotal \$ _____

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 agree 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

Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.342(b), Section 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. Sign Posted During Construction (required for specific situations)

For Projects funded with 2000 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 Park and Recreation

Mary Nichols, Secretary for Resources

Gray Davis, Governor

The name of the director of the local agency or other governing body may also 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:



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

APPENDIX H – LOCAL MATCH CERTIFICATION FORM

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LOCAL MATCH CERTIFICATION FORM
ROBERTI-Z'BERG-HARRIS URBAN OPEN-SPACE AND RECREATION PROGRAM

Certification shall be made by the Grantee at least thirty (30) days prior to actual release of state funds pursuant to Public Resources Code Section 5627(e). This certification form applies only to the Match from Private or Nonstate Sources (1/7th of the Grant Amount)

The Grantee _____ certifies that there is available, or will become available prior to the encumbrance of any State funds for any work on the Project for which application for a grant has been made, the required Match from Private or Nonstate Sources.

Project Name _____

(Round All Figures to the Nearest Dollar)

Total Grant Amount Requested	\$ _____
Sources of Private or Nonstate Match	Match Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL MATCH (Should equal or exceed 1/7th of the total grant requested)	\$ _____

Signature of Authorized Representative	Date
_____	_____

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APPENDIX I – AGRICULTURAL LAND ISSUES

AGRICULTURAL LAND ISSUES

Grant Applicants must do the following prior to acquiring either agricultural lands, or any other lands the Acquisition of which may have an adverse economic impact on neighboring agricultural operations:

- Hold a public hearing in the County in which the proposed Project is located, at which the public may comment on the proposed Project.
- Ensure that a hearing notice is published at least twice in a newspaper of general circulation in the County.

Applicants must attach documentation to their Application to substantiate that they completed these requirements.

Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5625.3, [Public Resources Code](#).